

ADMISSIONS  
AND CONTINUED  
OCCUPANCY PLAN

FOR THE PUBLIC  
HOUSING  
PROGRAM

ST. CLAIR COUNTY  
HOUSING AUTHORITY



Board Approved June 14, 2023

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the St. Clair County Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the St. Clair County Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the St. Clair County Housing Authority's programs.

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

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

## **1.1 EQUAL ACCESS**

The St. Clair County Housing Authority (SCCHA) operates its Public Housing (and all other programs) in a manner that is in compliance with HUD's Final Rule dated 2/3/12 and entitled "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity." As such, SCCHA shall make all determinations of eligibility for its public housing program (and all other programs) in accordance with the eligibility requirements provided by HUD and those contained

herein. Housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

SCCHA shall not inquire about the sexual orientation or gender identity of an applicant for, or occupant of, its public housing program for the purpose of determining eligibility or otherwise making public housing available. This does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This policy does not prohibit lawful inquiries of an applicant or occupant's sex for the purpose of determining the number of bedrooms to which a household may be entitled.

If an applicant for or occupant of SCCHA's public housing program believes that SCCHA has violated the equal access rule, they are to file a written complaint with SCCHA's designated Equal Access Compliance Officer (more commonly known as SCCHA's Administrative Director) unless they are a person with a disability that prohibits the submission of a written complaint. In such a case, the disabled complainant may make his / her complaint known to the Compliance Officer in any reasonable manner available to him or her. The complaint must be filed timely, defined as within ten (10) days of the alleged violation. Complaints received after ten (10) days of the occurrence of the alleged violation shall not be acted upon.

Upon receipt of a timely complaint from an applicant or occupant alleging a violation of the equal access rule, SCCHA shall conduct an internal investigation to determine if a program violation occurred and implement appropriate corrective action(s), as determined necessary. The staff person(s) alleged to have violated the equal access rule shall be notified in writing that a complaint was received and shall be provided an opportunity to respond. The complainant shall be notified in writing that the person(s) alleged to have violated the equal access rule was notified in writing of the complaint.

After investigating the complaint, the SCCHA shall provide the complainant and those alleged to have violated the rule with the findings from the investigation, and a proposed corrective action or explanation as to why corrective action is not required. SCCHA shall keep records of all such complaints, investigations, notices and corrective actions consistent with its record retention policy and/or other applicable record-keeping obligations.

## **2.0 REASONABLE ACCOMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the St. Clair County Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the St. Clair County Housing Authority will follow in determining

whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the St. Clair County Housing Authority will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the resident will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose 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. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the St. Clair County Housing Authority will obtain verification that the person is a person with a disability.

- B. 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 St. Clair County Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The St. Clair County Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The



St. Clair County Housing Authority's business is housing. If the request would alter the fundamental business that the St. Clair County Housing Authority conducts, that would not be reasonable. For instance, the St. Clair County Housing Authority would deny a request to have the St. Clair County Housing Authority do grocery shopping for a person with disabilities.

2. 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 St. Clair County Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

D. Generally the individual knows best what it is they need; however, the St. Clair County Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the St. Clair County Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the St. Clair County Housing Authority's programs and services, the St. Clair County Housing Authority 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 St. Clair County Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the St. Clair County Housing Authority will seek to have the same entity pay for any restoration costs.

If the resident requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the St. Clair County Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would 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.

### **3.0 SERVICES FOR NONENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The St. Clair County Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families.

#### **4.0 FAMILY OUTREACH**

The St. Clair County Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low, and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers; the St. Clair County Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The St. Clair County Housing Authority will also try to utilize public service announcements.

The St. Clair County Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

#### **5.0 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.

Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

#### **6.0 REQUIRED POSTINGS**

In each of its offices, the St. Clair County Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office

hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Current Schedule of Routine Maintenance Charges And Service Charge Policy
- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current St. Clair County Housing Authority Notices

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications may be made in person:

St. Clair County Housing Authority  
1790 S. 74<sup>th</sup> Street  
Belleville, IL 62223

Applications are taken to compile a waiting list. Due to the demand for housing in the St. Clair County Housing Authority jurisdiction, the St. Clair County Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

To be accepted, applications must be fully complete and include proof of address (i.e. occupancy permit, utility bill, lease agreement, etc.).

Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the St. Clair County Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the St. Clair County Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 618-277-3290.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the St. Clair County Housing Authority will make a preliminary determination of eligibility. The St. Clair County Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the St. Clair County Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The St. Clair County Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The St. Clair County Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing:

- A) qualifies as a family
- B) has an income within the income limits;
- C) meets citizenship/eligible immigrant criteria;
- D) provides documentation of Social Security numbers;
- E) and signs consent authorization documents.

In addition to the eligibility criteria, families must also meet the St. Clair County Housing Authority screening criteria in order to be admitted to public housing.

### **8.2 ELIGIBILITY CRITERIA**

- A. Family status. The term "family" includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender

identity, or marital status.”

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 live 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 the purpose 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**, which is:
  - 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**, which 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 resident family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

B. Income eligibility

1. The St. Clair County Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income, adjusted for family size, **or the federal poverty line (4/2015)**.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., resident-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the St. Clair County Housing Authority.
4. If the St. Clair County Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen 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)).
2. Family eligibility for assistance.
  - a. 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.

- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
- c. 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 (SSN) Documentation

In accordance with 24 CFR 5.216, applicants and participants (including each member of the household and including live-in aides, foster children, and foster adults) are required to disclose his/her SSA-assigned SSN, unless exempt. Additional guidance is contained in PIH Notice 2012-10 dated February 14, 2012 (copy provided as Exhibit #1).

E. Signing Consent Forms

- 1. In order 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 or the St. Clair County Housing Authority 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; and
  - b. A provision authorizing HUD or the St. Clair County Housing Authority 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.

**8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The St. Clair County Housing

Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, St. Clair County Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The St. Clair County Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The St. Clair County Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The St. Clair County Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head, and any family member age 18 and over;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check 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. Where the individual has lived outside the local area, the St. Clair County Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
6. A check with local and state agencies and/or social service providers currently or previously involved with the household.

#### **8.4 GROUNDNS FOR DENIAL**

The St. Clair County Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;

- H. Currently owes rent or other amounts to any housing authority or other provider of federally assisted housing in connection with their public housing, Section 8 or similar programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The St. Clair County Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the St. Clair County Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any St. Clair County Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed);

- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- R. Providing different and/or inconsistent information related to household income, family composition, place of residence, and/or any other material or significant information needed to accurately determine benefit / assistance levels to SCCHA and other local, State and/or federal assistance providers.
- S. Applicant or applicant household member has an outstanding arrest warrant. *Note: For misdemeanor and traffic related warrants, SCCHA shall provide the applicant with up to sixty (60) days to clear the warrant before denying the application.*
- T. Applicant or adult applicant household member with an open criminal case (non-traffic) that is not of a nature that would otherwise result in denial but is not adjudicated within sixty (60) days during the period the applicant is being actively screened for potential unit assignment shall be denied admission at that time, but shall be returned to the active wait list with a new date / time.

**8.5 PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [PUB.L. 109-162]**

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(1) of VAWA adds the following provision to the U. S. Housing Act of 1937:

- A. That an applicant or participant who is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

**Definitions**

As used in VAWA:

1. The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2. The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - a. The length of the relationship
  - b. The type of relationship
  - c. The frequency of interaction
3. The term *stalking* means:
  - a. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - b. To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
  - c. In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
4. The term *immediate family member* means, with respect to a person:
  - a. A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
  - b. Any other person living in the household of that person and related to that person by blood and marriage.

### **Notification and Victim Documentation**

SCCHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the SCCHA's policies. Therefore, if the SCCHA makes a determination to deny admission to an applicant family, SCCHA will issue a written notice of denial, which will include notice of the applicant's right to appeal the decision through the established appeal process. The applicant will be offered the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

The documentation must include two elements:

- a. A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide

incidents of actual or threatened domestic violence, dating violence, or stalking, and

- b. One of the following:
  1. A police or court record documenting the actual or threatened abuse, or
  2. A statement signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation within 10 days of the informal review or must request an extension in writing at that time. If the applicant so requests, the SCCHA will grant an extension of 10 business days, and will delay issuance of the informal review determination until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant the SCCHA determines the family is eligible for assistance, a favorable decision notice will be issued and SCCHA will proceed with admission of the applicant family. If SCCHA determines the family is not eligible for assistance, an adverse decision notice will be issued.

### **Perpetrator Removal or Documentation of Rehabilitation**

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, SCCHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required from the victim.

### **Confidentiality Requirements**

All information provided to SCCHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or

stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

## **8.6 *INFORMAL REVIEW***

- A. If the St. Clair County Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the St. Clair County Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The St. Clair County Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the St. Clair County Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the St. Clair County Housing Authority's decision. The St. Clair County Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review (or upon receipt of documentation/information requested at the informal hearing) including a brief statement of the reasons for the final decision.

- B. The participant family may request that the St. Clair County Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status 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.

## **8.7 *REAPPLYING AFTER DENIAL***

Applicants denied admission to the public housing program for cause as outlined herein shall not be eligible to reapply for a minimum period of one year. The one-year period may be waived, shortened or extended by determinations made through the informal review and/or grievance process on a case by case basis.

## **9.0 *MANAGING THE WAITING LIST***

### **9.1 *OPENING AND CLOSING THE WAITING LIST***

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

## **9.2 ORGANIZATION OF THE WAITING LIST**

### **A. Site-Based Waiting List Plan**

In an effort to improve efficiency and better serve households interested in public housing, the St. Clair County Housing Authority (SCCHA) adopted a site-based waiting list in conjunction with the start of the new fiscal year, July 1, 2003.

Prior practice was to maintain the waiting list on a countywide basis, providing applicants with up to three unit offers before removing them from the waiting list for failure to accept a unit. Given the geographical diversity of SCCHA's public housing inventory, the countywide waiting list has resulted in gross inefficiencies.

Allowing interested households to submit an application on a site-specific basis has improved service to applicants and increased staff efficiency.

SCCHA attests:

- That it is eligible to adopt site-based waiting lists in that it regularly submits required occupancy data to HUD's Multifamily Tenant Characteristics Systems (MTCS) in an accurate, complete and timely manner;
- The system of site-based waiting lists provides for full disclosure to each applicant of any option available to the applicant in the selection of the development in which to reside including basic information about available sites (location, occupancy, number and size of accessible units, amenities such as day care, security, transportation

and training programs) 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 (e.g., regular or accessible) at each site;

- Adoption of site-based waiting lists would not violate any court order or settlement agreement, or be inconsistent with a pending complaint brought by HUD;
- SCCHA has included reasonable measures to assure that adoption of site-based waiting lists is consistent with affirmatively furthering fair housing, such as reasonable marketing activities to attract applicants regardless of race or ethnicity;
- SCCHA has provided for review of its site-based waiting list policy to determine if the policy is consistent with civil rights laws and certifications through the following steps;
- SCCHA shall as part of the submission of the Annual Plan assess changes in racial, ethnic or disability-related tenant composition at each site that may have occurred during the implementation of the site-based waiting list, based upon MTCS occupancy data that has been confirmed to be complete and accurate by an independent audit (which may be the annual independent audit) or is otherwise satisfactory to HUD;
- At least every three years, SCCHA shall use independent testers or other means satisfactory to HUD, to assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist, and providing the results to HUD;
- SCCHA shall take any steps necessary to remedy the problems surfaced during the review; and
- SCCHA shall take the steps necessary to affirmatively further fair housing.

Significant procedural matters related to the initial implementation and continued administrations of the site-based waiting lists are summarized below:

- Eighteen separate public housing waiting lists shall be maintained, as listed below:

Hawthorne Terrace, Alorton  
Thomas Terry Apts., Brooklyn  
Amber Court, Belleville  
Bel-Plaza I (114 S. Church St.), Belleville  
Bel-Plaza II (115 N. 47<sup>th</sup> St.), Belleville  
Ernest Smith Sr. Apts., Cahokia Heights  
Private Mathison Manor, Cahokia Heights  
Bluffside Apartments, Dupo  
Scattered Sites, Lebanon  
Lakeview Apts., Lenzburg  
Heritage Manor, Millstadt



Clayton Manor, Marissa  
Jefferson Square, O'Fallon  
Becker Park and Rickert Station, New Athens  
Smithton Apts., Smithton  
Fullerton Road, Swansea  
Scattered Sites, Washington Park

- Applicants can choose to be on as many waiting lists as they desire.
- Applicants who cannot attend a briefing session (the initial step in the screening process) may remain on the waiting list provided they contact the staff and have “good cause” (as determined by staff) for not attending. Failure to attend a subsequent briefing, regardless of cause, shall result in the applicant’s removal from the waiting list.
- Once an applicant is approved for housing for a particular location, they can with good cause (as determined by SCCHA) decline one unit offer. Upon a second “good cause” or the first “without cause” declination, the application shall be withdrawn from the waiting list.
- Any applicant removed from a waiting list shall not be eligible to re-apply for the same location for a period of six months from the withdrawn date, with the exception being when there are no other applications of the appropriate unit size for the location.
- Notices returned to SCCHA by the postal service because the notice was undeliverable for any other than SCCHA error in addressing the notice (i.e. insufficient address, applicant moved, etc.), shall result in the applicant being removed **from all waiting lists**. An applicant can be reinstated to the waiting list(s) at anytime upon contacting SCCHA, with their application being assigned a new date and time.
- Once an applicant accepts a federally subsidized unit operated by SCCHA, the applicant shall be removed from all other waiting lists for properties operated by SCCHA (this does not include the Section 8 Housing Choice Voucher Program).

Excepting the aforementioned provisions, there shall be no other changes in the existing application and waiting list administration procedures.

B. Unit Type/Bedroom Categories

SCCHA shall organize the waiting list by the following bedroom categories:

- Elderly (as defined in 8.2, A, 2)
- Efficiency
- 1 Bedroom
- 2 Bedroom

Family (as defined in 8.2, A, 1)

-1 Bedroom

-2 Bedroom

-3 Bedroom

-4 Bedroom

-5 Bedroom

C. Applicants with Disabilities

Within each bedroom category listed above, the waiting list will be maintained to reflect the type of disability possessed by the applicant, if any, as it relates to their special needs:

W = Wheelchair user

M = Mobility Impaired

V = Vision Impaired

H = Hearing Impaired

O = Other

Persons under age 62 with a disability shall be placed on Family Waiting Lists with the nature of their disability noted.

D. Order of Selection

The waiting list will be computer generated according to the following hierarchical order.

- a) *Unit Category (Elderly/Family) and bedroom size needed by applicants according to occupancy standard;*
- b) *Total number of Preference Points;*
- c) *Date and time of application or reinstatement.*

**NOTE:** When a unit becomes available that has been modified to accommodate a person with a disability that impacts their housing needs (i.e. wheelchair confined or mobility, vision, or hearing impaired), SCCHA shall select for screening in priority order from the waiting list generated in accordance with the three criteria listed above, applicants who have indicated on their preliminary application that they or a household member has a disability of that nature.

E. Maintaining the Waiting List

After the preliminary eligibility determination has been made, applicants are placed on the appropriate waiting list in order of preference. SCCHA will maintain an accurate waiting list which conforms to HUD requirements.

The waiting list will contain at least the following information on apparently eligible households who have an active preapplication:

- a) *Name of head of household;*
- b) *Date and time the preapplication was received;*
- c) *Type and Number of Preference Points assigned.*

### **9.3 *FAMILIES NEARING THE TOP OF THE WAITING LIST***

When a family appears to be within three (3) months of being offered a unit, the family will be invited to a briefing and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The St. Clair County Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

### **9.4 *PURGING THE WAITING LIST***

SCCHA will periodically update the waiting list to ensure that it is current and accurate.

A letter will be mailed to the applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list.

If the applicant did not notify SCCHA of a move as required, SCCHA is not responsible for applicant's failure to receive the update request.

The request letter will include a deadline date by which applicants must notify SCCHA of their continued interest. If SCCHA does not receive the applicant's notice by the deadline date, the applicant's name will be removed from the waiting list. SCCHA is not responsible for mail delays. Should the applicant subsequently notify SCCHA of their current status, their application will be reinstated using the date they contacted SCCHA.

### **9.5 *REMOVAL OF APPLICANTS FROM THE WAITING LIST***

The St. Clair County Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;

- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

## **9.6 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the St. Clair County Housing Authority will be sent a notice of termination of the process for eligibility.

The St. Clair County Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the St. Clair County Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

## **9.7 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the St. Clair County Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or 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. The St. Clair County Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the St. Clair County Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

# **10.0 RESIDENT SELECTION AND ASSIGNMENT PLAN**

## **10.1 PREFERENCES**

The St. Clair County Housing Authority will select families based on the following preferences within each bedroom size category:

- A. ***Preferences*** – used to determine rank order of applications among the group of applicants qualifying for routine admission.
  - a) ***Jurisdictional – 10 points***  
*Applicants who live, work or who have a bona fide offer to work in St. Clair County shall be entitled to a 10-point jurisdiction or residency preference. If the applicant is currently in a shelter*

*located outside of St. Clair County or declares himself / herself to be homeless but can document eligibility for the jurisdiction preference based upon immediate prior residency, the applicant is entitled to the jurisdiction preference for up to 12 months from the end of residency in the jurisdiction.*

**b) *Veteran Status – 1 point***

*Applicants who are a Veteran or survivor of a Veteran who actively served in a branch of the United States Armed Services. The term Survivor includes the spouse or widow (Unless remarried) of a veteran. To receive this preference the veteran's military service must not have concluded on a negative basis (i.e. dishonorable discharge, bad conduct discharge, etc.).*

**c) *Earned Income – 2 points***

*Applicant households in which the Head of Household, Co-head and/or Spouse has an earned income source. An applicant household shall be given the benefit of preference if the head, co-head and/or spouse, or sole member, are age 62 or older, or are receiving any payments based on their inability to work (i.e. SS Disability, SSI, etc.)*

*If this preference is award to applicant based upon employment, applicant must have worked a minimum average of ten (10) hours per week for a period of three months.*

**d) *Unmet Housing Need– 1 point***

*This preference is available to applicants who have an unmet housing need. To qualify for this preference the applicant must demonstrate an unmet housing need related to: a) rent burden (paying more than 50% of household income toward housing cost); b) overcrowded living conditions; c) substandard living conditions; d) displacement due to government action, natural disaster, foreclosure, and other verifiable circumstances; e) inability to afford independent housing resulting in need to remain in the parent's home or the home of another family; f) homelessness or near homelessness (as defined by federal guidelines); g) residing in a shelter or transitional housing arrangement; h) other verifiable / documentable condition that substantiates an unmet housing need.*

**e) *Inter-Program Transfers/Accommodations – 7 points – Applied as described below:***

*i. Transfers (i.e. Between Public Housing, Section 8 HCVP, and other federally assisted properties owned /managed by SCCHA and/or other PHAs/Owners due to identifiable need that can not be adequately accommodated within the constraints of the*

*program under which the participant is currently being assisted or other circumstances approved **by** the Executive Director.*

- ii. Admissions to accommodate referrals from the Department of Children and Family Services (DCFS) and other agencies. Awarding of these points shall be considered on a case-by-case basis upon the written request of the agency/organization, with SCCHA retaining the sole discretion to award the preference points to any particular application. Admissions under this provision shall be limited to no more than 5% of annual admissions.*
- iii. A Section 8 Housing Choice Voucher Program (HCVP) household participating in the Family Self-Sufficiency Program who received their voucher by transfer from the public housing program based upon their substantial progress toward meeting the goals as specified in the Contract of Participation (COP) and Individual Training and Service Plan (ITSP), who subsequently fail to achieve their goals and are determined unsuccessful under the terms and conditions of the FSS Program shall be offered the opportunity to transfer back to the public housing location from which they previously resided or other public housing location at the discretion of SCCHA. This transfer process will be accomplished through the awarding of the inter-program transfer selection preference.*
- iv. This preference may be granted to applicants who are participating in a training or employment program administered by the St. Clair County Intergovernmental Grants Department (IGD) under the Workforce Innovation and Opportunity Act (or "WIAO") and whose success in the program is determined to be threatened by the lack of stable and affordable housing. Admissions are limited to a maximum of twelve (12) households in the last twelve (12) months.*

- f) Law Enforcement Officials/Teachers – 6 points**  
*Given to full-time law enforcement personnel and/or teachers to encourage residency in public housing.*
- g) Local Disaster Victim – 5 points**  
*These preference points shall only be granted when a recognized disaster occurs within St. Clair County Housing Authority's jurisdictional boundaries as designated by St. Clair County Housing Authority's Executive Director.*
- h) Self-Sufficiency Re-Admission – 10 points**

*This preference is granted to a family that has vacated a public housing unit within the last 12 months for self-sufficiency purposes but experiences a change in circumstance that results in a renewed need for federally assisted housing. This preference is also granted to elderly or disabled families who had to give up their unit due to placement in a medical institution.*

**10.2 ASSIGNMENT OF BEDROOM SIZES**

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

| Number of Bedrooms | Number of Persons |         |
|--------------------|-------------------|---------|
|                    | Minimum           | Maximum |
| 0                  | 1                 | 1       |
| 1                  | 1                 | 2       |
| 2                  | 2                 | 4       |
| 3                  | 3                 | 6       |
| 4                  | 4                 | 8       |
| 5                  | 5                 | 10      |

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

Dwelling units will be assigned so that persons of different generations, persons of the opposite sex (other than husband and wife or cohabiting individuals and small children under the age of 6) and unrelated adults will not occupy the same bedroom.

In determining bedroom size, the St. Clair County Housing Authority 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, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex, both under the age of 6 will share a bedroom.
- C. Adults and children will not be required to share a bedroom.

- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members (but SCCHA is under no obligation to transfer a family to accommodate newly placed foster children).
- E. Dwelling units will also be assigned as not to require use of the living room for sleeping purposes.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The St. Clair County Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 3 years unless necessitated sooner by subsequent changes in family composition.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The St. Clair County Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family’s own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **10.3 ANNUAL ADMISSIONS**

#### *A) Statutory Requirements*

The St. Clair County Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income, adjusted for family size, **or the federal poverty line (4/2015)**. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.



If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### **10.4 DECONCENTRATION POLICY**

It is St. Clair County Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The St. Clair County Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, and compare them to the Housing Authority wide average household income. Developments that fall outside the allowable 85%-115% range will be identified as low or high income concentrated. Based on this analysis, we will determine the waiting list actions, marketing strategies, and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix D**.

#### **10.5 DECONCENTRATION INCENTIVES**

The St. Clair County Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

#### **10.6 SCREENING PROCESS**

a) *Briefing Session*

Upon selection from the waiting list, generally in groups of 20-50, applicants are scheduled to attend a group “briefing” session. The briefing session is designed to acquaint the applicants with the Public Housing Program, ensure their continued interest, and to initiate the process of determining eligibility.

b) *Files in Process*

All applicants being screened remain “In Process” until the preliminary determination regarding eligibility is made in accordance with the criteria established in Section 8 of this document. Files categorized as “In Process”

are not considered for unit offers. Eligibility determinations are made promptly upon receipt of all needed information/documentation. SCCHA is not responsible for applicants' delay in submitting required information/documentation.

- b) *Conditionally Approved Applicants*  
Applicants determined preliminarily eligible are listed on the "Conditionally Approved List" (CAA) by bedroom size/category, preference points, date/time of application. The CAA, which is updated on a regular basis, is used by staff to make conditional offers to applicants.

### **10.7 OFFER OF A UNIT**

When making offers to fill vacancies (actual or anticipated) the St. Clair County Housing Authority will contact the first family on the waiting list (CAA) who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The St. Clair County Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the St. Clair County Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit, provided they are available on a timely basis. After having the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the resident file. If the family rejects the offer of the unit, the St. Clair County Housing Authority will send the family a letter documenting the offer and the rejection.

### **10.8 REJECTION OF UNIT**

If in making the offer to the family the St. Clair County Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the St. Clair County Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will be given a rejection. Upon the third "without cause" rejection the family will be returned to the waiting list, keeping their preferences, but the date and time of application will be changed to the date and time the third unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work,

school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

### **10.9 ACCEPTANCE OF UNIT**

Upon an applicant's acceptance of a conditional offer, the applicant file is subject to review by the Property Manager and/or the Resident Council Screening Committee (RCSC), when applicable.

#### *Review by Property Manager and/or Resident Council Screening Committee*

All adult members (age 18 and over) of the applicant family must meet with the Property Manager and attend an interview with the RCSC with jurisdiction over the development. The purposes of the review and interview are:

- 1) It offers the potential for providing SCCHA with previously unobtained or unavailable information that may provide a legitimate basis for rejecting an undesirable applicant;
- 2) It gives the RCSC the opportunity to meet all new residents, inform the prospective resident of neighborhood values and expectations, acquaint the applicant with the RC's activities, and recruit new members.

Applicants that receive a favorable determination from the PM and RCSC are given final approval for occupancy. If either the PM or RCSC recommend rejection, the file is reviewed by the Management Director to determine if the rejection recommendation is consistent with established policy. Both the applicants and the RCSC have the opportunity to have the determination reviewed in accordance with the established Grievance Policy.

#### a) *Lease Execution and Orientations*

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to or within 30 days of signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation. The family will not be housed if they have not attended the orientation, unless management has waived the requirement. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process or lease termination (if housed).

The applicant will be provided a copy of the lease (including any addendum thereto), the grievance procedure, utility allowances, service charge policy, maintenance request procedures, collection policy, and a request for reasonable accommodation

form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the resident's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the St. Clair County Housing Authority will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

*b) Security Deposits*

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to:

1. **Greater of \$200 or NTP (net tenant payment or one month's rent) for all apartments.**
2. **The greater of \$300.00 or NTP for all single-family houses.**

In exceptional situations, the St. Clair County Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one-third with their second rent payment, and one-third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Once collected, the security deposit or portion thereof shall not be refunded until the family vacates, and then is subject to applicable charges.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

The Security Deposit required from families in occupancy may be increased based upon documented damage to the premises and/or an established pattern of poor housekeeping and property damage. The Security Deposit required shall not exceed 150% of the Section 8 Fair Market Rent limit for the unit size.

The security deposit required of families upon move-in may be increased above the amounts listed herein if it is determined that the family is "high risk" based upon pertinent screening factors (i.e. lack of previous or unsuccessful prior rental experience, poor credit, etc.). The Security Deposit Schedule is included as Appendix E.

## **10.10 PRE AND POST LEASING REQUIREMENTS**

### **A) The Lease Agreement**

A Lease Agreement is to be entered into between the Housing Authority and each Family. The Agreement (which is contained in Appendix F of this Policy) is to be kept current at all times and is to reflect the obligations of the Families and SCCHA.

1. The Head of Household, Spouse, and all adult household members and the authorized SCCHA staff person, shall execute an Agreement prior to actual admission. A copy shall be given to the resident and the original shall be filed in the permanent record folder established for the Family.
2. If, through any cause, the signer of the Agreement ceases to be the Head of Household, the Agreement is to be voided and a new one executed and signed by the new Head of Household; provided that the Family is eligible for continued occupancy as set forth in this Policy.
3. The established Head of Household shall at anytime reserve the right to remove any household member, including a co-head or other adult member, from the agreement. When an adult member leaves the household, evidence of the new residency must be submitted to Management before the person is removed from the lease and/or his/her income is deleted from the rent calculation. SCCHA also reserves the right to require documentation regarding the new residency of minors who have reportedly left the household.
4. A leasehead wanting to add a person(s) to their lease agreement must submit a fully completed "Lease Add-On Application" before the person in question establishes residency at the leased premises. SCCHA reserves the right to approve or disapprove the addition of any person(s) for occupancy based upon the selection procedures used to screen new applicants, and subject to all other applicable provisions contained in the ACO Policy (i.e. maximum occupancy levels, care of foster children, live-in aids, etc.).
5. If for any reason a Family transfers to a different dwelling unit, the existing Agreement is to be voided and a new Agreement executed for the dwelling unit into which the Family is moving.
6. If the Authority desires to change, amend or waive any provision of the Agreement with respect to any individual or group of residents, an appropriate rider is to be prepared, signed by the Head of

Household and the Authority, and attached to and made part of the Agreement.

B) PHOTOGRAPHS

For identification purposes, all new residents at the time of their move-in and all existing residents at the time of their next scheduled rent review shall have their photograph taken for inclusion in SCCHA's resident file. Photographs are required for all household members age 12 and older. It is desirable to have a photograph on file of every household member, regardless of age. If household members are not readily available during business hours to have their photograph taken, a recent photograph the resident obtained may be submitted to Management.

C) PRINCIPAL RESIDENCE

All families must use the dwelling unit for their principal place of residence. Ownership or use of a secondary residence is prohibited and sufficient grounds for lease termination.

D) EMANCIPATED MINORS

The Authority will enter into a Lease Agreement with a minor only if the minor has been declared legally emancipated through verifiable court action.

E) RE-ADMISSION

The St. Clair County Housing Authority shall have the right to re-admit within twelve (12) months of their move-out residents who vacated upon their own initiative and left in good standing. The intent is to offer some level of protection to families that pursue self-sufficiency, but subsequently experience unexpected financial problems beyond their control and to allow residents who must give up their unit due to medical/health problems to return once their health improves. Residents determined eligible for re-admission under this provision shall be eligible for immediate assignment on the Conditionally Approved Applicants' Listing and shall by-pass the waiting list.

F) ABSENCE FROM THE UNIT

**1. Absence Due to Medical Reasons**

A resident may maintain their apartment for up to six months in the event that they are temporarily absent from the unit due to verifiable medical conditions (i.e. hospitalization, convalescent center, etc.), provided the

monthly rent (and any other charges) are paid and utility service is maintained.

## **2. Absence From The Unit**

The family must promptly notify the SCCHA when any individual family member and/or all family members will be absent from the unit for an extended period of time. Extended period of time is defined as any period greater than 30 calendar days. In such a case promptly means within 10 business days of the start of the extended absence.

The family must supply any information or certification requested by the SCCHA to verify that the member or family is living in the unit, or relating to the member or family absence from the unit, including any SCCHA-requested information or certification on the purposes of the member or family absences. The family must cooperate with the SCCHA for this purpose.

If an individual member is absent from the unit for less than 180 days they shall generally be considered “temporarily” absent and shall remain a member of the household. If an individual member is absent from the unit for more than 180 days they shall generally be considered non-members and shall be removed as a member of the household with proper documentation / certification.

If the entire family is absent from the public housing unit for more than sixty consecutive days, and the family does not adequately verify that they are living in the unit, the SCCHA shall terminate the lease for other good cause.”

### **G) BANNING OF CERTAIN INDIVIDUALS**

Due to drug related and violent criminal activity and as part of its effort to provide decent and safe housing, SCCHA reserves the right to ban certain individuals from its properties. The procedure for doing this are contained in the Ban and Bar Policy (Appendix G).

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, the St. Clair County Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the St. Clair County Housing Authority subtracts all allowable deductions (allowances) to determine the

Total Resident Payment.

### **11.1 INCOME**

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.

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 and bonuses, and other compensation for personal services.
- 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.
- B. 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 SCCHA.

SCCHA will establish the rate based upon the national savings rate which can be found at <http://www.fdic.gov/regulations/resources/rates/>. SCCHA may establish the passbook savings rate anywhere within three-quarters of a percent of the national average. SCCHA shall review and establish the rate



at least annually.

- 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.)
- 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 settlement payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated 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 consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount 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.
  - 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  - 3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support

payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

- H. 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.)

## **11.2 ANNUAL INCOME EXCLUSIONS**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Foster care payments for the care of foster children or adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone). *Note: Other income of foster children or adults is included as household income, specifically including, but not necessarily limited to social security disability / supplemental social security benefits.*
- C. Lump sum additions to family assets, such as inheritances, insurance settlement payments (including payments under health and accident insurance and worker's 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;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- 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 the Housing Authority 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 initiatives 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;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and

- iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
  - c. Families who are or were, within 6 months, assisted under a State TANF program. TANF includes both regular monthly income and one-time benefits and/or services that total at least \$500 over a six-month period.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. **Earned Income Disallowance (EID)**

- The regulations governing the earned income disallowance (EID) in the public housing program are located at 24 CFR 960.255.
- The EID calls for the exclusion of increases in income attributable to new employment or increased earnings over income received prior to qualifying for the disallowance.

## QUALIFICATIONS

- To qualify for the EID, a family must be receiving assistance under the public housing program.
  - Applicant families are not eligible for the EID.
- In addition, to qualify for the EID, a family must experience an increase in annual income that is the result of **one** of the following three events:
  1. Employment by a family member who was “previously unemployed” for one or more years prior to employment.
    - The definition of *previously employed* includes a person who has earned not more than could be earned working 10 hours per week for 50 weeks at the established minimum wage-i.e., the minimum wage applicable to the locality in which the EID determination is made.
  2. Increased earnings by a family member **during** participation in an economic self-sufficiency program or other job-training program.
    - Note the emphasis on the word *during*. The increase in earnings must occur *while* the individual is enrolled in the program.
    - An *economic self-sufficiency program* (as defined at 24 CFR 5.603(b)) is any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. Economic self-sufficiency programs include:
      - Job Training
      - Employment counseling
      - Work placement
      - Basic skills training
      - Education
      - English proficiency
      - Workfare
      - Financial or household management
      - Apprenticeship
      - Any program necessary to ready a participant for work (including a substance abuse or mental health treatment program)
      - Other work activities

3. New employment or increased earnings by a family member who has received TANF benefits or services within the past six months.

- If the TANF is received in the form of monthly maintenance, there is no minimum amount.
- If the TANF is received in the form of one-time payments, wage subsidies, or transportation assistance, the total amount received over a six-month period must be at least \$500.

#### **INITIAL 12-MONTH EXCLUSION**

- During the initial 12-month exclusion period, the full amount of the increase in income attributable to employment or increased earnings is excluded.
- The initial full exclusion period begins on the date the family member who qualifies is employed or first experiences an increase in income due to employment.
- The initial full exclusion extends for a total of 12 cumulative months.

- The months do not have to be consecutive.

#### **SECOND 12-MONTH EXCLUSION AND PHASE-IN**

- During the second 12-month exclusion and phase-in period, the exclusion is reduced to half, or 50 percent, of the increase in income attributable to employment or increased earnings.
- The second 12-month exclusion period begins after the family member who qualifies has received 12 cumulative months of full exclusion.
- Like the initial period, the phase-in period extends for a total of 12 cumulative months.

- Again, the months need not be consecutive.

#### **MAXIMUM FOUR-YEAR DISALLOWANCE**

- EID regulations call for a four-year (48-month) **lifetime** maximum on the disallowance.

- The four-year maximum exclusion clock starts ticking at the beginning of the initial exclusion period and ends exactly 48 months later.

- No exclusion may be given after this lifetime limit has been reached.

- The EID regulations also call for a maximum of 12 cumulative months for each of the two exclusion periods (full and phase in).

- Thus, an individual theoretically can “max out” after receiving the EID for only two years-12 consecutive full-exclusion months followed immediately by 12 consecutive phase-in exclusion months.

13. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
14. 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;
15. 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
16. 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
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under HHS's Low-Income Energy Assistance Program

- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Additional income exclusions provided by and funded by the St. Clair County Housing Authority

The St. Clair County Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 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. The sum of the following, to the extent that the sum exceeds three percent of annual income: (i) Unreimbursed medical expenses of any elderly family or disabled family; (ii) Unreimbursed 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.



This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and

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

#### **11.4 Qualifying Medical Expenses**

HUD regulations define medical expenses at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.” SCCHA will use the most current IRS Publication 502, Medical and Dental Expenses to determine the costs that qualify as medical expenses.

##### Summary of Allowable Medical Expenses from IRS Publication 502

Services medical professionals;  
Surgery and medical procedures that is necessary, legal, and non-cosmetic;  
Services of medical facilities;  
Hospitalization, long-term care, and in-home nursing services;  
Prescription medicines and insulin, but not non-prescription medicines even if recommended by a doctor;  
Improvements to housing directly related to medical needs (e.g. ramps for a wheel chair, handrails);  
Substance abuse treatment programs;  
Psychiatric treatment;  
Ambulance services and some costs of transportation related to medical treatment;  
The cost and care of necessary equipment related to a medical condition (e.g. eye-glasses, contact lenses, hearing aids, crutches, and artificial teeth);  
Cost and continuing care of necessary service animals;  
Medical insurance premiums or the costs of health maintenance organization (HMO)

##### *Notes:*

*#1 This chart provides a summary of potentially eligible expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.*

*#2 Cell phone expenses will not be counted as medical expenses. SCCHA will recognize the cost of “emergency response” services / products (i.e. Life Line Services) as medical expenses.*

#### **11.5 Qualifying Disability Assistance Expenses**

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family

member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled work.

#### Earned Income Limit on the Disability Assistance Expense deduction

A family can qualify for the disability assistance expenses deduction only if at least one family member (who may be the person with disabilities) is enabled to work (24 CFR 5.603(b)). The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family member(s) enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, SCCHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work. When SCCHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members’ incomes.

#### Eligible Disability Expenses

Examples of auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work. Expenses incurred for maintaining or repairing an auxiliary apparatus is eligible. In case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the costs of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

#### Eligible Attendant Care

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual impairments.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense.

However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, SCCHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work.

## **12.0 VERIFICATION**

The St. Clair County Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. 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; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **12.1 METHODS OF VERIFICATION**

The SCCHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. HUD's Enterprise Income Verification (EIV) and other Upfront Income Verification (UIV) System
2. Third-party written verification
3. Third-party oral verification
4. Review of documents
5. Certification/self-declaration

#### **EIV and UIV Verification**

The SCCHA will utilize up-front income verification tools, including Tenant Income Data (TID) reports, Electronic Verification from the Illinois Department of Human Services (IDPA) for TANF, the Work Number, and other electronic verification tools when available.

SCCHA will pursue other computer matching agreements with federal, state, and local government agencies.

#### **Use of Third Party Verification to Supplement Up-Front Income Verification**

Up-front income verification replaces, to the maximum extent possible, the more time-consuming and less accurate third-party verification process of contacting

individual employers identified by families or reviewing outdated income verification documents. However, third-party verification may continue to be necessary to complement up-front income verification. Up-front income verification should not be considered an automatic substitute for other third-party verification. Rather, up-front income verification may supplement other verification documentation, such as original, current tenant-provided documents.

### **Third-Party Written Verification**

Third-party verification is used to verify information directly with the source.

Third-party written verification forms will be sent and returned via first-class mail. The family will be required to sign an authorization allowing the information source to release the specified information.

Two attempts to obtain third party verification will be made before relying on another method.

Verifications received electronically directly from the source are considered third-party written verifications.

Third-party verification forms, including computerized printouts, will not be hand carried by the family under any circumstances. SCCHA will send requests for third-party written verifications to the source at all times regardless of whether the family provides a computerized printout.

SCCHA will allow four weeks for return of third-party verifications.

If third-party verification is not used, SCCHA will document the reasons in the

***file. Third-party verification will not be pursued when verifying assets (i.e. checking / savings accounts, etc.) with an anticipated market value of less than \$1,000. Document / statement review will be used.***

Verifications are valid for 90 days from date of receipt.

### **Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification is delayed or impossible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is provided by telephone, SCCHA must originate the call. If third-party verification is not available, SCCHA will compare the specified information to any documents provided by the family.

## **Review of Documents**

In the event that third-party written or oral verification is unavailable or information has not been verified by a third party within four weeks, SCCHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents contain complete information.

All such documents, excluding government checks, will be photocopied and retained in the family file. When documents cannot be photocopied, staff viewing the documents will complete a Certification of Document Viewed or Person Contacted form.

SCCHA will accept the following documents from families providing that tampering can be easily noted:

- Printed wage stubs
- Computer printouts from employers
- Signed letter (provided that the information is confirmed by phone)
- Periodic statements issued by an independent source (i.e. bank statements)
- Other documents identified by SCCHA as acceptable verification

SCCHA will accept faxed documents.

SCCHA will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, SCCHA will contact the third-party source and the family to resolve differences.

SCCHA will allow up to one week for families to provide documents when third-party verification is impossible to obtain.

SCCHA will not delay the processing of an application beyond 45 days because a third-party information provider does not return verification in a timely manner.

## **Self-Certification / Self-Declaration**

When information cannot be verified by a third party or by review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement signed under penalty of perjury in the presence of a witness.

SCCHA will allow up to one week for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

## **Procedural Matters**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. SCCHA shall require applicants/residents to document legal guardianship/custody for minor household members who are not children of the head of household or other adult family member listed on the application/lease agreement. 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.

To the fullest extent possible employment income and social security benefit information shall be verified using HUD's EIV system. Other information will be verified by third party verification. 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 St. Clair County Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/resident 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 St. Clair County Housing Authority will accept documentation received from the applicant/resident. Hand-carried documentation will be accepted if the St. Clair County Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the St. Clair County Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

**12.2 TYPES OF VERIFICATION**

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 St. Clair County Housing Authority will send a request form to the source along with a release form signed by the applicant/resident via first class mail.

| Verification Requirements for Individual Items |                                    |                           |
|--|------------------------------------|---------------------------|
| Item to Be Verified                            | 3 <sup>rd</sup> party verification | Hand-carried verification |
| <b>General Eligibility Items</b>               |                                    |                           |
| Social Security Number                         |                                    | Social Security card      |

| Verification Requirements for Individual Items     |   |  |
|--|---|--|
| Item to Be Verified                                | 3 <sup>rd</sup> party verification  | Hand-carried verification  |
|  | Letter from Social Security, electronic reports   |  |
| Citizenship  | N/A   | Signed certification, voter's registration card, birth certificate, etc.                           |
| Eligible immigration status                        | INS SAVE confirmation #   | INS card   |
| Disability   | Letter from medical professional, 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 doctor or other professional knowledgeable of condition   | 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 payment, dates of trips, mileage log, receipts for fares and tolls     |
| Value of and Income from Assets                    |   |  |
| 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                               |
| Income   |   |  |
| Earned income                                      |   | Multiple pay stubs   |

| Verification Requirements for Individual Items   |   |   |
|--|---|---|
| Item to Be Verified  | 3 <sup>rd</sup> party verification  | Hand-carried verification   |
|  | Electronically from HUD's EIV system.<br>Letter from employer   |   |
| 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, pensions, workers compensation, unemployment) | Letter or electronic reports from the source or through HUD's EIV system.   | Award letter, letter announcing change in amount of future payments |
| Training program participation   | Letter from program provider indicating<br><ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul> | N/A<br><br>Evidence of job start                                    |

### ***12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS***

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, 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 a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, 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.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign



a declaration of their status and a verification consent form and provide their original INS documentation. The St. Clair County Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The St. Clair County Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the St. Clair County Housing Authority 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 noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

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

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

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 St. Clair County Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing 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.

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the St. Clair County Housing Authority will accept letters from the Social Security Agency 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.

If an individual states that they do not have a Social Security number, they will be

required to sign a statement to this effect. The St. Clair County Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

### ***12.5 TIMING OF VERIFICATION***

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

### ***12.6 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible noncitizen 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 their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

The SCCHA shall obtain third-party verification of all family assets upon admitting a family to the program and then again at least every three (3) years thereafter. During the intervening annual reexaminations, SCCHA shall accept a family's declaration that it has total net assets equal to or less than \$5,000, without taking

additional steps to verify the accuracy of the declaration. Upon submission of such a declaration by a family SCCHA will not request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from the assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. Whenever a family member is added, SCCHA will obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, SCCHA shall obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold. If the addition of that family member's assets does not put the family above the \$5,000 asset threshold, then SCCHA shall not obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets will be completed at least every three (3) years.

Information needed for rent determination and other program purposes (i.e. disability, need for live-in aide, etc.), shall be verified as determined necessary by the St. Clair County Housing Authority.

**12.7 *STREAMLINED ANNUAL REEXAMINATIONS FOR FIXED SOURCES OF INCOMES (REGULATION: 24 CFR 960.257, 982.516)***

The regulation offers PHAs the discretion to adopt a streamlined income determination for any family member with a fixed source of income. SCCHA reserves the right to use the streamlined income determination process at its sole discretion. When utilized, the process will be completed consistent with Exhibit #12-1, which is an excerpt from Notice PIH 2016-05, Subject: Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies.

**12.8 *UPFRONT INCOME VERIFICATION GUIDELINES AND SECURITY PROCEDURES***

SCCHA has adopted "HUD Guidelines for Projecting Annual Income When Upfront Income Verification (UIV) Data is Available" as it appears in Appendix H. SCCHA has also adopted HUD's UIV System Security Procedure as it appears in Appendix I to ensure the proper handling and security of income data obtained through the UIV system.

**Exhibit #12-1**

**Attachment D (from notice PIH 2016-05): Streamlined annual reexamination for fixed sources of income**

Regulation: 24 CFR §§960.257, 982.516

Programs to which this provision applies: Housing Choice Voucher (including project-based voucher), public housing

Description of change: This provision offers PHAs the discretion to adopt a streamlined income determination for any family member with a fixed source of income. Note that the family member may also have non-fixed sources of income, which remain subject to third-party verification. Upon request of the family, the PHA must perform third-party verification of all income sources. Note that this provision pertains only to the verification of sources of income; **PHAs must continue to conduct third-party verification of deductions.**

For purposes of this Notice, the term “fixed-income” includes income from:

- Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
- Federal, state, local, and private pension plans; and
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

The determination will be made by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant-provided, third-party generated documentation. In the absence of such verification for any source of fixed income, third-party verification of income amounts must be obtained.

This provision is available for program participants only and may be implemented at the family’s next annual reexamination following adoption of the provision in the PHA’s ACOP or Administrative Plan. The provision is not available for program applicants; in the initial year in which a streamlined income determination is made, the COLA must be applied to a source of income that has been verified previously.

In the initial year of employing a streamlined income determination, a PHA must determine whether a source of income is fixed. A PHA may do this by comparing the amount of income from the source to the amount generated during the prior year. If the amount is the same or if it has changed only as a result of a COLA or due to interest generated on a principal amount that remained otherwise constant, then the source is fixed. A PHA may also make such a determination by requiring a family to identify as to which source(s) of income are fixed. A PHA must document in the tenant file how it made the determination that a source of income is fixed.

For the second income determination involving a family member whose income was adjusted previously using a streamlined income determination, the adjustment would be made to the previously determined income amount (i.e., in year two, the COLA is applied to the year one income amount, as previously adjusted by a COLA). For any family member whose income is determined pursuant to a streamlined income determination, ***third-party verification of all income amounts for all family members must be performed at least every three years.*** This means that, for the third income determination involving a family member whose income had been adjusted twice using a streamlined income determination, the PHA would need to obtain third-party verification of *all* income amounts. This also means that if a family member with a fixed-income source is added to the family during year two, for example, then the PHA must

obtain third-party verification of all income amounts for that family member at the next reexamination if the PHA wishes to have all family members with fixed incomes on the same schedule with respect to streamlined annual reexaminations.

Example: Streamlined income determination for program participant’s first reexamination following PHA’s adoption of provision

|                              | <b>Under previous regulation</b>   | <b>Under this regulation</b>  |
|------------------------------|--|---|
| January 2016 — baseline year | <p>Carl’s income consists of 90% fixed sources and 10% non-fixed sources.</p> <p>The PHA must verify all income amounts using third-party verification.</p>        | (not yet implemented)   |
| January 2017                 | <p>Carl’s income consists of 90% fixed sources and 10% non-fixed sources.</p> <p>The PHA must verify all income amounts using third-party verification.</p>        | <p>Carl’s income is reported to be 90% fixed sources and 10% non-fixed sources</p> <p>The PHA must compare the amount of income from the fixed sources to the amount generated during the prior year; if the amounts are the same or if they have changed only as a result of the application of a COLA or due to interest generated on a principal amount that remained otherwise constant, then the amounts are fixed.</p> <p>The PHA may adjust the fixed sources by a COLA or current interest rate obtained from a public source or from tenant-provided, third-party generated documentation.</p> <p>The PHA must verify the non-fixed amounts using third-party verification</p> |
| January 2018                 | <p>Carl’s income consists of 90% fixed sources and 10% non-fixed sources.</p> <p>The PHA must verify</p> <p>all income amounts using third-party verification.</p> | <p>Carl’s income is reported to be 90% fixed sources and 10% non-fixed sources</p> <p>The PHA may adjust the fixed sources by a COLA or current interest rate obtained from a public source or from tenant-</p> <p>provided, third-party generated documentation.</p> <p>The PHA must verify the non-fixed amounts using third-party verification</p>   |
| January 2019                 | Carl’s income consists of 90% fixed  | Carl’s income is reported to be 90% fixed sources and 10% non-fixed sources   |

|  |   |   |
|--|---|---|
|  | <p>sources and 10% non-fixed sources.</p> <p>The PHA must verify all income amounts using third-party verification.</p> | <p>The PHA must verify all income amounts using third-party verification.</p> |
|--|---|---|

Background: Existing guidance (Notice PIH 2010–19) explains how to identify and verify existing sources of income using HUD’s Enterprise Income Verification system. Non-fixed sources of income remain subject to full income-verification requirements. For example, if a family member has both fixed and non-fixed sources of income, this provision may be applied only to the fixed sources of income.

Mandatory or discretionary: Discretionary. Prior to adopting streamlined income determinations, PHAs must amend any policies governing income determinations to identify the sources of income that will be considered eligible for a streamlined income determination. Note: A PHA that adopts this provision must continue to obtain family member signatures on the consent forms required by 24 CFR 5.230, as if this provision had not been adopted.

Effective date: April 7, 2016

## **13.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT**

### **13.1 FAMILY CHOICE**

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the Income-based method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the Income-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the Income-based method would be more financially feasible for the family.

### **13.2 THE INCOME-BASED METHOD**

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent of \$50.00, but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

The St. Clair County Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the St. Clair County Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility through no fault of their own 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, childcare, transportation, education, or similar items;
  - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that 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. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority 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 grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.



#### **13.4 THE FLAT RENT**

The St. Clair County Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The St. Clair County Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat 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 for each affected family (for more information on flat rents, see Section 15.3).

The St. Clair County Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners. See Appendix H.

#### **13.5 RENT FOR OVER-INCOME LIMIT FOR FAMILIES AS DEFINED BY HOTMA**

“Section 103 of the Housing Opportunity Through Modernization Act of 2016 (referred to as HOTMA) placed an income limitation of a public housing tenancy for families. The regulation now (as of March 16, 2023) requires that after a family’s income has exceeded a 120 percent of the applicable very low-income (VLI) limit for a period of 24 consecutive months SCCHA must: a) terminate the family’s tenancy within 6 months of the second income determination; OR b) charge the family a monthly rent equal to the greater of (1) the applicable Fair Market Rent (FMR) or (2) the amount of monthly subsidy for the unit including amounts from the operating and capital fund, as determined by regulations. SCCHA shall issue an Over-Income (OI) family the three notices required by implementing regulations: 1) notify the family within 30 days after the initial determination the family is over-income and the related implications; 2) if the family is determined to continue to be over-income for 12 consecutive months (generally the next annual recertification) the family will be notified of their continued over-income status and the related implications, and; 3) if the family is determined to continue to be over-income for 24 consecutive months, the family will be notified of their continued over-income status and the related implications. SCCHA shall refer to and shall follow the requirements of Notice PIH-2023-03 issued March 13, 2023 when handling OI families. The referenced notice is hereby incorporated into this ACOP as Exhibit 2.

#### **13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- C. The family was receiving assistance on June 19, 1995;
- D. The family was granted continuation of assistance before November 29,

1996;

- E. The family's head or spouse has eligible immigration status; and
- F. 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 (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The St. Clair County Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the St. Clair County Housing Authority 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%.

The family's assistance is prorated in the following manner:

- G. Determine the 95<sup>th</sup> percentile of gross rents (resident rent plus utility allowance) for the St. Clair County Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- H. Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
- I. 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.
- J. Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated resident rent.

### **13.7 UTILITY ALLOWANCE**

- A. Utility Allowance Schedule

The St. Clair County Housing Authority shall establish a utility allowance for all resident-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the St. Clair County Housing Authority will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's Income-based or flat rent to determine the amount of the Resident Rent. The Resident Rent is the amount the family owes each month to the St. Clair County Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

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 the first of the month following approval by the Board of Commissioners.

Families with high utility costs are encouraged to contact the St. Clair County Housing Authority 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 they can reduce their costs. The Utility Allowance Schedule as established appears in Appendix I.

B. *Individual Relief*

Should a resident incur and pay utility bills in excess of the established allowances as a result of excessive consumption not within the control of the resident, he/she has the right to request individual relief from SCCHA. Individual relief shall be granted in situations where the excess consumption was clearly not within the reasonable control of the resident. Examples include, but are not necessarily limited to: A) leak in water lines not reasonably detectable by the resident; B) A verifiable equipment malfunction (i.e. furnace) not within the reasonable detection of the resident that results in excessive natural gas or electric consumption; C) SCCHA failure to correct within a reasonable time period a condition that causes excessive utility consumption, provided that the condition is properly and timely reported to SCCHA. Relief shall not be granted in situations where the resident could

reasonably be expected to detect the condition causing excess consumption and/or failed to report the condition to SCCHA in the proper and timely manner. Individual relief shall not be granted based upon environmental factor (i.e. excess heat or cold spells).

In cases, where it is determines that individual relief is warranted, the amount of the relief shall be determined based on the difference between the actual costs incurred and the average cost for a similar time period prior to the occurrence of the condition that resulted in the excess consumption. The relief determined appropriate shall generally be granted in the form of a check payable either to the resident and/or the appropriate utility company. Residents interested in applying for individual relief must submit a written request explaining in detail the circumstances resulting in their belief that individual relief is warranted. The written requests must be submitted to the Property Manager within 30 days of the date of the billing for which individual relief is sought.

### ***13.8 PAYING RENT***

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the SCCHA Central Office...1790 South 74<sup>th</sup> Street, Belleville, IL 62223 or mailed to P.O. Box 23380, Belleville, IL 62226. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

The procedures used to collect monies due by residents, including rent and all other charges, shall be consistent with SCCHA's established Collection Policy, which appears as Appendix #H.

## **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### ***14.1 GENERAL***

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement.

### ***14.2 EXEMPTIONS***

The following adult family members of resident families are exempt from this requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity of ten (10) hours per week or more
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

#### **14.3 NOTIFICATION OF THE REQUIREMENT**

The St. Clair County Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The St. Clair County Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The St. Clair County Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

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. These programs may include programs for job training,

work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The St. Clair County Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the St. Clair County Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

#### **14.5 THE PROCESS**

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the St. Clair County Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the St. Clair County Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

#### **14.6 NOTIFICATION OF NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The St. Clair County Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and

- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

#### **14.7 OPPORTUNITY FOR CURE**

The St. Clair County Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the St. Clair County Housing Authority shall take action to terminate the lease.

### **15.0 RECERTIFICATIONS**

At least annually, the St. Clair County Housing Authority 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 is housed in the correct unit size.

#### **15.1 GENERAL**

The St. Clair County Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or Income-based method, and scheduling an appointment if they are currently paying an Income-based rent. If the family thinks they may want to switch from a flat rent to an Income-based rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the Income-based method, forms for the family to complete in preparation for the interview (i.e. reexam packet). The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the recertification, the St. Clair County Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

**15.2 MISSED APPOINTMENTS/FAILURE TO COOPERATE WITH RECERTIFICATION**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to return the Rexam packet and/or attend the second scheduled interview will result in the St. Clair County Housing Authority assessing a \$50.00 fee, taking eviction actions against the family and/or establishing the monthly rent amount at the Flat Rent/Ceiling Rent effective the month the family's recertification was due.

**15.3 FLAT RENTS**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent
- C. A fact sheet about Income-based rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the Income-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the



method would be more financially feasible for the family.

- F. The dates upon which the St. Clair County Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, St. Clair County Housing Authority will send a reexamination letter to the family offering the choice between a flat and an Income-based rent. The opportunity to select the flat rent is available only at this time. At the appointment, the St. Clair County Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the St. Clair County Housing Authority representative, they may make the selection on the form and return the form to the St. Clair County Housing Authority. In such case, the St. Clair County Housing Authority will cancel the appointment.

#### **15.4 THE INCOME-BASED METHOD**

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, the St. Clair County Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent of \$50.00, but never more than the ceiling rent.

If it is determined by SCCHA that a family has established a pattern of starting and stopping employment so that their monthly rent is kept artificially low, SCCHA may base their rent upon historical and projected annual earnings.

## **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date with thirty (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, then 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 new 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.

## **15.6 INTERIM REEXAMINATIONS**

### **A) Income Changes**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report increases in gross income or decreases in allowable expenses (i.e. deductions to annual income such as child care costs) of \$200.00 or more per month, when the change can reasonably be anticipated to last 60 days or longer, between annual reexaminations when any of the following apply:

- The family receives a Utility Assistance Payment (i.e. has a negative rent);
- A family member starts receiving a new non-wage benefit amount such as Social Security/SSI, TANF benefits, etc.
- The increase in income or decrease in expense deductions could have reasonably been anticipated by the family at the time of the recertification (e.g. seasonal / temporary employment assignments, pending job application, in an on-the-job training program, etc.).

The change(s) must be reported by the family within 30 days of the date the change takes effect (i.e. first day of new job, date of benefit determination notice).

Families not impacted by the three scenarios listed above are not required to report increases in income or decreases in allowable expenses between annual reexaminations.

Families may request an interim recertification if there has been a decrease in income or increase in deductions that results in their Total Resident Payment exceeding 30% of monthly income. Short term changes (i.e. those lasting less than 60 days) are excluded. However, when a family can document an interruption of household

income (beyond their control and due to no fault of their own) resulting in at least a 50% reduction in their regular monthly income, the SCCHA has at its sole discretion the right, without completing a full interim recertification, to grant a “temporary rent adjustment” to reduce the tenant’s rent to an amount equal to 30% of the household’s temporary income amount (after deductions and utility allowance). The “temporary rent adjustment” will result in no less than a \$0.00 (zero) rent charge (i.e. no utility allowance payment will be allowed). This alternative rent provision is limited to maximum of two months during any 12-month period.

SCCHA will complete an interim recertification upon the request of the family based upon a reported and verifiable decrease in income (or increase in deductions) that is expected to last a minimum of 60 days when management determines that an updated projection of household income will substantially deviate from the previously established annual adjusted household income amount for the recertification period. HUD defines substantial deviation as \$2,400.00 or more annually (for EIV purposes).

Resident’s rent shall not be reduced if the decrease in the family’s annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident’s failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family’s annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For the purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident’s rent will be reduced as a result of such a decrease.

Families requesting an interim recertification due to a decrease in income are obligated to report any subsequent increases in income that may occur prior to the next regularly scheduled recertification. Failure to do so shall be grounds for retroactive charges and/or lease termination as determined appropriate by SCCHA.

#### B) Family Composition Changes

Families are required to report the following changes to the St. Clair County Housing Authority between regular reexaminations. If the family's rent is being determined under the Income-based method, these changes will trigger an interim reexamination. The family shall report these changes within ten (30) days of their occurrence.

- A. A member has been added to the family through birth, adoption or court-awarded custody.

B. A household member is leaving or has left the family unit.

All other additions to a household (including those resulting from marriage, foster care, personal care attendants, etc.) must be reported to and approved by the St. Clair County Housing Authority prior to the person(s) establishing residency at the leased premises.

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. The St. Clair County Housing Authority will determine the eligibility of the individual before adding them 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, their name will be added to the lease. At the same time, if the family's rent is being determined under the Income-based method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.9.

Family members leaving the household must be reported to SCCHA within 30 days of occurrence. SCCHA shall require documentation of the family members' departure prior to removing their name from the lease.

#### Definition and Policy for Approving Live-in Aides

*Live-in aide* means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.203]. The SCCHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities. A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

#### SCCHA Policy

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social

worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request (subject to SCCHA verification) at each annual reexamination. In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The SCCHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316 (b)]: a) The person commits or has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; b) The person commits or has committed or has committed drug-related criminal activity, violent criminal activity, or other serious and or repeated criminal activity, or; c) The person currently owes rent or other amounts to the SCCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, the SCCHA will notify the family of its decision in writing.

#### ***15.7 METHOD OF REPORTING CHANGES BETWEEN ANNUAL RECERTIFICATIONS***

Families required to report changes in household income and/or expenses and/or family composition between annual recertification as described in the previous sections must do so on SCCHA form(s) specifically designated for this purpose and are available in all SCCHA offices. The form must be completed, signed and dated by the Head of the Household and receipt must be acknowledged by an SCCHA staff member's signature and dated. The family is provided a copy to keep for their records as evidence of reporting compliance. Failure to comply with the required reporting method may subject the family to adverse action, including retro-active rent charges and/or lease termination.

#### ***15.8 SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (zero income households) or have a temporary decrease in income, the St. Clair County Housing Authority may schedule special reexaminations as frequently as every sixty (60) days until the income stabilizes and an annual income can be determined.

#### ***15.9 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS***

If the new rent resulting from an interim recertification is an increase, the effective date shall be the first of the second month after the recertification is completed and the rent change notice is issued to the family---providing a minimum 30-day notice

of the increase in rent, unless the completion of the interim recertification was delayed by actions within the control of the family.

If the family caused a delay, either by failing to report the change as required or not providing requested information within established timeframes, the resulting rent increase shall be applied retroactively. If a family failed to provide all required information within the required time frames or otherwise delayed completion of the interim recertification, the increase will be applied retroactively to the **first of the second month** after the effective date of the change. If a family failed to report a change within the required time frames the increase will be applied retroactively to the **first of the month** following the effective date of the change. When retroactive effective dates are applied, the family will be responsible for any underpaid rent and may be offered repayment agreement in accordance with the policies contained herein.

If the new rent is a reduction the effective date shall be the first of the month after the month the family reported the change, unless the interim recertification is delayed by actions within the control of the family. If the recertification was delayed by the family, the effective date shall be the first of the month following completion of the interim recertification.

#### **15.10 ADJUSTMENTS DUE TO ERRORS, MISREPRESENTATION, FAILURE TO REPORT**

1. An adjustment in monthly payment shall be retroactive to the first day of the rent period affected when there is:
  - a. *an error due to misrepresentation or failure to report by the Family and the corrected determination results in increased rent;*
  - b. *an error from which the corrected determination results in decreased rent.*
2. An adjustment in monthly payment shall be effective the first day of the second month following the date an error was found if the error was not the fault of the Family and the corrected determination results in increased rent.

#### **15.11 FAILURE TO REPORT INCOME CHANGES AND/OR MISREPRESENTATION**

If it is found at the time of reexamination (or any other time) that the family has failed to report changes in family circumstances as they occurred and that such changes would have required the Family to pay a higher monthly payment, the Authority shall collect the increased payment retroactive to the first of the month after the month in which the changes occurred. Unless the St. Clair County Housing Authority approves a Repayment Agreement the amount shall be due and payable thirty (30) days from the date of the notice to the Family specifying the amount owed. Families determined to have misrepresented and/or failed to report income are subject to lease

termination

### **15.12 PAYMENT ALLOCATIONS**

Monthly payments made by a resident shall be applied in the following order:

- a) ***Security Deposit***
- b) ***Maintenance***
- c) ***Other Charges***
- d) ***Legal Charges***
- e) ***Current Rent***
- f) ***Delinquent Rent***
- g) ***Excess Utilities***

### **15.13 FAILURE TO REPORT INCOME CHANGES WITH EXTENUATING CIRCUMSTANCES**

The Management Director may allow a Family, who fails to report income changes, to enter into a Repayment Agreement under the following circumstances:

1. The failure to report income changes was not an intentional misrepresentation of income; and,
2. The family does not have the funds available to repay the debt in a lump sum; and,
3. The debt is greater than the Family's gross monthly income.

### **15.14 AUTHORITY ERRORS**

The Housing Authority will not calculate retroactive increases if the income change was reported in a timely manner and the Authority failed to make the appropriate adjustment.

### **15.15 FAMILY DISPUTE OF INCOME PROJECTION**

If the family disputes SCCHA's income projection and the projection is lowered the case shall be flagged for follow-up monitoring to determine actual household income for the 12-month recertification period. If it is determined that actual income for the period exceeds the lower projection resulting from the family's dispute of the original projection, and the family did not subsequently report a change of income (i.e. increase), then the family shall be responsible for reimbursement of the underpaid rent for the recertification period. The reimbursement shall be due and payable in lump sum amount within 60 days of the determination.

## **16.0 UNIT TRANSFERS**

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the St. Clair County Housing Authority's deconcentration goal.
- B. To eliminate vacancy loss and other expense due to unnecessary transfers.

### **16.2 INELIGIBLE GROUNDS FOR TRANSFER**

The St. Clair County Housing Authority shall not approve transfer requests based upon the following:

- A. Environmental factors associated with a development location, neighborhood, and/or community. More specifically, the level of criminal activity or fear of criminal activity within a development, neighborhood, and/or community is not grounds for a transfer.
- B. Disputes with neighbors.

### **16.3 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, a law enforcement matter particular to the neighborhood, or a household member is a victim of domestic violence or otherwise qualifies as a victim under the Violence Against Women Act (VAWA). The full "Public Housing Program's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking" is contained in Attachment #S.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible feature to move to a unit with such a feature or to enable modernization work to proceed.



Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain St. Clair County Housing Authority occupancy goals, to adhere to occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the St. Clair County Housing Authority when a transfer is the only or best way of solving a serious problem.

#### **16.4 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

#### **16.5 INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a resident for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities. Family Self-Sufficiency Participants Transfer to Other Public Housing locations or the Section 8 Housing Choice Voucher Program Transfers will be considered for Family Self-Sufficiency (FSS) Program Participants who are in good standing under the FSS Program and who have made meaningful and substantial progress toward the goals contained in their Contract of Participation (COP) and Individual Training and Services Plan (ITSP), as determined by SCCHA. A transfer to another public housing location or the Section 8 Housing Choice Voucher Program (HCVP) will be considered by SCCHA. Such transfers will be offered / executed at the sole discretion of the SCCHA, requiring the approval of the Executive Director based upon the input of the FSS Program Coordinator, the Property Manager, and Department Director(s).
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for

one year whichever is less;

- D. The family is current in the payment of all charges owed the St. Clair County Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of residents or Housing Authority staff.
- G. The family demonstrates the capacity to perform basic home and yard care.

### **16.6 PROCESSING TRANSFERS**

Transfer waiting lists will be maintained by Management District, organized by bedroom size needed and sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be executed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be executed ahead of transfers in category 2.

Transfers in category 3 will be executed along with housing applicants for admission at a ratio of one transfer for every nine admissions.

SCCHA specifically reserves the right to suspend transfer activity if occupancy rates fall below 98%

Transfers shall be administered within the development whenever possible. If a unit of appropriate size/design is not contained and/or not expected to be available within the development in which the family resides on a timely basis commensurate with the need for transfer, the transfer shall be considered secondarily within the management district and finally on a PHA-wide basis. Transfers between management districts require the approval of the Management Director and will only be offered to accommodate Category 1 and 2 transfers, unless there are mitigating circumstances.

### **16.7 ELIGIBILITY REQUIREMENTS**

Families approved for transfers shall meet the following eligibility criteria:

- A. The family must have been in the current unit for at least one year (applicable to Category 3 requests only);
- B. Applicable community service requirements have been met;

- C. The family is current in the payment of all charges owed and has not paid late rent for at least one year;
- D. The family passed the last housekeeping inspection and does not have a record of housekeeping problems during the last year;
- E. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of residents or SCCHA staff.

### **16.8 COMPLETION OF THE TRANSFER BY THE FAMILY**

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit due within two (2) days of being informed the unit is ready to rent. Residents transferring shall be required to pay the currently required Security Deposit amount if it is more than the deposit they previously paid.

Transfers (i.e. the actual movement of the resident’s personal belongings, transfer of utility services, and returning of the keys to the “from” unit) must be fully completed within a maximum seven-day period. When transfers are not fully executed within the seven day period, the resident shall be assessed a daily rental charge equal to the Section 8 Fair Market Rent Limit for the unit size (i.e. number of bedrooms) the resident is transferring from in addition to the resident rent established for the “to” unit.

### **16.9 REFUSING A TRANSFER**

The following is the policy for the rejection of an offer to transfer:

- A. A resident’s refusal to transfer to an appropriate sized unit upon the notification of management shall be grounds for lease termination, unless the refusal is based upon verifiable medical reasons or other good cause as determined by management.
- B. If the transfer is being made at the family’s request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- C. If the transfer is being made at the family’s request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family’s name will be removed from the transfer list.

## **16.10 TRANSFER COSTS**

### **A. Unit Preparation Costs**

When the family (or others on their behalf) initiates the transfer request, the family must pay prior to the transfer a charge equal to an SCCHA estimate of the cost necessary to make the family's existing unit ready for occupancy. The minimum fee is \$250.00 and is non-refundable.

### **B. Moving Costs**

The cost of the transfer generally will be borne by the family in 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 transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- c. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- d. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the SCCHA in the following circumstances:

- a. When the transfer is needed in order to carry out rehabilitation activities; or
- b. When action or inaction by the SCCHA has caused the unit to be unsafe or inhabitable.

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

## **16.11 TRANSFER REQUESTS**

A resident may request a transfer at any time by completing a transfer request form. In considering the request, the Management may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. Management will review the request in a timely manner and if a meeting is desired, shall contact the resident within ten (10) business days of receipt of the request to schedule a meeting.

Management will approve or deny the transfer request in writing within thirty (30) business days of receiving the request, or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

## ***16.12 RIGHT OF THE ST. CLAIR COUNTY HOUSING AUTHORITY IN TRANSFER POLICY***

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer.

## **17.0 INSPECTIONS**

### ***17.1 MOVE-IN INSPECTIONS***

An authorized representative of the St. Clair County Housing Authority will inspect the premises prior to commencement of occupancy. When possible, the resident is notified of the inspection and is encouraged to attend. A written statement of the condition of the premises will be made, all equipment provided will be noted, and the statement will be signed the SCCHA representative with a copy retained in the resident file and a copy given to the resident. The resident will be advised to carefully review the inspection report, immediately notify management if they disagree with the content of the report, and maintain a copy for future reference because the report establishes the condition of the unit upon move-in and will be the basis for any subsequent damage charges.

### ***17.2 POST MOVE-IN INSPECTIONS***

A post move-in inspection of the dwelling unit will be completed within three months after initial occupancy to document proper unit care. The resident shall be given appropriate written notice of the date and time of the inspection, as well as an explanation of the reasons for the inspection. An inspection report shall be completed and signed by the resident and the SCCHA representative. Deficiencies shall be discussed with the resident. If the inspection shows adequate care by the resident, the next inspection will be the annual inspection. If inadequacies on the part of the resident are revealed, further housekeeping inspections as discussed below shall be scheduled.

**17.3 ANNUAL INSPECTIONS**

The St. Clair County Housing Authority will inspect each public housing unit annually to ensure that each unit meets the applicable housing standards. Work orders will be submitted and completed to correct any deficiencies.

**17.4 PREVENTATIVE MAINTENANCE INSPECTIONS**

This is generally conducted along with the annual inspection, but may be completed separately. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

**17.5 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the St. Clair County Housing Authority.

**17.6 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual inspection, or at other times as necessary, the St. Clair County Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

**17.7 NOTICE OF INSPECTION**

For all inspections, except emergency inspections, the St. Clair County Housing Authority will give the resident at least twenty four hour written notice, unless the resident agrees to a shorter notice.

**17.8 EMERGENCY INSPECTIONS**

If any employee and/or agent of the St. Clair County Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

**17.9 PRE-MOVE-OUT INSPECTIONS**

When a resident gives notice that they intend to move, the St. Clair County Housing Authority will upon request of the resident schedule a pre-move-out inspection with

the family. The inspection allows the St. Clair County Housing Authority to help the family identify 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 St. Clair County Housing Authority to ready units more quickly for the future occupants.

#### ***17.10 MOVE-OUT INSPECTIONS***

The St. Clair County Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

### **18.0 PET POLICY**

Residents have the right to have common household pets subject to the terms and conditions of SCCHA's established Pet Policy (Appendix J).

### **19.0 REPAYMENT AGREEMENTS**

When a resident becomes delinquent in the amount owed the St. Clair County Housing Authority and is unable to pay the balance in full, the resident may request that the St. Clair County Housing Authority allow them to enter into a Repayment Agreement. The St. Clair County Housing Authority has the sole discretion of whether to accept such an agreement. Families impacted by the minimum rent provisions of this policy that have had their rent temporarily abated will be afforded a repayment agreement opportunity upon the reinstatement of the minimum rent. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months, unless a longer period is determined appropriate by the Management Director. All Repayment Agreements must be in writing and signed by both parties. There shall be a \$25.00 administrative charge for each repayment agreement, which must be paid at the time of execution. In addition, repayment agreements resulting from resident caused damages or the resident's failure to properly report income require an initial down-payment equal to 20%. The down-payment must be paid at the time of execution of the repayment agreement. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

### **20.0 TERMINATION**

#### ***20.1 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, they will be

responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first. If the resident's monthly rent is less than \$100.00 and less than a 30-day written is given a \$100.00 cancellation fee shall be assessed in addition to the prorated rent amount.

## **20.2 *TERMINATION BY THE HOUSING AUTHORITY***

The St. Clair County Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin. Enforcement of the Community Service Requirement is suspended through 9/30/03 by Congressional action.

The St. Clair County Housing Authority 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 late rental payments;
- 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 housing authority approved resident businesses) and/or their primary dwelling;
- 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. This includes but is not limited to the manufacture of methamphetamine on the premises of the St. Clair County Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;



- L. Permitting persons not on the lease to reside in the unit more than ten (10) consecutive days in any one-month or thirty (30) accumulative days within the last 12 months.
- M. Providing different and/or inconsistent information related to household income, family composition, place or residence, and/or any other material or significant information needed to accurately determine benefit / assistance levels to SCCHA and other State and/or federal assistance providers.
- N. Other good cause.

The St. Clair County Housing Authority 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.

**20.3 *TERMINATING THE TENANCY OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [PUB.L. 109-162, PUB.L. 109-271]***

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that “criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that domestic violence, dating violence, or stalking.”

VAWA also gives SCCHA the authority to “terminate tenancy of any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.”

VAWA does not limit the authority of SCCHA to terminate the assistance of any participant if SCCHA “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.”

**1. Victim Documentation**

When a participant family is facing lease termination because of the actions of a participant, household member, guest, or other person under the participant’s control and a participant or immediate family member of the participant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, SCCHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

- a. A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, and
- b. One of the following:
  1. A police or court record documenting the actual or threatened abuse, or
  2. A statement signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to SCCHA within 14 business days after SCCHA issues its written request. The 14-day deadline may be extended at SCCHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, SCCHA may proceed with lease termination.

If SCCHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant's tenancy is not terminated, SCCHA will bypass the standard process and proceed with the immediate termination of the family's tenancy.

## **2. Terminating the Lease of a Domestic Violence Perpetrator**

Although VAWA provides lease termination protection for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives SCCHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant." This authority supersedes any local, state, or federal law to the contrary. However, if SCCHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or applicable local, state, or federal law regarding termination of assistance [Pub. L. 109-271].

When the actions of a participant or other family member result in SCCHA's decision to terminate the family's lease and another family member claims that the actions involve criminal acts of physical violence against family members or others, SCCHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time

frame, or any approved extension period, SCCHA will terminate the perpetrator's lease right. If the victim does not provide the certification and supporting documentation, as required, SCCHA will proceed with termination of the family's lease.

If SCCHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, SCCHA will bypass the standard process and proceed with the immediate termination of the family's lease.

### **3. PHA Confidentiality Requirements**

All information provided to SCCHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

### **4. Termination Notice**

If a family's lease is to be terminated, involuntarily, SCCHA must give the family written notice that specifies:

- a. The reasons for which the lease has been terminated
- b. The effective date of the termination
- c. The family's right to an informal hearing

If a criminal record is the basis of the termination, a copy of the record must accompany the notice. A copy of the criminal record also must be provided to the subject of the record [24 CFR 982.553(d)].

When termination is initiated by SCCHA, the notice to terminate will be sent to the family at least 30 calendar days prior to the effective date of the termination. However, if a family vacates the unit without informing SCCHA, 30 days notice will not be given. In these cases, the termination will be effective the date SCCHA learns the family has vacated the unit.

When a family gives notice of lease termination they must do so in writing to SCCHA. SCCHA will then send a confirmation notice to the family.

## **20.4 ABANDONMENT**

### **A. Dwelling Unit**

The St. Clair County Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or

actions an intention not to continue living in the unit (i.e. disconnected utilities, most personal property removed from the unit, resident being absent from the unit, etc.).

When a unit has been declared abandoned, Management shall post on the residence and mail to the person the resident has identified as an emergency contact a “Notice of Intention to Claim Abandonment.” The Abandonment Notice shall indicate the reasons Management believes the property to have been abandoned and shall provide the Resident a minimum ten day period in which to contact Management to refute the abandonment declaration. If no contact is made within the specified time period, Management shall have the right to regain control of the premises.

## B. Personal Property

Personal Property of the resident left in the unit after the resident has vacated the unit as a result of:

- a) Lease termination as prescribed in Section 18;
- b) Hazards and/or defects as defined in lease agreement;
- c) The death of the resident when no known survivors and/or heirs can be located; or;
- d) Management declaration of abandonment as discussed in paragraph A above, shall become the property of St. Clair County Housing Authority. Before disposing of the property, SCCHA shall give the resident written notice to remove the property. This notice will be delivered to the resident at the leased premises in accordance with the applicable provisions in the lease, if a new residence or mailing address is unknown. Any expenses incurred by Management in disposing of abandoned personal property shall be charged to the Resident’s account. Any net proceeds from the sale of such property shall be credited to the resident’s account.

## **20.5 RETURN OF SECURITY DEPOSIT**

After a family moves out, the St. Clair County Housing Authority will within 30 days return the security deposit or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The St. Clair County Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 days.

## **21.0 SERVICE CHARGES**

Consistent with HUD guidelines, it is SCCHA’s policy to charge residents for repair work needed as a result of resident neglect, damage, or other factors that exceed normal wear and tear taking into consideration the length of occupancy and other relevant factors. The Service Charge Policy is included as Appendix K.

## **22.0 COLLECTION PROCEDURES**

The procedure used to collect monies due by residents, including rent and all other charges, shall be consistent with SCCHA’s established Collection Policy, which appears as Appendix #L.

## **23.0 GRIEVANCE POLICY**

Applicants and Residents have the right to have any adverse action related to their application or continued occupancy reviewed according to the terms and conditions of SCCHA’s established Grievance Policy (Appendix M).

## **24.0 FIRE LOSS REHOUSING POLICY**

To guide decisions regarding the rehousing of residents when the leased unit has been damaged by fire resulting from tenant accident or neglect, SCCHA has adopted a Fire Loss Re-housing Policy (Appendix P)

## **25.0 SMOKING POLICY**

To comply with the HUD Mandate, SCCHA has adopted a policy to prohibit smoking at all public housing locations. (See Appendix Q)

## **26.0 PARTICIPANT REQUESTS FOR FILE DOCUMENTS**

Requests by participants for copies of documents from the file maintained related to their residency in federally assisted housing shall be considered the same as a request submitted under the Freedom of Information Act (FOIA) in that the request must be submitted in writing, SCCHA has up to 5 business days to respond, and there may be a cost to the participant.

## **27.0 APPENDIX SUMMARY**

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**28.0 EXHIBITS**

1. PIH NOTICE 2012, FEBRUARY 14, 2012, SUBJECT: VERIFICATIONS OF SOCIAL SECURITY NUMBER, ET AL.

# **APPENDIX A**

## **GLOSSARY**

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and recertification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which resident rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** 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.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000.00, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below)

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))



**Dependent Allowance:** An amount, equal to \$480.00 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person 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. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person 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. [1937 Act]

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400.00 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a resident family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the Income-based method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Income-based Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the Income-based method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570

**Imputed Income:** For households with net family assets of more than \$5,000.00 the amount calculated by multiplying net family assets by a SCCHA-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertification when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status (24 CFR 5.504(b))

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** 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; two or more persons, who are at least 50 years of age but below the age of 62, living together; or 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. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:  
  
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to

result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Resident Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b)

**Self-Declaration:** A type of verification statement by the resident as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Resident:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Resident Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, resident rent equals total resident payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, resident rent equals total resident payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Resident Payment (TTP):**

- A. Total resident payment for families whose initial lease is effective on or after August 1, 1982:
  - 1. Total resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
  - 2. Total resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- C. Total resident payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total resident payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total resident payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.



## **APPENDIX B**

### **ACRONYMS**

|      |   |
|------|---|
| ACC  | Annual Contributions Contract                       |
| CFR  | Code of Federal Regulations                         |
| FSS  | Family Self Sufficiency (program)                   |
| HCDA | Housing and Community Development Act               |
| HQS  | Housing Quality Standards                           |
| HUD  | Department of Housing and Urban Development         |
| INS  | (U.S.) Immigration and Naturalization Service       |
| NAHA | (Cranston-Gonzalez) National Affordable Housing Act |
| NOFA | Notice of Funding Availability                      |
| OMB  | (U.S.) Office of Management and Budget              |
| PHA  | Public Housing Agency                               |
| QHWR | Quality Housing and Work Responsibility Act of 1998 |
| SSA  | Social Security Administration                      |
| TTP  | Total Resident Payment                              |

**APPENDIX C**

**ST. CLAIR COUNTY HOUSING AUTHORITY**

**REVISED INCOME LIMITS ALL PROGRAMS**

**EFFECTIVE APRIL 2023**

| <b>INCOME LIMIT TABLE - Effective May 15, 2023</b> |                             |                        |                   |
|--|-----------------------------|------------------------|-------------------|
| <b>PERSONS IN HOUSEHOLD</b>                        | <b>EXTREMELY LOW INCOME</b> | <b>VERY LOW INCOME</b> | <b>LOW INCOME</b> |
| <b>1</b>   | <b>\$21,150</b>             | <b>\$35,200</b>        | <b>\$56,250</b>   |
| <b>2</b>   | <b>\$24,150</b>             | <b>\$40,200</b>        | <b>\$64,300</b>   |
| <b>3</b>   | <b>\$27,150</b>             | <b>\$45,250</b>        | <b>\$72,350</b>   |
| <b>4</b>   | <b>\$30,150</b>             | <b>\$50,250</b>        | <b>\$80,350</b>   |
| <b>5</b>   | <b>\$35,140</b>             | <b>\$54,300</b>        | <b>\$86,800</b>   |
| <b>6</b>   | <b>\$40,280</b>             | <b>\$58,300</b>        | <b>\$93,250</b>   |
| <b>7</b>   | <b>\$45,420</b>             | <b>\$62,350</b>        | <b>\$99,650</b>   |
| <b>8</b>   | <b>\$50,560</b>             | <b>\$66,350</b>        | <b>\$106,100</b>  |

**APPENDIX C**

## APPENDIX D

### INCOME DE-CONCENTRATION WORKSHEET - APU 2023 (Occupancy Data as of 2/3/23)

| Development Number / Name | Number of Units Under ACC | Number of Occupied Units | # of Units Occupied by Extremely Low-Income Families | % of Units Occupied by Extremely Low-Income Families | Census Tract | Percent of Poverty in Census Tract (2020 Census) |
|---------------------------|---------------------------|--------------------------|--|--|--------------|--|
| 30-1                      | 100                       | 88                       | 68   | 77%  | 5045.00      | 47.7%  |
| 30-9                      | 42                        | 36                       | 21   | 58%  |              |  |
| 30-12 Brooklyn            | 16                        | 16                       | 9  | 56%  |              |  |
| 30-19                     | 8                         | 8                        | 7  | 88%  | 5040.02      | 11.1%  |
| 30-28 Lenzberg            | 8                         | 8                        | 6  | 75%  |              |  |
| 30-2                      | 18                        | 18                       | 12   | 67%  |              |  |
| 30-7 Marissa              | 14                        | 14                       | 13   | 93%  |              |  |
| 30-3 Dupo                 | 19                        | 15                       | 12   | 80%  | 5031.00      | 15.0%  |
| 30-5 Smithton             | 10                        | 10                       | 7  | 70%  | 5039.06      | 5.1%   |
| 30-6                      | 51                        | 49                       | 39   | 80%  | 5027.00      | 43.3%  |
| 30-8                      | 106                       | 31                       | 20   | 65%  |              |  |
| 30-20 Cahokia Heights     | 8                         | 8                        | 8  | 100%   |              |  |
| 30-10                     | 110                       | 99                       | 72   | 73%  | 5028.00      | 42.4%  |
| 30-60                     | 85                        | 72                       | 55   | 76%  |              |  |
| 30-80 Cahokia Heights     | 16                        | 14                       | 9  | 64%  |              |  |
| 30-11 Cahokia Heights     | 44                        | 41                       | 21   | 51%  | 5025.00      | 45.2%  |
| 30-13                     | 16                        | 16                       | 13   | 81%  | 5040.01      | 4.6%   |
| 30-21 New Athens          | 16                        | 16                       | 11   | 69%  |              |  |
| 30-14 Lebanon             | 24                        | 23                       | 13   | 57%  | 5043.02      | 12.3%  |
| 30-16                     | 38                        | 34                       | 25   | 74%  | 5016.05      | 2.9%   |
| 30-27 Belleville          | 64                        | 62                       | 50   | 81%  |              |  |
| 30-17 Washington Park     | 32                        | 32                       | 28   | 88%  | 5022.00      | 47.7%  |
| 30-18 Swansea             | 16                        | 16                       | 9  | 56%  | 5033.01      | 14.9%  |
| 30-22 Millstadt           | 18                        | 17                       | 12   | 71%  | 5032.03      | 4.6%   |
| 30-24 O'Fallon            | 20                        | 19                       | 14   | 74%  | 5043.51      | 12.4%  |
| 30-61 Belleville          | 48                        | 45                       | 33   | 73%  | 5019.00      | 10.7%  |

\* Denotes Development with less than 40% of Extremely Low Income Households.

Source: "2020 Census Data"

**ST CLAIR COUNTY HOUSING AUTHORITY  
INCOME CONCENTRATION ANALYSIS**

**AGENCY PLAN 2023**

| Development   | AMP   | Average Income         | Weighted Average       | Adjusted Avg. Income   | 85% Threshold          | 115% Threshold         | Within Range           |                  |
|---|---|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------|
| PHA-WIDE  |   | \$19,961               | 1.03                   | \$20,538               | \$17,457               | \$23,618               |                        |                  |
| Thomas Terry Apts.  | 001   | \$21,231               | 1.09                   | \$23,227               |                        |                        | Y                      |                  |
| Ernest Smith Sr.  | 003   | \$21,257               | 1.16                   | \$24,658               |                        |                        | N                      |                  |
| Private Mathison Manor                                    | 002   | \$19,370               | 1.09                   | \$21,119               |                        |                        | Y                      |                  |
| Weighted Average Adjustment For Bedroom Size Distribution |   |                        |                        |                        |                        |                        |                        |                  |
|   | Occupied Units  | Efficiency Units (.70) | 1-bedroom Units (0.85) | 2-bedroom Units (1.00) | 3-bedroom Units (1.25) | 4-bedroom Units (1.40) | 5-bedroom Units (1.61) | Check Unit Count |
| PHA-WIDE  | 802   | 2                      | 295                    | 270                    | 183                    | 45                     | 7                      | 802              |
| Thomas Terry Apts.  | 144   | 0                      | 28                     | 58                     | 42                     | 12                     | 4                      | 144              |
| Ernest Smith Sr. Apts.                                    | 88  | 0                      | 13                     | 20                     | 44                     | 8                      | 3                      | 88               |
| Private Mathison Manor                                    | 185   | 0                      | 16                     | 98                     | 62                     | 9                      | 0                      | 185              |
| PHA-Wide  | $(2 \times .70) + (295 \times .85) + (270 \times 1) + (183 \times 1.25) + (45 \times 1.40) + (7 \times 1.61) / 802$ |                        |                        |                        |                        |                        |                        |                  |
|   | 1.03  | 1.03                   |                        |                        |                        |                        |                        |                  |
| Thomas Terry Apts.  | $0 \times .70 + 28 \times .85 + 58 \times 1 + 45 \times 1.11 + 12 \times 1.40 + 4 \times 1.61 / 144$                |                        |                        |                        |                        |                        |                        |                  |
|   | 1.09  | 1.09                   |                        |                        |                        |                        |                        |                  |
| Ernest Smith Sr. Apts.                                    | $0 \times .70 + 13 \times .85 + 20 \times 1 + 44 \times 1.25 + 8 \times 1.40 + 3 \times 1.61 / 88$                  |                        |                        |                        |                        |                        |                        |                  |
|   | 1.16  | 1.16                   |                        |                        |                        |                        |                        |                  |
| Private Mathison Manor                                    | $0 \times .70 + 16 \times .85 + 96 \times 1 + 67 \times 1.25 + 9 \times 1.40 + 0 \times 1.61 / 188$                 |                        |                        |                        |                        |                        |                        |                  |
|   | 1.09  | 1.09                   |                        |                        |                        |                        |                        |                  |
| <i>Report calculated using data as of 2/3/2023</i>        |   |                        |                        |                        |                        |                        |                        |                  |

## APPENDIX E

### SECURITY DEPOSITS

The following Security Deposits are required to be paid by all tenants at the time a Lease Agreement is signed, and prior to moving in, unless other arrangements are approved by SCCHA.

|   |   |
|---|---|
| All units (except single family houses) | Greater of \$200.00 or Net Tenant Payment (one months rent) |
| Single family houses                    | Greater of \$300.00 or Net Tenant Payment (one months rent) |
| Pet Deposit – Elderly                   | \$200.00  |
| Pet Deposit – Family                    | \$200.00  |

*Note: As explained in the ACOP, a higher security deposit may be charged if a household is conditionally approved for occupancy despite having one or more negative screening factors that would otherwise make them ineligible (such as having one or more civil judgments from a prior tenancy, moving from another federal housing provider owing a balance that has subsequently been paid, being given a negative occupancy assessment from a prior landlord, having no prior independent rental experience, etc.).*

**APPENDIX F**

**ST. CLAIR COUNTY HOUSING AUTHORITY**  
**DWELLING LEASE**

**SECTION I - IDENTIFICATION OF PARTIES, DWELLING UNIT, AND LEASE TERMS**

1. LEASE EFFECTIVE DATE: \_\_\_\_\_
2. LEASE EXPIRATION DATE: \_\_\_\_\_
3. CLIENT NO: \_\_\_\_\_
4. DEVELOPMENT NO: IL 30- \_\_\_\_\_
5. MANAGEMENT: ST. CLAIR COUNTY HOUSING AUTHORITY
6. RESIDENT (HEAD OF HOUSEHOLD/CO-HEAD): \_\_\_\_\_
7. LEASED PREMISES: \_\_\_\_\_
8. NO. OF BEDROOMS: \_\_\_\_\_
9. INITIAL MONTHLY RENT: \$ \_\_\_\_\_
10. SECURITY DEPOSIT REQUIRED \$ \_\_\_\_\_
11. UTILITIES/EQUIPMENT (INSERT "M" MANAGEMENT PROVIDED, "R" IF RESIDENT PROVIDED AND "N/A" IF NOT APPLICABLE).

\_\_\_\_ ELECTRICITY    \_\_\_\_ GAS    \_\_\_\_ WATER    \_\_\_\_ SEWER  
\_\_\_\_ STOVE    \_\_\_\_ REFRIGERATOR    \_\_\_\_ GARBAGE PICK UP

12. HOUSEHOLD MEMBERS:

|                 | <u>HEAD OF HOUSEHOLD:</u> | <u>DATE OF BIRTH</u> | <u>SOCIAL SECURITY #</u> |
|-----------------|---------------------------|----------------------|--------------------------|
| 1.              | _____                     | _____                | _____                    |
| <u>CO-HEAD:</u> |                           |                      |                          |
| 2.              | _____                     | _____                | _____                    |
| 3.              | _____                     | _____                | _____                    |
| 4.              | _____                     | _____                | _____                    |
| 5.              | _____                     | _____                | _____                    |
| 6.              | _____                     | _____                | _____                    |
| 7.              | _____                     | _____                | _____                    |
| 8.              | _____                     | _____                | _____                    |
| 9.              | _____                     | _____                | _____                    |
| 10.             | _____                     | _____                | _____                    |

LIVE-IN AIDE:

\_\_\_\_\_

1. RENEWAL OF TENANCY: After the original one-year term specified in Section I herein, this lease shall automatically renew for another year, unless terminated as provided by this lease.
2. REQUIRED PAYMENTS: The term "Required Payments" shall include (a) the amount fixed as rent for use and occupancy of the dwelling unit, including provision of services and equipment customarily furnished by Management without extra cost; and (b) amounts chargeable for additional or special services, and use of special equipment; (c) security deposits due and owing under this lease; and (d) reasonable charges for maintenance and repair beyond normal wear and tear to the leased dwelling, development buildings, development facilities or other development areas caused by the Resident, by members of the Resident's family, or by their guests. Maintenance service charges are generally based on a time and material basis and are subject to the terms and conditions of Management's Service Charge Policy.
3. PAYMENTS DUE UNDER LEASE: The rent for the original term of this lease shall be the amount shown in Section I, item 9 herein, unless adjusted in accordance with the provisions of Section II, Paragraph 6 herein.

The specified rent is based upon (check only one):

- Management-determined Flat Rent for the unit
- Income-based Rent for the unit
- Management-determined Ceiling Rent for the unit

The Resident may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the Income-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

Rents and other charges are due and payable on or before the 1<sup>st</sup> day of the month. If the balance due is not paid in full by the close of business on the 12<sup>th</sup> day of the month (or the following business day if the 12<sup>th</sup> falls on a Saturday, Sunday, or holiday) a Fourteen (14) Day Rent Demand Notice, signifying the start of the legal process, will be issued, unless court action is pending. A \$20.00 fee will be assessed.

If the account is not paid in full by the close of business on the 26<sup>th</sup> day of the month (or the following business day if the 26<sup>th</sup> day falls on Saturday, Sunday, or holiday), a Forcible Entry and Detainer Action (FE&D) shall be started, unless court action was started previously. The Resident shall be charged the appropriate service fee as established by the St. Clair County Sheriff and a \$20.00 administrative service fee. All payments received by Management shall be applied first towards all "other" charges or amounts due, with the balance applied towards rent; current rent first, then delinquent rent. Once legal action is initiated, it shall not be stopped until the Resident's account equals zero.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

Maintenance and other charges, except for rent and collection fees described in this part, which exceed \$30.00 are payable in 25% increments upon the written request of the Resident and unless other payment arrangements are agreed to by Management. Maintenance and other charges due shall be deducted from any utility reimbursements due the Resident.

Residents who pay late (pay after the 12<sup>th</sup>) four or more times and/or those issued two or more Legal Action Notices (i.e. Notification of FE&D filing--which occurs on or around the 26<sup>th</sup> of the month) in the most recent twelve (12) month period shall have their leases terminated.

All payments hereunder shall be paid by check or money order and mailed or delivered to St. Clair County Housing Authority, 1790 South 74th Street, P.O. Box 23380, Belleville, IL 62223. Residents will be charged a \$20.00 fee for processing returned checks. Should the Resident have two personal checks returned within the most recent twelve (12) month period, upon notification by Management, the Resident shall make all future payments by money order or cashier's check.

Management reserves the right to submit Utility Assistance Payments, (UAP) due the Resident, if applicable, to the local Utility Company on behalf of the Resident.

4. SECURITY DEPOSIT: Resident agrees to pay a security deposit as provided in Section I, item 10, herein to be used by Management at the termination of this lease toward reimbursement of delinquent rent, maintenance charges, and/or any other charges due and payable by the Resident under the terms of this lease. Resident failure to pay Management the security deposit as agreed will result in lease termination. The security deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit.

Management has the right to increase the security deposit required of the Resident during the term of occupancy based upon significant alteration to the unit by the Resident and/or the Resident having established a pattern of poor housekeeping and/or damage to the property.

Management agrees to return the security deposit, without interest, to Resident upon move-out less any deductions for rent or other charges due.

In accordance with the requirements of Illinois revised statutes, Chapter 80, Section 101, Management will give Resident a written statement of any charges for damages and/or other charges to be deducted from the security deposit within thirty (30) days of Resident move out.

5. PET POLICY: Residents are not allowed to own pets, except for caged birds or rodents (i.e. hamster, gerbil, etc.) and/or fish in a fish bowl and/or aquarium, unless authorized by Management in writing. Upon request by the Resident, Management shall consider authorizing pets other than birds, rodents, and fish as described in accordance with its established Pet Policy. It is considered a material violation of this lease for the Resident to house a restricted pet without written approval of Management.

6. REDETERMINATION OF RENT, DWELLING SIZE, ELIGIBILITY

- A) Annual Reviews - This provision is applicable only to Resident who is paying Income-based rents. At least once each year, but as requested by Management, Resident agrees to furnish accurate information to Management as to family income, employment/education status, and composition, for use by Management in determining whether the rent should be changed and whether the dwelling size remains appropriate for Resident's needs. Rent adjustments pursuant to said annual reviews shall be effective on the Resident's anniversary date as specified in Section I above, provided the Resident receives a minimum thirty (30) day notice of an increase in the rent, unless the Resident delayed completion of the rent review by failing to cooperate with Management and/or misrepresenting or failing to give complete information to Management. In such cases, the rent increase shall be effective on the anniversary date or other date determined appropriate by Management. If the Resident fails to cooperate with the recertification process, resulting in Management's inability to complete the recertification as scheduled, the Resident's monthly rent shall increase to the currently established "flat" rent for the appropriate unit size, until such time as the Resident's cooperation is secured and/or the Resident's lease is terminated.

Management shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve (12) month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a state TANF program within the last six (6) months.

- B) Three Year Reviews - Income reviews will be held every third (3<sup>rd</sup>) year for Residents choosing the Flat Rent Option. Residents who have chosen this option will be notified at the appropriate time for their recertification. Family composition is certified annually for flat- rent tenants.

- C) Resident Right to Change Rent Choice Option and Special Rent Review - At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve (12) month period or the Resident is reporting no income and Resident has chosen the Income-based rent Option, Management will schedule special rent reviews which may be as frequent as every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc., or other circumstances create a hardship on the family such that the Income-based Rent would be more financially feasible for the family.

Residents paying rent based on income may meet with Management to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Management's grievance procedures.

- D) Income Changes - The Resident must report an increase in household income of \$200.00 or more when the increase is reasonably anticipated to last longer than sixty (60) days) between regularly scheduled annual reviews under the following circumstances: 1) the family receives a utility assistance payment (i.e. a negative monthly rent amount); 2) the increase in household income is the result of a new *benefit source* (i.e. Social Security, SSI, TANF, Unemployment Benefits, etc.); 3) the increase in income could have reasonably been anticipated by the Resident at



the time of the last annual recertification (i.e. registration with temporary employment agency completed but actual job assignment not yet received). The Resident may report decreases in income and/or increases in deductions which are expected to last sixty (60) days or longer for the purpose of having their rent decreased if it is believed that the monthly rent exceeds 30% of adjusted income. If Management conducts an interim rent review to reduce the monthly rent, the Resident is obligated to report any subsequent increase in income and/or decrease in deductions that occur prior to the next regularly scheduled annual rent review. Income changes must be reported to Management on a form designated for this purpose which is available at the SCCHA Central Office and on-site Management Offices where they exist. Failure to report income changes when required shall be grounds for lease termination. Management shall complete an interim recertification upon the request of the Resident based upon a reported and verifiable decrease in income (or increase in deductions) that is expected to last a minimum of sixty (60) days when management determines that an updated projection of household income will substantially deviate from the previously established annual adjusted household income amount for the recertification period. HUD defines "substantial deviation" as \$2,400.00 or more annually.

A Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For the purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, Resident's rent will be reduced as a result of such a decrease.

- E) Interim Rent Reviews - An interim rent review shall take place when determined appropriate by Management based on the reporting of changes in income sources and/or amounts by the Resident as specified in paragraph (D) above. Interim rent adjustments shall be effective as follows: 1) on the 1<sup>st</sup> of the month following the effective date of the change in the case of a decrease in income which is reported to Management within thirty (30) days of the change. When the decrease in income is not reported within thirty (30) days, the effective date shall be the 1<sup>st</sup> of the month after the rent review has been completed; 2) on the 1<sup>st</sup> day of the second month after completion of the interim rent review in the case of an increase in income, unless Management determines that the Resident either failed to report the increase to Management within thirty (30) days of the effective date of the change or delayed the interim rent adjustment determination by failing to cooperate with Management during the verification process---in which case, the interim rent increase will be retroactive to the 1<sup>st</sup> day of the second month following the effective date of the increase in income.
- F) Changes in Rent - Management shall notify the Resident of any changes in rent by delivering a "Notice of Rent Adjustment" to the Resident by personal service or first-class mail.
- G) Misrepresentation/Failure to Report - If it is determined that the Resident misrepresented or failed to report to Management all the facts upon which rent is based, so that the rent charged is less than it should be, the resulting increase in rent shall be made retroactive to the date determined appropriate by Management and lease termination may result.
- H) Changes in Family Composition - Resident must report to Management all changes in family composition, which occur between annual reviews. The birth of a child to an existing family member, adoption, or court awarded custody must be reported within thirty (30) days. All other additions to a household (including those resulting from marriage, foster care, or personal-care attendants, etc.) must be reported to and approved by Management prior to the person(s) establishing residency at the leased premises. Deletion of a family member must be reported to Management within thirty (30) days of the occurrence and must be documented to the reasonable satisfaction of Management.
- I) Dwelling Size/Transfers - The Resident understands that Management assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and Management's Transfer Policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Management, the Management may terminate the lease. Transfers shall be executed within the development in which the Resident resides, unless an appropriate sized unit is unavailable in the development in a time frame determined by Management to be commensurate with the need/severity of the situation. In such a situation, Management will offer the Resident an appropriate sized unit within either the same Management District or Management's entire public housing inventory. All transfer requests, including those based

upon reasons other than inappropriate unit size, shall be carried out by Management as prescribed by Management's transfer guidelines contained in Management's Admission and Continued Occupancy Policy, incorporated herein by reference.

If Management determines that the Resident must transfer to another unit based on family composition, the Resident shall be notified. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Management's grievance procedures.

- J) Income-based Upon Projected Earnings - If it is determined by Management that a Resident who has elected an Income-based Rent has established a pattern of starting and stopping employment so that their monthly rent is kept artificially low, Management may base their rent upon historical and projected annual earnings.
7. RESIDENT'S RIGHT TO USE AND OCCUPANCY: The Resident shall have the right to exclusive use and occupancy of the leased premises, which shall include reasonable accommodations of Resident's guests or visitors and may include, with the consent of Management, care of foster children and a live-in aide for the care of an elderly or disabled Resident. Reasonable accommodation of the Resident's guest or visitors shall not exceed ten (10) days within any thirty (30) day period or thirty (30) days in any twelve (12) month period, unless written authorization from Management is obtained. A minor child of an adult household member in a "joint custody" or "visitation" arrangement is excluded from these visitation limitations. A copy of the "custody agreement" must be provided to Management. A Resident with disabilities shall be provided reasonable accommodation to the extent feasible to provide the Resident with an opportunity to use and occupy a dwelling unit on a basis substantially equivalent as a person without a disability. The Resident shall at any time during the tenancy have the right to request reasonable accommodation of a household member with a disability including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy. The established Head of Household shall retain the right to remove any household member including a co-head or other adult members, from this agreement, subject to the provisions of Article 6, Paragraph H. The Resident shall use the premises as a private dwelling for himself or herself and the named persons on the lease and shall not permit its use for any other purpose without the written permission of Management.
8. MANAGEMENT'S OBLIGATIONS/RIGHTS: Management shall:
- A) Maintain the premises and the development in a decent, safe, and sanitary condition;
  - B) Comply with requirements of applicable building or housing codes, and HUD regulations materially affecting health and safety;
  - C) Make necessary repairs to the premises within a reasonable time to maintain the unit to minimum Federal Housing Quality Standards;
  - D) Keep development buildings, facilities, and common areas not otherwise assigned to the Resident for maintenance and upkeep in a clean and safe condition;
  - E) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Management ---specifically excepted is the obligation to maintain central air-conditioning units in housing developments not specifically designed for seniors/disabled;
  - F) Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage, and according to local ordinances), except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection ---Management will not be responsible for failure to furnish utilities due to factors beyond its control including, but not limited to: service interruptions caused by the utility provider, power failures, strikes, fire, broken pipes, etc. or for any damage to Resident's possession resulting there from;
  - G) Provide and maintain appropriate receptacles and facilities for the deposit of ashes, garbage, rubbish, and other waste removed from the premises by the Resident in accordance with Paragraph 9, subpart H ---specifically excepted is the obligation to provide containers for the exclusive use of an individual resident family;
  - H) When determined necessary or desirable by Management, assign designated parking areas;
  - I) To notify resident of the specific grounds for any adverse action, and to provide the opportunity for a hearing under Management grievance procedure, if required.
9. RESIDENT'S OBLIGATIONS: The Resident shall:
- A) Not assign the lease or sublease the premises;

- B) Not provide accommodations for boarders or lodgers;
- C) Not provide accommodations to guests or visitors, which exceed the total of ten (10) days in any thirty (30) day period or a total of thirty (30) days during any twelve (12) month period;
- D) Use the premises solely as a private dwelling unit for the Resident and the Resident's household as identified herein, and not use or permit its use for any other purpose; except with the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses and insurance coverages as required by Management.
- E) Comply with all obligations primarily imposed upon Residents by applicable provisions of building and housing codes materially affecting health and safety;
- F) Keep the premises and such other areas as may be assigned for his exclusive use (including applicable front, rear, and side yard areas, patio, and other exterior areas) in a clean and safe condition;
- G) Not litter the grounds or common areas of the property;
- H) Dispose of all common household garbage and other waste from the premises in a sanitary and safe manner using disposal service provided by Management.
- I) Arrange for disposal of all bulk items owned or otherwise in the possession of Resident (including but not limited to tires, box springs, mattresses, couches, chairs, and other household furniture items) in manner consistent with local municipal guidelines and at the Residents expense;
- J) Use in a reasonable manner all electrical, plumbing (including outside water faucets), sanitary, heating, ventilating, air-conditioning, and other appurtenances including but not limited to elevators, trash compactors, entry guard systems, etc., and give Management prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment, or any other part of the unit or related facilities;
- K) Keep all Resident paid utilities in the name of the Head of Household, maintain active services, and authorize and release utility company data to Management upon request;
- L) Refrain from and cause his household members, guests and others on the premises as a result of his occupancy, to refrain from destroying, defacing, damaging , or removing any part of the premises or development, (specifically including but not limited to smoke detectors) or undertaking any hazardous acts or anything that will damage the property;
- M) Replace smoke detector batteries as needed;
- N) Pay a reasonable charge for the repair and damages to the premises, development building, facilities or common areas resulting from other than normal wear and tear and caused by the Resident, his household members or guests or others on the premises as a result of his occupancy;
- O) Conduct himself and cause other persons who are on the premises as a result of his occupancy to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations or disturb Management or its Agents' ability to conduct business and will be conducive to maintaining the development in a decent, safe, and sanitary condition---specifically including, but not limited to, disruptions caused by abuse of alcohol or illegal drugs;
- P) Refrain from and cause household members, guests, or other persons who are on the premises as a result of his occupancy to refrain from all illegal activity and/or other activity; specifically including, but not limited to, drug related (i.e. illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance) and violent criminal activity on or near public housing property which impairs the physical or social environment of the development;
- Q) Perform seasonal maintenance or other maintenance tasks in single family, duplex, and row multi-family houses in accordance with the rules established in the Resident Handbook or as incorporated into this lease by addendum. Residents with disabilities who are unable to perform the required maintenance tasks may be exempted provided they submit a request for reasonable accommodation.
- R) Allow Management to exterminate the premises, according to established schedule, including assisting with moving possessions for same and deployment of mouse traps and other control devices;
- S) Report changes in income amounts/sources and/or family composition as specified in paragraph 6;

- T) Refrain from and cause his household members and guests to refrain from making criminal threats or otherwise attempting to intimidate, harm, or injure Management's employees, contractors, or other persons on the premises with Management's consent;
  - U) Be responsible for all broken, damaged, and/or missing window glass, screens and storm doors; normal wear and tear excepted;
  - V) Be responsible for damage to and theft of containers provided by Management for the disposal of household trash; normal wear and tear excepted;
  - W) Return trash receptacle(s) to designated area within twenty-four (24) hours of the trash pickup;
  - X) Refrain from and cause household members, guests, and others on the premises as a result of his occupancy, to refrain from parking, storing, or otherwise housing on the premises a vehicle(s) which is derelict, inoperable, not properly licensed and/or plated, or otherwise poses a potential hazard;
  - Y) Refrain from and cause household members, guests, and others on the premises as a result of his occupancy to refrain from parking a vehicle(s) in any area other than designated parking areas. Parking in or on yard areas and/or sidewalks is specifically prohibited.
  - Z) Abide by applicable Community Service provisions specified in Management's Admissions and Continued Occupancy Policy.
  - AA) Households with minor children must be in compliance with the St. Clair County Truancy Ordinance as it relates to school attendance.
  - BB) The resident and all adult household members have an affirmative obligation to fully cooperate with law enforcement officials during the investigation of suspected criminal activity occurring on management's premises and/or involving the resident, household members or other persons on management's premises.
  - CC) Any information that the Resident and all adult household members provides to management must be true and complete.
  - DD) Provide consistent information related to household income, family composition, place of residence, and/or any other material or significant information needed to accurately determine benefit / assistance levels to SCCHA and other local, State and/or federal assistance providers.
  - EE) Refrain from and cause household members to refrain from any felony conduct or establishing a pattern of misdemeanor criminal conduct on or off the premises.
10. BAN AND BAR POLICY PROVISIONS: The Resident acknowledges Management's Ban and Bar Policy and agrees to comply with all material aspects of said policy. Notwithstanding the other provisions of Management's Ban and Bar Policy, the Resident specifically herein acknowledges and accepts:
- A) Responsibility for being aware of persons officially banned from Management's property;
  - B) That allowing banned persons to visit the leased premises shall be considered a material violation of the lease agreement and subject Resident to lease termination.
11. "ONE STRIKE AND YOU'RE OUT" PROVISIONS: The following provisions are incorporated into the lease to comply with President Clinton's Executive Order and HUD Regulations pertaining to the "One Strike and You're Out" policy initiative.
- Any criminal activity on the part of the Resident, Resident's household members, and/or any guest/visitor is grounds for eviction if it threatens the health, safety, or rights to peaceful enjoyment of the premises by other residents.
- All drug related criminal activity occurring on or off the premises involving the Resident and/or Resident's household members is cause for eviction.
- Actual arrest and/or criminal conviction is not necessary to trigger eviction proceedings. Criminal activity is cause for eviction even in the absence of conviction or arrest.
- Resident, Resident's household members, and/or guest(s) determined by Management to be illegally using a controlled substance, or where illegal use of a controlled substance is determined by Management to interfere with the rights of other residents shall be subject to eviction.
- Any Resident, Resident household members, and/or guest(s) determined by Management to abuse alcohol to the extent it interferes with the rights of other Residents, shall be subject to eviction.

The Resident and all adult household members shall timely report to both Management and law enforcement any circumstances which lead the Resident to believe that illegal drugs are being possessed, used, sold, or distributed anywhere on Management's premises.

12. DEFECTS HAZARDOUS TO LIFE, HEALTH, SAFETY, AND PROPERTY: The rights and obligations of the Resident and Management in the event that premises are rendered uninhabitable, regardless of causes are as follows:

- A) The Resident shall immediately notify the Management Office of the hazard, defect, or damage;
- B) Management shall be responsible for repair of the dwelling unit within a reasonable time, provided that if the damage was caused by the Resident, household members, guests, or others on the premises as a result of occupancy, the reasonable cost of the repairs shall be charged to the Resident;
- C) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within reasonable time.
- D) Resident shall be entitled to abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with sub-paragraph (B) of this paragraph or alternative accommodations are not provided in accordance with sub-paragraph (C) of this paragraph, except that no abatement of rent shall occur if the Resident rejects the alternative accommodations or if the damage was caused by the Resident, Resident's household or guests.
- E) If the defect, hazard, or damage is reasonably determined to have been caused by the Resident, household member, or others on the premises as a result of his occupancy, lease termination may result.
- F) If during any period the resident does not occupy the dwelling unit, the resident must provide Management an address and/or telephone number at which he can be reached.
- G) Management is not responsible or liable for damage or loss of Resident's personal property that results from factors beyond its control ---Residents are encouraged to protect the value of their personal property by purchasing renter's insurance.
- H) Regardless of any other provision of this lease and regardless of any policy(s) of insurance insuring the housing authority for any loss, in the event of any loss or damage to housing authority property, including but not limited to fire loss, caused by the intentional or negligent acts of the Resident or the Resident's family or guests it is the express intent of the parties to this lease that the Resident shall remain fully liable for any such loss or damage.

13. INSPECTIONS: When Resident moves in and again after about ninety (90) days of occupancy, Management shall inspect the dwelling unit and shall give the Resident a written statement of the condition of a dwelling unit and all of its equipment. Resident and/or his representative shall have the right to join in such inspection. The report shall be signed by Management and the Resident (if available), and a copy of the statement shall be retained by Management in the Resident's folder. When Resident vacates, Management will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. At least once each year during the term of occupancy Management shall inspect the dwelling unit to ensure that Resident is in compliance with applicable subparts of Paragraphs 9 and 10. If Management has reason to believe that the Resident has failed to comply with the terms of this lease, an inspection may be conducted as often as determined necessary by Management. Property damage resulting from Resident abuse or neglect will result in the Resident being assessed maintenance charges, increased security deposit and/or subject to lease termination. Resident may be required to participate in a management sponsored workshops or otherwise cooperate with Management for the purpose of assisting the Resident in solving occupancy related problems.

14. ALTERATIONS AND RESIDENT EQUIPMENT: Resident shall obtain the written approval of Management before making any alterations to the dwelling unit or building. The term alteration includes, but is not limited to repainting; installation of wall paper, contact paper, mirror tiles or paneling; the replacement or installation of new locking devices on interior and exterior doors; the replacement of light fixture with ceiling fans, etc. If resident makes any such alterations without Management's consent, Management may; (a) grant approval of the alteration; (b) cause the alterations to be removed and the premises restored to the former condition and Resident shall on demand, pay the cost of such removal and restoration; (c) Management may consider the making of such alterations to be a default under the lease and seek lease termination, and/or; (d) increase the security deposit required. Any substantial alterations or addition made to the premises shall become the property of Management unless same can be removed without injury to the premises or unless otherwise agreed to by Management in writing.

Resident shall notify Management regarding the installation of any fixture or appliance, including but not limited to, Resident owned range, refrigerator, air-conditioning unit, washer, dryer or freezer. Notification shall be submitted in written form acknowledged by Management within ten (10) days of installation. If it is determined that any such

installation poses a threat to the safety and well-being to life or property, Management shall have the right to have the Resident remove the equipment /appliance. Management shall not be responsible for repair of Resident owned equipment or financial loss resulting from required removal/inability to use.

15. ENTRY OF PREMISES: Management shall, upon reasonable advance notification to the Resident or with the permission of the Resident or other adult household member shall have the right to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections or for making improvements or repairs. In the absence of the Resident's authorization, a written statement specifying the purpose of the Management entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advanced notification. Management may enter the premises at any time without advanced notification or Resident's permission when there is reasonable cause to believe that an emergency exists. In the event that the resident and all adult members of his household are absent from the premises at the time of emergency entry, Management shall leave on the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises. Resident requests for maintenance service shall constitute permission for maintenance to enter for the purpose of correcting the condition reported.
16. LIVE-IN AIDE: Elderly, disabled, or handicapped residents have the right, under certain conditions and circumstances, to have a Live-in Aide. Live-in Aide is defined as a person who resides with an elderly, disabled, or handicapped Resident and who: a) is determined by SCCHA to be essential to the care and well-being of the person; 2) is not obligated for support of the person; and 3) who would not be living in the unit except to provide necessary supportive services. Income(s) of a Live-in Aide is not included for eligibility and rent determination purposes. A Live-in Aide must abide by all terms and conditions of occupancy applicable to Residents, but is not considered a Resident for residual family member status as defined in SCCHA's Admissions and Continued Occupancy Policy or any other program purpose.
17. LEGAL NOTICES: Except as otherwise provided herein any management notice to Resident required hereunder will be sufficient if delivered in writing to Resident personally, or to any member of the household thirteen (13) years or older residing in the dwelling unit, or sent by prepaid first-class mail properly addressed to Resident. If the Resident is visually impaired, a notice shall be issued in an accessible format, provided that the Resident has duly notified Management previously of the vision impairment. Resident notice to Management must be in writing and delivered to Management's Central Office or on-site Management Office where one exists, personally or by first-class mail properly addressed. Notice regarding changes in income/family composition must be reported as specified in Paragraph 6.
18. TERMINATION OF LEASE: This lease may be terminated by the Resident at any time by giving a thirty (30) day written notice as prescribed in Paragraph 15. If Resident does not provide thirty (30) day notice, Management shall charge rent on a pro-rated basis from the time Resident notifies Management of intent to vacate or when Management makes said determination to such time until a full thirty (30) days has elapsed. If the Resident's monthly rent is less than \$100.00 per month and less than thirty (30) days notice is given, a \$100.00 lease cancellation fee shall be assessed in addition to the prorated rent charge. Upon moveout, the Resident must return all keys to Management and the leased premises and equipment, including appliances, must be clean and in proper working order. Management shall not terminate or refuse to renew the lease for other than serious or repeated violation of material terms of the lease, the Admission and Continued Occupancy Policy or other policy referred to herein. If Management determines or discovers that a Resident is a registered sex offender the lease shall be terminated. Management shall give written notice of termination of the lease: a) fourteen (14) days in the case of failure to pay rent; b) a reasonable time commensurate with the exigencies of the situation in the case of serious criminal activity or the creation or maintenance of a threat to the health or safety of other residents, Management employees, or property, and; c) thirty (30) days in all other cases, unless state law permits a shorter period. The notice of termination to the Resident shall state reasons for the termination, shall inform the Resident of the right to make such reply as he may wish, examine documents directly related to the termination, and of the right to request a hearing in accordance with Management's Grievance Policy and/or defend the action in court.
19. ABANDONMENT: If during the term of the lease Management discovers circumstances which suggest that the leased premises have been abandoned by the Resident (i.e. Resident absent from the unit, utilities disconnected, most personal property having been removed from the premises, seriously delinquent rent payments, etc.); Management shall deliver to the Resident a "Notice of Intention to Claim Abandonment." The abandonment notice shall indicate the reasons Management believes the property to have been abandoned and shall provide the Resident a minimum ten (10) day time period in which to contact Management to refute the abandonment declaration. If no contact is made within the specified time period, Management shall have the right to regain control of the premises.

Personal property of the Resident left in the unit after the Resident has vacated the unit as a result of lease termination as prescribed in Paragraph 16, hazards and/or defects as discussed in Paragraph 10, the death of the Resident when no known survivors and/or heirs can be located, or management declaration of abandonment as discussed in this paragraph, shall become the property of Management. Before disposing of the property, Management shall give the Resident written notice to remove the property. This notice will be delivered to the Resident at the leased premises in

accordance with Paragraph 15, if a new residence or mailing address is unknown. Any expenses incurred by Management in disposing of abandoned personal property shall be charged to the Resident's account. Any proceeds from the sale of such property shall be credited to the Resident's account.

20. GRIEVANCE PROCEDURES: All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure which shall comply with applicable regulations of the Department of Housing and Urban Development, [24 CFR, Sec. 966, sub-part B], or subsequent modifications thereof. The procedure shall be posted in Management's Central Office, all on-site Management Offices or Community Centers where they exist, and is incorporated herein by reference. Reasonable accommodation shall be granted to Residents with disabilities as it relates to the administration of the grievance process.
21. CHANGES: No changes within this lease shall be made except in writing, signed and dated by both parties, except for Section II, paragraphs 6 and 21 hereof. The terms of the lease may be modified by Management as needed or desired provided that Management gives the Resident at least thirty (30) days written notice setting forth the proposed modification, the reasons therefore, and providing the Resident an opportunity to present written comment which shall be taken into consideration by Management prior to the modification becoming effective. Refusal of a Resident to agree to modified lease terms, as evidenced by his signature on a duly executed lease addendum, shall constitute a breach of the lease and shall result in lease termination.
22. LIABILITY FOR COURT COSTS: The Resident shall pay all court costs and expenses, including reasonable attorney/collection fees and set-out charges, incurred in enforcing the agreements of this lease or in recovering possession of the said premises, unless the Resident prevails in such legal action.
23. REMEDIES CUMULATIVE: The rights and remedies of Management under this lease are cumulative and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy. In the event that any paragraph or clause of this lease agreement is determined invalid by any court of competent jurisdiction or is found to be in conflict with any ruling or regulation of the Department of Housing and Urban Development, the rest and remainder of this lease shall remain valid and enforceable to the extent it is lawful, reasonable, and practical. Failure or omission of the Management to terminate this lease for any cause given above, shall not destroy the right of Management to do so later for similar or other causes, and shall not act as a waiver on the part of Management of any of its rights herein.
24. POSTING OF POLICIES, RULES, REGULATIONS: The rules and regulations of occupancy contained in the Resident Handbook, Collection Policy, Service Charge Policy, the Admissions and Continued Occupancy Policy, Emergency Service Policy, Pet Policy, Grievance Policy, and Oxygen Fire Safety Policy, constitute a part of this lease and the provisions therein are as binding as if the same were specifically included herein as conditions of the lease. All referenced policies shall be publicly posted in a conspicuous manner in all Management Offices and shall be furnished to the Resident on request. Such schedules, rules and regulations may be modified from time to time by the Management provided that Management gives at least a thirty (30) day written notice to each affected Resident setting forth the proposed modification, the reasons therefore, and providing the Resident an opportunity to present written comments which shall be taken into consideration by the Management prior to the proposed modification becoming effective. A copy of such notice shall be: (a) delivered directly or mailed to each resident and (b) posted in a conspicuous place at all Management Offices.
25. RESTRICTION ON ASSISTANCE TO NONCITIZENS: The Resident is hereby notified and agrees that HUD's rules and regulations concerning "Restriction on Assistance to Noncitizens" apply and may result in lease termination and/or reduction of assistance. More specifically if no household members are U.S. Citizens, nationals, or legal immigrants, or the Resident does not cooperate in the declaration and, if applicable, the verification of such status, the lease shall terminate.
26. HOUSE RULES: The Resident agrees to obey any House Rules, which are reasonably related to safety, care, and cleanliness of the building and the safety, comfort, and convenience of the Residents. Such rules may be modified by Management in accordance with the provisions specified in Paragraph 24 above. Existing House Rules, if any, are posted in the property and are attached to this lease.
27. DESIGNATED EXECUTOR: In the event of death, incapacitation, or other occurrence that results in the Resident (if a single member household) or all adult household members being incapable of complying with this lease, the following person is designated by the Resident to handle the affairs of the Resident as they relate to compliance with the terms and conditions of the lease.

PRIMARY:

SECONDARY:

Name:

Name:

Relationship: \_\_\_\_\_ Address

Relationship: \_\_\_\_\_ Address

1: \_\_\_\_\_ Address

1: \_\_\_\_\_ Address

2:

2:

Phone #:

Phone #:

\*Secondary executor will only be contacted in the event that the primary executor is unavailable and/or otherwise unable to carry out the executor's duties.

28. DISCRIMINATION PROHIBITED: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of federal, state, and local law.

**ACKNOWLEDGMENT: In consideration of the mutual agreements and covenants set forth above, Management hereby leases to Resident and Resident hereby leases from Management for private dwelling the unit designated, together with fixtures and equipment belonging thereto.**

**By signing below, the Resident and Management hereby express their understanding and acceptance of the terms and conditions specified herein and in the Management Policies referenced herein and that have upon request been made available for review by the Resident, specifically including, but not necessarily limited to, Management's Collection Policy, Admissions and Continued Occupancy Policy, Service Charge Policy, Emergency Service Policy, Pet Policy, and Grievance Policy.**

RESIDENT

Head of Household: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Head: \_\_\_\_\_ Date: \_\_\_\_\_

Adult Member: \_\_\_\_\_ Date: \_\_\_\_\_

Adult Member: \_\_\_\_\_ Date: \_\_\_\_\_

Adult Member: \_\_\_\_\_ Date: \_\_\_\_\_

MANAGEMENT: \_\_\_\_\_ Date: \_\_\_\_\_



**Smoke-Free Public Housing**

**Applicability:** This addendum applies to all public housing properties operated by the SCCHA and shall become effective no later than July 1, 2018 consistent with the Final Rule published December 5, 2016 by HUD. This addendum incorporates SCCHA’s full Smoke-Free Public Housing Policy as a part of this lease agreement. Smoking is not permitted in any interior area of any SCCHA operated buildings, including but not limited to all offices, maintenance facilities / shops, individual residential dwelling units, all interior common areas and any multi-family residential building, and within twenty-five feet (25’) of any exterior doorway or operable window of any of the aforementioned buildings or locations. Residents, along with their guests and visitors are prohibited from the use of prohibited tobacco products, which include cigarettes, cigars, and the use of water-pipes (also known as hookahs). Violation of SCCHA’s Smoke Free Public Housing Policy shall be construed as a material violation of the terms and conditions of the lease and shall result in termination of the lease agreement.

Resident Signature (HOH): \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature (Co-Head): \_\_\_\_\_ Date: \_\_\_\_\_

Management Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX G

### ST. CLAIR COUNTY HOUSING AUTHORITY

#### BAN AND BAR POLICY

St. Clair County Housing Authority (SCCHA) management has determined that it is appropriate to adopt a policy to allow for the banning from its properties persons who:

- a) were previously convicted of a felony crime that occurred on or near public housing property;
- b) have been formally charged with a felony crime that occurred on or near public housing property, but the case has not been adjudicated;
- c) have a record of repeated misdemeanor convictions for crimes that were drug related or of a disruptive/violent nature and occurred on or near public housing property;
- d) have repeatedly demonstrated actions/behaviors while on public housing property that are threatening, disruptive, combative, abusive, and/or otherwise violent in nature;
- e) have felony convictions that involve drugs and/or violence regardless of the location of the crime;
- f) Are a Registered Sex Offender.

SCCHA has determined that persons with the described criminal histories are significant contributors to lawlessness, vandalism, drug trafficking, and other illegal activity on and near SCCHA premises and, therefore, these persons constitute a severe threat to the peace, tranquillity, safety and lawful conduct and operation of SCCHA properties and to its residents' occupancy. Therefore, said persons shall be considered **non-resident trespassers upon and shall be banned from SCCHA property.**

Pursuant to law, **non-resident trespassers** shall be issued a **notice** that they are forbidden to **trespass** upon SCCHA property before they are prosecuted for such conduct.

**Notice** shall be issued, in the form attached hereto, and shall direct the violator that he/she shall not enter or be on SCCHA premises, including private streets, parking areas, common grounds, SCCHA management/maintenance offices/buildings and tenant residences.

The **Executive Director** shall issue the determination to **ban** a person based upon information regarding criminal activities available from law enforcement and other officials in the criminal justice system. Persons convicted of qualifying criminal activity up to one year prior to the effective date of this policy and anytime thereafter may be banned under the terms of this policy. The term "qualifying criminal activity" refers to criminal actions, which occurred on or near **SCCHA-operated property**, except for crimes involving drugs and/or violence which are included regardless of the location, and include all felony convictions, unless it is determined by the **Executive Director** that the offense does not relate to public safety/endangerment or is determined not to be of a nature that would impair the social environment of the development.

When practical, notice shall be **personally served** upon the offending individual by law enforcement officials specifically empowered to do so, **SCCHA** staff, and/or others as may be appropriate. **Notice** may also be **served** using the **U.S. Mail service, utilizing certified delivery, return receipt requested.**

Upon **service** of such notice, or as soon as reasonably possible thereafter, the individual making such service shall notify the **SCCHA Executive Director** and the local police department of issuance of the notice and provide a copy of same promptly thereafter to both the **Executive Director** and the local police department. Notification shall include the identity of the person receiving such notice, the reason for issuance and a certification regarding service (i.e. delivery).

Upon receiving notice, any individual who thereafter violates same shall be immediately reported to the local police department for **apprehension** and **arrest**. **SCCHA** staff, contractors, and agents shall thereafter render all possible cooperation and assistance to the local police departments and prosecuting agencies in the enforcement of such notice and prosecution of offending individuals.

**SCCHA** shall endeavor through cooperation and collaboration with local law enforcement, the State's Attorney's Office, and others in the criminal justice system to have a person convicted of a felony crime occurring on **SCCHA property banned and barred** from **SCCHA** property as a **stipulation/condition** of the **sentencing order**.

Persons banned, either through order of the court or **SCCHA** action, shall remain banned until the ban and bar declaration has been officially terminated by action of the **Executive Director**. Persons banned may apply for **reconsideration** and/or **recession** of the ban order at any time, except those resulting from court order, who may not apply for reconsideration/recession before the end of the term specified in the sentence order. If the sentence order does not specify a ban term, it shall be construed to coincide with the full term of the sentence order, including any probation and parole periods.

**Reconsideration/recession requests** must be submitted in written form to the **Executive Director** and must specify the reasons the banned person believes the ban order is not appropriate.

The **Executive Director** may at his discretion schedule a meeting with the banned person and other interested/involved parties (i.e. law enforcement), to discuss the matter. A written letter of determination shall be issued by the **Executive Director** within 10 working days of receipt of the reconsideration request or the last meeting held to review the determination. The decision of the **Executive Director** shall be final, notwithstanding an opposing court order.

**SCCHA** shall compile a **list of all persons banned** under the policy and shall post the same in each of its Management Offices/Community Centers. The list shall be updated on a regular basis, as needed to reflect additions/deletions.

Residents of **SCCHA** properties are responsible for being aware of persons officially banned from **SCCHA** property. Residents who allow banned persons to visit the premises the resident leases from **SCCHA** shall be considered in material violation of the lease agreement and shall be subject to lease termination. Residents subject to lease termination or other adverse action based upon violation of the terms and conditions of this policy, shall have the **right to appeal** the determination through **SCCHA's established Grievance Procedure**.

## **APPENDIX H**

### **HUD Guidelines for Projecting Annual Income When Upfront Income Verification (UIV) Data is available**

The following guidelines are provided to assist PHAs in consistently and uniformly resolving income discrepancies.

HUD has established the criteria for what constitutes a *substantial difference* in cases where UIV income data differs from tenant-provided and/or other verified income information. HUD defines a *substantial difference* as one that is \$200.00 or more per month.

#### **UIV Income Data is Not Substantially Different than Tenant-Provided Income Information**

UIV may alleviate the need for 3<sup>rd</sup> party verifications when there is not a substantial difference between UIV and tenant-reported income.

In cases where UIV income data is **not** substantially different than tenant-reported income, PHAs should follow guidelines below:

- If UIV income data is less than **current** tenant-provided documentation, the PHA will use tenant-provided documents to calculate anticipated annual income.
- If UIV income data is more than **current** tenant-provided documentation, the PHA will use UIV income data to calculate anticipated annual income **unless** the tenant provides the PHA with documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.) Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the PHA will use tenant-provided documents to calculate anticipated annual income.

#### **UIV Income Data is Substantially Different than Tenant-Provided Income Information**

In cases where UIV income data is substantially different than tenant-reported income, PHAs shall follow the guidelines below:

- The PHA shall request written third-party verification for the discrepant income source, in accordance with 24 CFR 5.236(3)(i).
- The PHA should review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the PHA can not readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.

- The PHA must analyze all data (UIV data, third-party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
- The PHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

**Comments:**

HUD recommends that tenant-provided documents should be dated within the last 60 days of the PHA interview date.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income, the PHA may average amounts received/earned to anticipate annual income.

Note that if the tenant disputes UIV Social Security (SS)/Supplemental Security Income (SSI) benefit data, the PHA should request the tenant to provide the PHA with a current, original Social Security Administration (SSA) notice or benefit letter within 10 business days of the PHA interview date. The tenant may contact SSA at 1-800-772-1213 or visit their local SSA office.

**Resources for Historical Income Data:**

- Social Security Earning Statement (summary of gross earnings for each year that the participant has worked in his/her lifetime) may be obtained for the Social Security Administration. Request for this document may be done via mail or online at [www.SSA.gov](http://www.SSA.gov).
- Two years of earning may be obtained from the UIV System or local State Wage Information Collection Agency (SWICA). This information is not available to PHAs in states that the local SWICA has entered into an agreement with HUD to obtain wage and unemployment compensation data.
- Last eight (8) amounts of Social Security benefits paid to a participant (or household member) may be obtained from the TASS or UIV system.

## APPENDIX I

# **U.S. Department of Housing and Urban Development**



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## **Enterprise Income Verification System (EIV) Security Procedures for Upfront Income Verification (UIV) data**

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Version 1.4, November 2005



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## 1.0 Introduction

The Enterprise Income Verification System (EIV) is a system intended to provide a single source of income-related data to PHAs and HUD (hereafter referred to as program administrators) for use in verifying the income reported by tenants participating in the various assisted housing programs. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system. The EIV system assists the program administrators in the upfront verification of tenant income by comparing the tenant income data obtained from various sources including:

- f* Tenant-supplied income data is captured on Form HUD-50058 – Family Report and maintained in the Public Housing Information Center (PIC) database;
- f* Department of Health and Human Services’ National Directory of New Hires Data (NDNH)
- f* Social Security and Supplemental Security Income from the Social Security Administration; and,
- f* User Profile information from the PIC database.

Upfront income verification (UIV) tenant data should only be used to verify a tenant’s eligibility for participation in a HUD rental assistance program and to determine the level of assistance the tenant is entitled to receive. Any other use, **unless approved by the HUD Headquarters EIV Coordinator or EIV Security Officer**, is specifically prohibited and may result in the imposition of civil or criminal penalties on the responsible person or persons. Further, no adverse action can be taken against a tenant until the program administrator has independently verified the UIV information and the tenant has been granted an opportunity to contest any adverse findings through the established grievance hearing, or other legal procedures.

### 1.1 Applicability

The procedures outlined in this document apply to program administrators that have access to the EIV system and UIV data and administering the: Public Housing and the Housing Choice Voucher Programs. The procedures outlined in this document apply to all UIV data, regardless of the media on which they are recorded. Computerized media containing UIV data must be afforded the same levels of protection given to paper documents or any other media with UIV data.

### 1.2 Purpose

The purpose of this document is to provide guidance to assure that the practices, controls and safeguards used by program administrators adequately protect the confidentiality of the tenant wage data and are in compliance with the Federal laws regarding the protection of this information. Program administrators should integrate UIV documents and/or actions into





the PHA's occupancy protocols, which also involve Privacy Act related materials, e.g., third-party income, medical and other documents.

### 1.3 Privacy Act Considerations

The data provided via the EIV system must be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.



Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations, government bulletins, and other guiding documents. The Privacy Act of 1974 as amended, 5 U.S.C. § 552 (a) is one such regulation and EIV data require careful handling in order to assure program administrators' compliance with the

Privacy Act. (See *Appendix 1. Safeguards Provided by the Privacy Act.*) The Act also describes the criminal penalties associated with violation of policy supporting the Act. (See *Appendix 2. Criminal Penalties Associated with the Privacy Act.*)

HUD has interagency agreements with:

- the Social Security Administration for the social security (SS) and the supplemental security income (SSI) data and
- the HHS's Office of Child Support Enforcement for information furnished from the National Directory of New Hires (NDNH) data.

Under the Privacy Act, tenants have the right to challenge the accuracy of information maintained by the Federal government that concerns them. If a tenant disputes the employment and/or income information, the tenant must contact the employer. If the information is incorrect, the employer must correct the information and resubmit it to the state, IRS and HHS. The employer is the originator of the data.

If the tenant disputes the SS/SSI information, the tenant must contact SSA. If the SS/SSI information is incorrect, SSA must correct the information and update its database. SSA is the originator of the data.

The program administrator's Security Officer, or designated staff, *must* assure that a copy of Form HUD-9886 - Authorization for the Release of Information/Privacy Act Notice, or an equivalent consent form that meets the requirements under 24 CFR 5.230, has been signed by each member of the household age 18 years old or older and is in the household file. By signing this form, the tenant authorizes HUD and the program administrator to obtain and verify income and unemployment compensation information from various sources including current and former employers, State agencies, SSA and HHS. HUD is relying on program administrators to have this authorization form on file as required by 24 CFR Part 5.230. Information obtained is protected under the Privacy Act. (See *Appendix 3 Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice.*)



## 2.0 Safeguarding EIV Data

The information processed by the EIV system includes but may not be limited to income data about private individuals; it may identify such information as



Social Security Number, Address, and employment information. Once information from the EIV system becomes a part of a system maintained by the program administrator, that system and the information it contains becomes the responsibility of the program administrator. This section focuses on the procedures to be followed when UIV data

becomes part of the program administrator's case files as part of the recertification process.

As a condition of receiving the UIV data, program administrators must establish and maintain certain safeguards designed to prevent unauthorized use of the information and to protect the confidentiality of that information.

The program administrator's Security Officer, or other designated staff, will have the responsibility of ensuring compliance with the program administrator's security policies and procedures outlined in this document. These responsibilities include:

- f* Maintaining and enforcing the security procedures;
- f* Keeping records and monitoring security issues;
- f* Communicating security information and requirements to appropriate staff, including coordinating and conducting security awareness training sessions;
- f* Conducting a quarterly review of all User IDs issued to determine if the users still have a valid need to access the EIV data and taking the necessary steps to ensure that access rights are revoked or modified as appropriate; and
- f* Reporting any evidence of unauthorized access or known security breaches to the PHA Executive Director and taking immediate action to address the impact of the breach including but not limited to prompt notification to appropriate authorities including the HUD Field Office's Public Housing Director (See Section 5.0 – Reporting Improper Disclosures

### 2.1 Limiting Access to EIV Data

The program administrators should restrict access to UIV data only to persons whose duties or responsibilities require access. Appendix 5 provides a copy of the EIV Access Authorization Form. The program administrators should maintain a record of users who have approved access to UIV data. Further, the program administrators should revoke the access rights of those users who no longer require such access or modify the access rights if a change in the user's duties or responsibilities indicates a change in the current level of privilege – see Section 2.1.2 – User Accounts. Ensure that users sign the EIV



Rules of Behavior and User Agreement form (Appendix 4) which provides general instructions on the appropriate use of the EIV resources and apply to all EIV users, including all program administrators and contractors.



UIV data should be handled in such a manner that it does not become misplaced or available to unauthorized personnel. Files containing UIV information should be color-coded or labeled clearly with the following statement "Confidential" or "For Official Use Only." To avoid inadvertent disclosures, the program administrator staff may keep the UIV information separate from other information and files.

### 2.1.1 Physical Security Requirements



Program administrators may use a combination of methods to provide physical security for UIV data. These include, but are not limited to, locked containers of various types, locked rooms that have reinforced perimeters, and a locked building with guards. The UIV data may also be maintained in locked metal file cabinets within a locked room.

Access to the areas where UIV data is maintained should be limited even during regular work hours. This may be accomplished by the use of restricted areas, a security room, or locked office space. By controlling the movement of individuals and eliminating unnecessary traffic through these critical areas, program administrators may reduce the opportunity for unauthorized disclosure of UIV data.

**Restricted Areas:** Program administrators should have any restricted areas clearly identified by the use of prominently posted signs or other indicators. For instance, a "For Authorized Personnel Only" or "Warning: Restricted Area" sign may be posted on the door or in the area. The restricted areas should be separated from non-restricted areas by physical barriers that control access and/or should have limited points of entry.

If the UIV data is maintained in a security room or locked space, the program administrator, security officer or designated staff should establish and maintain a key control log to track the inventory of keys available, the number of keys issued and to whom the keys are issued. All employees and contractors who have been issued keys to security rooms or locked spaces should complete a form acknowledging the receipt of the key. Combination locks should be changed or reset regularly, including whenever an employee leaves the program administrator's staff or office (See *Appendix 6. Key Accountability Record* and *Appendix 7. Acknowledgement of Receipt of Keys.*)

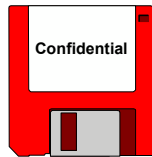
The program administrator security officer or designated staff should establish and maintain the list of users who can access the restricted area. The list should indicate the type of access that the user may have to the restricted area; it should indicate which users—such as contractors, maintenance, and janitorial/cleaning staff—must be escorted when entering the restricted area.

The restricted area must be cleaned only during regular office hours or in the



presence of an employee with authorized access. (See *Appendix 8. Restricted Area Access Register.*)

## 2.1.2 Computer System Security Requirements



Program administrators should avoid saving UIV data to a computer hard drive or any other automated information system. If UIV data is saved to a local machine at the program administrator's office, the UIV data should be stored in a separate directory from other data maintained by the program administrator. Access to this directory should be restricted to authorized users of the UIV data. Diskettes or CDs may be used to record and store remarks or comments for the sole purpose of income verification. If used, the disk or CD must be handled and secured in the same manner as the hard copy of the UIV data and must have a label which indicates "Confidential" or "For Official Use Only."

If UIV data is recorded on magnetic media with other data, it should be protected as if it were entirely UIV data. Such commingling of data sources on a single data source or tape should be avoided, if practicable.

Users should retrieve computer printouts as soon as they are generated so that UIV data is not left lying unattended in printers where unauthorized users may access them. If possible, the program administrator should assign a dedicated printer for UIV data use only in order to minimize the unauthorized interception of printed outputs from the EIV system.

Authorized users of UIV data should be directed to avoid leaving UIV data displayed on their computer screens where unauthorized users may view it. A computer should never be left unattended with UIV data displayed on the screen. If an authorized user is viewing UIV data and an unauthorized user approaches the work area, the authorized user should lessen the chance of inadvertent disclosure of UIV data by minimizing or closing out the screen on which the UIV data is being displayed.



**User Accounts:** User accounts for the EIV system should be provided on a need-to-know basis, with appropriate approval and authorization. The level of access granted determines the functionalities, features, and amounts of data within a specified program administrator jurisdiction or area of authority that the user can see. The EIV Access Authorization Form should be used to request additions, deletions, or modifications of user accounts with access rights to the WASS system. The EIV User and Operations manuals (<http://hudstage.hud.gov/offices/pih/programs/ph/rhiip/uivsystem.cfm>) provide instructions on the use of the EIV system. It also focuses on the end user functionality and administration used for viewing tenant income.

All program administrator employees and contractors who access the EIV system should have a current signed Rules of Behavior and User Agreement on file. Users should maintain the security of their user Accounts by not disclosing their passwords to other staff members and not sharing user



accounts with other employees or contractors. Users should not, deliberately or inadvertently, override the authorized access levels by providing UIV data to others who have limited or no access to the data. For instance, Mary has access to Projects A and B and Betty has access only to Project A. Mary should not provide Betty with printed copies of Report B. Nor should Mary allow Betty to access the system using her User Account to have access as this would provide Betty with unauthorized access to Project B.

## 2.2 Destruction of Records and Clearing of Various Types of Automated Media

EIV data should be destroyed as soon as it has served its purpose or as prescribed by the program administrators' policy and procedures. (See Appendix 9 and 10) All UIV originals and any documents created in association with their use can be either shredded or burned to prevent the reconstruction of the contents.

It is essential that the methods used to dispose of records are thorough. This applies to both the destruction of record copies pursuant to records schedules as well as copies of records that are no longer needed (See HUD Handbook Nos. 2225.6 REV-1, CHG-49, 2228.1 and 2229.1 for HUD Records Disposition Schedules and Scheduling for Automated Systems.)



If shredding is the process used for disposition: paper should be shredded to effect 5/16 inch wide or smaller strips and microfilm should be shredded to effect 1/35-inch by 3/8 - inch strips. The industry standard is currently 1/2", however the strips can be larger than 5/16"; the strips must be unreadable. Large amounts of shredded paper should not be allowed to accumulate

in the bin.

Magnetic tape containing UIV data must not be made available for reuse by other offices or released for destruction without first being subjected to repeated electromagnetic erasing (not less than three complete passes). It should also be noted what type of machine was used for the electromagnetic erasing. If reuse of the tapes is not intended, the tapes should be destroyed by cutting into lengths of 18 inches or less or by burning them to get a complete incineration.

If disk media is used, any UIV data on it must be destroyed by completely overwriting all data tracks a minimum of three times, using maximum current that will not damage or impair the recording equipment or by running a magnetic strip of sufficient length to reach all areas of the disk over and under each surface a minimum of three times. If the information on the disk cannot be destroyed, the disk should be damaged in a manner that would prevent its use in any disk drive unit and then discarded.

Optical disks that is not re-writable such as CDs and DVDs must be shredded in a manner similar to paper shredding. A media disposal checklist should be used to indicate if the media was destroyed, to be used for surplus



or reuse. **Hand tearing, recycling or burying information in a landfill is an unacceptable method of disposal of UIV data.**

If the agency uses a contractor for the shredding or other record destruction process, it is recommended that the contractor certify to the destruction. If shredding is not to take place on site in the presence of an agency employee, then it is important that the terms of the contract notify the contractor of their responsibility to protect sensitive information and potential liability for unauthorized use or disclosure of personal information. Contractor personnel are to certify that they have knowledge or have received training in security procedures (regarding Privacy Act data) used to protect documents prior to their destruction.

(See Appendix 9 for suggested methods of cleaning or sanitizing various types of media and sample media disposal checklist. This information was obtained from the Department of Health and Human Services Information Security Program Handbook [11-12-04], Appendices I and J).

Burning precautions: If burning is the process for disposition of the UIV material, it may be burned in an incinerator that produces enough heat to burn the entire bundle or the bundle should be separated to ensure that all pages are consumed.

It is important that a log or register be maintained of all documents and media that have been burned, shredded or destroyed. (See Appendix 10A and 10B for samples of EIV disposal/destruction logs.)





### 3.0 Security Awareness Training



Security awareness training is a crucial aspect of ensuring the security of the EIV system and UIV data. Users and potential users should be made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.

Before granting employees and contractors access to UIV information, each employee and contractor must be trained in EIV security policies and procedures. Additionally, all employees having access to UIV data should be briefed at least annually on the program administrator's security policy and procedures that require their awareness and compliance. The program administrator security officer or designated staff should record on a program administrator form or record of Security Training all the users attending each briefing. (See *Appendix 11. Security Awareness Training Attendance Record.*)

On completion of security awareness training program administrators should make sure that employees or contractors who access the UIV data have completed a Rules of Behavior and User Agreement indicating that they are aware of the safeguards and responsibilities associated with using the EIV system. Further, program administrator employees should be advised of the penalties associated with the provisions of the Privacy Act of 1974, Section 552(a), which makes unauthorized disclosure or misuse of tenant wage data a crime punishable by a fine of up to \$5,000. (See *Section 1.3 Privacy Act Considerations* and *Appendix 2. Criminal Penalties Associated with the Privacy Act.*)

The program administrator security officer may communicate security information and requirements to appropriate personnel using a variety of methods outside of the formal training and awareness sessions. These methods may include:

- f* Discussions at group and managerial meetings; and
- f* Security bulletins posted throughout the work areas.



## 4.0 Record Keeping and Reporting Requirements

The records that are maintained by program administrators in implementing the EIV system are to be consistent with HUD records schedules that have been created to meet legal requirements for records management as administered by the National Archives and Records Service pursuant to 42 U.S.C. 21. The records are to be maintained for at least five years or as prescribed by the applicable program administrator's records control policy or procedures, whichever is longer. In addition, UIV records (both electronic and paper) and the information contained in them must be used only for their intended purpose (the administration of Federal rental assistance programs and determining tenant income eligibility) to avoid unintentional disclosures of personal private information, which would be a violation the Privacy Act of 1974.

The agreement with the Social Security Administration (SSA) to provide the social security and supplemental security information data and the HHS's Office of Child Support Enforcement to provide the income data from the National Directory of New Hires (NDNH) specifies that **any incorrect information or challenge to the accuracy of information that these agencies furnish is to be referred to the agencies for disposition and not the program administrators.**

Once information from UIV information becomes part of a system maintained by the program administrator, that system and the information that it contains becomes the responsibility of the program administrator. This document focuses on the policies and procedures to be followed when UIV information becomes part of program administrator's case files as part of the recertification process or the review thereof.

### **Record Keeping Requirements**

The EIV system presently does not support downloading of information by users. At such time as it does, it will be the responsibility of the program administrator to securely maintain that information from unauthorized access and unwarranted disclosure. Reports and screen prints of UIV information are to be maintained securely. (See Section 6 – Program Administrator Security Assessment, subsection 3 – Administrative Safeguards.

### **Protection of copies of records and the information within them**

Xerox copies, spreadsheets, files or records that contain personal information derived from the UIV data are to be protected from unauthorized access and inadvertent disclosure. These documents are to be destroyed in accordance with the information in Section 2.2 – Disposal of EIV Information.

UIV screens that contain personal information and reports are also covered by the Privacy Act. Labeling documents as private is a protection against





inadvertent disclosure. All documents, file folders/cabinets or electronic storage media created by program administrators containing personal information from UIV or derived using UIV data are to be labeled "Confidential." An exception from the labeling requirement is for documents derived from UIV data that are purely summary in nature, such as data aggregated at the program administrator level. The files, when not in use, are to be locked away from physical access and are to be password protected if they are on a computer.

Official file copies of Public Housing program records, UIV user administration and UIV security administration records are only to be disposed of not sooner than within 5 years of creation and following the approved program administration schedule.

### **Access to UIV information.**

UIV information is available to program administrator staff within the scope of their responsibilities for the administration of Public Housing and Housing Choice Voucher Programs and for the administration of the EIV system itself. Thus, program administrator staff may only access records within the scope of their duties, which typically concern only their own PHA and program area. The scope of individual responsibilities may be assigned within the scope of specific Public Housing developments or projects.

Some program administrators administer rental assistance programs for other program administrators under a contract(s) or cooperative agreement(s) and individual assignments covering more than one PHA are to be documented in the application for access in the User Administration file.

When a program administrator services more than one PHA, project and/or contract, the records from the different program administrators are not to be co-mingled with other program administrators file records and/or data.

The scope of responsibility of anyone who accesses the EIV system is documented in the EIV User Administration file and the User Administrator or Security Administrator/Officer should be consulted if there is an issue. The Security Administrator/Officer also is to be consulted if there is an issue regarding access by individuals who do not have access to EIV system but who may be responsible for occupancy specialist type functions.

Any issue regarding the possible disclosure to third parties of information from UIV files, including records derived from those files and case files in which UIV data has been incorporated should be referred to the program administrator security officer or designee responsible (in writing). If a security violation may already have occurred such as improper disclosure of information to a third party, the program administrator's security officer or designee should notify program administrator's security administrator and/or the HUD Office of Inspector General. See Section 5.0 – Reporting Improper Disclosures.

Program administrator staff should not re-disclose the UIV data it receives without proper authorization from the program administrator's security officer or designee. When the re-disclosure of the UIV data is authorized,



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information disclosed outside of the program administrator's office/agency must be recorded on a list, which reflects to whom the disclosure was made, what was disclosed, why and when it was disclosed and when and if it was returned.



## 5.0 Reporting Improper Disclosures



Recognition, reporting, and disciplinary action in response to security violations are crucial to successfully maintaining the security and privacy of the EIV system. These security violations may include the disclosure of private data as well as attempts to access unauthorized data and the sharing of User IDs and passwords. Upon the discovery of a possible improper disclosure of UIV information or another security violation by a program administrator employee or any other person, the individual making the observation or receiving the information should contact the program administrator's security officer and/or the Field Office's Office of Public Housing Director. The program administrator security officer or designated staff should document all improper disclosures in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred.

The following contacts should be made:

- The program administrator security officer should contact and provide the PHA Executive Director or the designee with the written documentation;
- The PHA Executive Director or the designee should provide the HUD Field Office Public Housing Director with the written documentation; and,
- The HUD Field Office Public Housing Director upon receipt of the written documentation will make a determination regarding the referral and the provision of the written documentation to the Headquarters EIV Coordinator and/or EIV Security Officer for further review and follow-up action.



## 6.0 Program Administrator Security Assessment

### Introduction

The practices and controls used by HUD and program administrators to secure upfront income verification information may be grouped into three categories: technical safeguards, administrative safeguards, and physical safeguards. Various technical safeguards have been built into the EIV system to mitigate the risk of security violations. However, technical safeguards alone, without complementary physical safeguards and/or administrative safeguards do not meet HUD's standard for the protection of private data.

HUD has implemented various physical and administrative safeguards to complement the technical safeguards. Program administrators are strongly encouraged to take all reasonable steps to implement a combination of technical, physical, and administrative safeguards in order to assure that EIV data is appropriately secured. The physical and administrative safeguards that are implemented by a program administrator must be appropriate when considered in combination with the technical safeguards available to the program administrator through the EIV system.

The security safeguards described throughout this *Security Guide* are consolidated below. Program administrators should assess their Privacy Act-related safeguards by reviewing the following safeguard options.

### 1. Technical Safeguards

#### A. Purposes of the Technical Safeguards

- f* Reduce the risk of a security violation related to the EIV system's software, network, or applications
- f* Identify and authenticate all users seeking access to the UIV data
- f* Deter and detect attempts to access the system without authorization
- f* Monitor the user activity on the EIV system

#### B. Description of the Technical Safeguards

The technical controls that have been built into the EIV system address the following:

- f* User Identification and Authentication
  - Each user is required to have their own User ID and Password
  - The User ID identifies the program administrators and tenant information that the



user is authorized to access

- Passwords are encrypted and the password file is protected from unauthorized access
- The system forces all users to change their password every 21 days and limits the reuse of previous passwords
- After three unsuccessful attempts to log in, the User ID is locked and the user has to contact the System Administrator to have the password reset

*f* Online User Alerts

- Online warning messages that inform the user of the civil and criminal penalties associated with unauthorized use of the UIV data

## 2. Physical Safeguards

A program administrator may implement any combination of the following physical safeguards that (a) meets acceptable standards for the protection provided by the specific safeguard, (b) accomplishes the purpose of the safeguards, and (c) conforms to standards of security stated here and elsewhere in this document.

### A. Purposes of the physical safeguards

- f* Provide barriers between unauthorized persons and documents containing private data
- f* Provide barriers between unauthorized persons and computer media containing files that contain private data
- f* Prevent undetected entry to protected areas and/or to protected documents or computer media
- f* Provide immediate notification, noticeable under normal operating conditions, if the barrier is penetrated by unauthorized persons
- f* Prevent viewing or sensing of private information by any person by any means from outside the area confined by the barrier
- f* Allow authorized persons to have monitored and controlled access to protected private data

### B. Alternatives for physical safeguards

- f* Locked and monitored buildings, offices, or storage rooms
- f* Locked and monitored metal file cabinets
- f* Designated secure areas and equipment



- Security rooms or locked office space with limited (minimum required) points of entry (e.g., doors)
  - Security rooms or locked office space with limited (minimum required) means of entry (e.g., keys)
  - Restricted areas with prominently posted signs or other indicators identifying them and limited points of entry
  - Physical and administrative means for monitoring access to the secure areas and access and use of the protected data
  - Restricted use printers, copiers, facsimile machines, etc.
- f* Secure computer systems and output
- Store UIV data in a separate, restricted-access directory if files are saved to local machine
  - Label all diskettes containing UIV data “Confidential” or “For Official Use Only”
  - Retrieve all computer printouts as soon as they are generated so that UIV data is not left lying unattended in printers
  - Avoid leaving a computer unattended with UIV data displayed on the screen
- f* Secure disposal of UIV information
- Destroy as soon as it has served its purpose or as prescribed by the PHA’s policy and procedures
  - All UIV originals and copies should either be burned or shredded

### **3. Administrative Safeguards**

A program administrator may implement any combination of the following administrative safeguards that (a) meets acceptable standards for the protection provided by the specific safeguard, (b) accomplishes the purpose of the safeguards, and (c) conforms to standards of security stated here and elsewhere in this document.

#### **A. Purposes of the administrative safeguards**

- f* Ensure that access rights, roles, and responsibilities are appropriately and adequately assigned
- f* Maintain security-related records
- f* Monitor programmatic security issues



- f* Maintain, communicate, and enforce standard operating procedures related to securing UIV data
- f* Monitor access to protected private data located within the barriers of physical safeguards
- f* Control access to protected private data located within the barriers of physical safeguards

## **B. Alternatives for administrative safeguards**

Program administrators should implement administrative safeguards to address the following:

- f* Assigning and Monitoring Access Rights
  - Determine which users should have access to UIV information
  - Maintain a record of all users who have approved access to UIV data including the date the access was granted and the date access was terminated
  - Ensure that all users who access the EIV system have a current signed *User Agreement* on file
  - Conduct a quarterly review of all User IDs to determine if the user still has a valid need to access the UIV data
  - Ensure that access rights are modified or revoked as appropriate
- f* Keeping Records and Monitoring Security Issues
  - Assure that a copy of *Forms HUD-9886* or HUD 9887 has been signed by each adult member of the household and is kept in the household file
  - Maintain a key control log to track the inventory of keys available for secure buildings, rooms, or file cabinets, the number of keys issued and to whom the keys are issued
  - Ensure that all employees and contractors who have been issued keys to secure areas complete a form acknowledging the receipt of the key
  - Maintain a log of all users who access designated secure areas including the date and time of entry and exit and the purpose of the access
  - Ensure that combination locks are reset regularly, including whenever an employee leaves the program administrator's staff or office
  - Ensure that UIV information is disposed of in an appropriate manner
  - Maintain a log of all documents that have been burned or shredded including the name of the employee who conducted the disposal, a description of the documents, the method of disposal, and the date of the disposal.



*f* Conducting Security Awareness Training

- Ensure that all users of UIV data receive training in UIV security policies and procedures at the time of employment and at least annually afterwards
- Maintain a record of all personnel who have attended training sessions
- Communicate security information and requirements to appropriate personnel using various methods including discussions at group and managerial meetings and security bulletins posted throughout the work areas
- Distribute all User Guides and Security Procedures to personnel using UIV data

*f* Reporting Improper Disclosures

- Report any evidence of unauthorized access or known security breaches to the PHA Executive Director and the HUD Field Office Public Housing Director)
- Document all improper disclosures in writing
- Report all security violations regardless of whether the security violation was intentional or unintentional





## Appendix 1. Safeguards Provided by the Privacy Act

The Privacy Act provides safeguards for individuals against invasions of privacy by requiring Federal agencies, except as otherwise provided by law or regulation, to:

1. Permit individuals to know what records pertaining to them are collected, maintained, used, or disseminated;
2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose, from being used or made available for another purpose without their consent;
3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;
4. Collect, maintain, use, or disseminate personally identifiable information in a manner that ensures the information is current and accurate, and that adequate safeguards are provided to prevent misuse of such information;
5. Permit exemption from the requirements of the Act only where an important public policy need exists as determined by specific statutory authority; and
6. Be subject to a civil suit for any damages that occur as a result of action that violates any individual's rights under this Act.



## Appendix 2. Criminal Penalties Associated with the Privacy Act

The Privacy Act of 1974 as amended, 5 U.S.C. § 552 (a)

(i)

1. CRIMINAL PENALTIES.--Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
2. Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e) (4) of this section shall be guilty of a misdemeanor and fined not more than \$5,000.
3. Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000.

Warnings in the EIV system welcome page provide a reminder each time the user logs in of the security considerations of the EIV system.



### Appendix 3. Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice

**Authorization for the Release of Information/  
 Privacy Act Notice**

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

to the U.S. Department of Housing and Urban Development (HUD)  
 and the Housing Agency/Authority (HA)

PHA requesting release of information: (Cross out space if none)  
 (Full address, name of contact person, and date)

IHA requesting release of information: (Cross out space if none)  
 (Full address, name of contact person, and date)

**Authority:** Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

**Purpose:** In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

**Who Must Sign the Consent Form:** Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

- PHA-owned rental public housing
- Turnkey III Homeownership Opportunities
- Mutual Help Homeownership Opportunity
- Section 23 and 19(c) leased housing
- Section 23 Housing Assistance Payments
- HA-owned rental Indian housing
- Section 8 Rental Certificate
- Section 8 Rental Voucher
- Section 8 Moderate Rehabilitation

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

**Sources of Information To Be Obtained**

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.



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**Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.**

This consent form expires 15 months after signed.

Signatures:

|  |      |                                 |      |
|--|------|---------------------------------|------|
| Head of Household                                    | Date |                                 |      |
| Social Security Number (if any) of Head of Household |      | Other Family Member over age 18 | Date |
| Spouse   | Date | Other Family Member over age 18 | Date |
| Other Family Member over age 18                      | Date | Other Family Member over age 18 | Date |
| Other Family Member over age 18                      | Date | Other Family Member over age 18 | Date |

**Privacy Act Notice.** Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

**Penalties for Misusing this Consent:**

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

Original is retained by the requesting organization.

ref. Handbooks 7420.7, 7420.8, & 7465.1

form HUD-9886 (7/94)



## Appendix 4. Access Authorization Form for Program Administrators



# Enterprise Income Verification (EIV) System Rules of Behavior and User Agreement

### HUD Office or Field

Office Name: \_\_\_\_\_

(To be completed by HUD employees/contractors)

HUD Field Office Code: \_\_\_\_\_

(e.g. 1HBOS)

PHA Name: \_\_\_\_\_

(To be completed by PHA employees/contractors)

PHA Code: \_\_\_\_\_

(e.g. MD999)

## A. Rules of Behavior

### 1. Introduction

The U.S. Department of Housing and Urban Development (HUD), Public and Indian Housing Real Estate Assessment Center (PIH-REAC) is actively involved in implementing and maintaining Office Departmental policies and procedures to keep PIH-REAC Systems secure from unauthorized access and inappropriate use. In compliance with various security-related Federal laws and regulations, PIH-REAC created these of rules of behavior for the Enterprise Income Verification (EIV) system. This document was created to ensure that EIV system users comply with HUD and PIH-REAC security policies. In addition, this document ensures that system accounts remain secure and are used in the appropriate manner.

PIH-REAC may grant limited system access to users (e.g. HUD employees, contractors, clients/customers, and program participants) who have a need to utilize the PIH-REAC information resources. EIV resources are for official use only. As a condition of receiving access, you are required to understand and abide by the HUD and PIH-REAC's EIV system security policies and procedures. The purpose of these policies and procedures is to safeguard the PIH-REAC's valuable information resources.

All EIV users must adhere to the Rules of Behavior outlined in this document. The rules clearly delineate responsibilities of, and expectations for, all individuals with access to the EIV system. Non-compliance with these rules will be disciplined through sanctions commensurate with the level of infraction. This may include removal of system access for a specific period of time or termination depending on the severity of the violation. See Section B for potential civil and criminal penalties.



## 2. Responsibilities

The System Owner is responsible for ensuring that an adequate level of protection is afforded to the EIV system through an appropriate implementation of technical, operational, and managerial security controls.

EIV system users are responsible for the protection of passwords, information, equipment, systems, networks, and communication pathways to which they have access. All HUD computer resources including hardware, software, programs, files, paper reports, and data are the sole property of HUD.

## 3. Other Policies and Procedures

The Rules of Behavior do not replace existing HUD or PIH-REAC policy, rather they are intended to enhance and further define the specific rules each user must follow while accessing the EIV system. The rules are consistent with the policy and procedures described in the following security documents:

HUD Security Program Policy The policy, HUD Handbook 2400.25, Rev. 1 dated May 2005, prescribes responsibilities, practices, and conditions that directly or indirectly promote security in the development, operation, maintenance, and support of all HUD IT resources.

## 4. Application Rules

The Web Access Security System (WASS) user identification (userID) and password issued to you are to be used solely in connection with the performance of your responsibilities in support of HUD's mission and may not be used for personal or private gain. You agree to be responsible for the confidentiality of the assigned information and accountable for all activity with your userID. Furthermore, you agree that you will not provide this confidential userID/password to another user during employment and upon leaving the employment of the Department. Additional rules of the EIV system are as follows:

System Access (on-site only) – Users are required to use only approved HUD software, software settings, and comply with vendor software license agreements. Users are allowed to access the system only using the mechanisms specified by PIH-REAC.

Unofficial use of government information – Users must be aware that personal use of information resources is prohibited. EIV data is personal information covered by the Privacy Act and penalties apply to the misuse of that data.



Information protection – Users must avoid leaving system output records or reports unattended or unsecured. Users should lock the computer or log-out of the system when leaving work areas unattended. Users shall not violate Public Law 93-579, Privacy Act of 1974, which requires confidentiality of personal data contained in government and contractor data files. Users should back up their data, test the data backups, and securely store the data in accordance with PIH-REAC policy.

Use of passwords – User passwords and userIDs are for your individual use only and are confidential HUD information. Users are required to change passwords every 21 days. Users are encouraged to avoid creating passwords that can be easily associated with.

System privileges – Users are given access to the system based on a need to perform specific work. Users shall only access the information for which they are authorized.

Individual accountability – Users shall be held accountable for their actions while accessing the system. Be aware that all computer resources are monitored and audited.

Incident Response – Users should contact their supervisor and the PIH-REAC Security Officer immediately regarding any suspected violation or breach of system security.

## **B. User Agreement**

I have read the above policy regarding system security awareness and practices when accessing PIH-REAC's information technology resources. I understand the policies and procedures as set forth above, and I agree to comply with these requirements as a condition of being granted limited access to the Enterprise Income Verification System and data.

As an authorized user of the Enterprise Income Verification System, I understand the information obtained may only be used for official HUD/PHA business. I understand that only authorized HUD or PHA employees may access, disclose, inspect and use upfront income verification (UIV) data.

I also understand that willful unauthorized inspection of UIV data can result in civil and criminal penalties. The penalties are as follows:

- **Unauthorized disclosure** can result in a felony conviction and a fine of up to \$5,000 and/or imprisonment up to five (5) years, as well as civil penalties.



Office of Public and Indian Housing  
EIV System: Security Procedures for UIV Data

- **Unauthorized inspection** of UIV data can result in a misdemeanor penalty of up to \$1,000 and/or one (1)-year imprisonment, as well as civil damages.

I understand that my user ID and password are to be used only by me. Under no circumstances will I reveal or allow use of my password by another person. Nor will I use another person's password and user ID.

I understand and agree to follow all HUD/PHA standards, policies and procedures.

\_\_\_\_\_  
EIV System User's Name  
(Signature)

\_\_\_\_\_  
EIV System User's Name  
(Print)

\_\_\_\_\_  
Date

Copy – File





Appendix 5. HUD/PHA Access Authorization Form



Enterprise Income Verification (EIV) System
HUD/PHA Access Authorization Form

(Please Print or Type)

Date of Request: \_\_\_\_\_

HUD Office Name: \_\_\_\_\_
(To be completed by HUD users)

HUD Field Office Code: \_\_\_\_\_
(e.g., 1HBOS)

PHA Name: \_\_\_\_\_
(To be completed by PHA users)

PHA Code: \_\_\_\_\_
(e.g., MD999)

Type of Function Required (check one)

- Add Access, Terminate User, Modify Access
(Provide details of modification request)

Authorized User Details

Name: (Last, First, and Middle Initial) \_\_\_\_\_ WASS User ID: \_\_\_\_\_
Position Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_
Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_
Type of work which involves use of UIV data: \_\_\_\_\_

Check all that apply

- Access Level: HUD Headquarters, HUB, Field Office, TARC, PHA
PHA User Access Role: PHA Occupancy - Public Housing, PHA Occupancy - Voucher, PHA User Administrator, PHA Security Administrator
HUD User Access Role: Occupancy Specialist, User Administrator, Security Administrator

Specify the Project Numbers and/or PHA Codes to which access will be limited. Continue the list on a separate sheet, if necessary, or put "All".

Blank lines for project numbers and PHA codes.



Office of Public and Indian Housing  
EIV System: Security Procedures for UIV Data

I authorize/request the above person access as indicated to the EIV System.

HUD Headquarters UIV  
Coordinator:

|              |           |       |
|--------------|-----------|-------|
| _____        | _____     | _____ |
| Name (Print) | Signature | Date  |

Public Housing Director:

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

(Field Office users only)

Name (Print)

Signature

Date

Executive Director or Designee:  
(PHA users only)

|              |           |       |
|--------------|-----------|-------|
| _____        | _____     | _____ |
| Name (Print) | Signature | Date  |

Copy 1 – File



## Appendix 6. Key Accountability Record

Program Administrator Name \_\_\_\_\_

### KEY ACCOUNTABILITY RECORD

| KEY TO | TOTAL AVAILABLE | TOTAL ISSUED | PERSON ISSUED KEY |
|--------|-----------------|--------------|-------------------|
|        |                 |              |                   |
|        |                 |              |                   |
|        |                 |              |                   |
|        |                 |              |                   |
|        |                 |              |                   |
|        |                 |              |                   |

Last Update:



## Appendix 7. Acknowledgement of Receipt of Keys

### Program Administrator

#### ACKNOWLEDGMENT OF RECEIPT OF KEYS

I \_\_\_\_\_ acknowledge receipt of  
(Print Employee Name)

a key to the \_\_\_\_\_.  
(State which File Cabinet or Door)

I understand that I:

1. Must not make unauthorized copies of key.
2. Must safeguard the key and not give it to anyone else.
3. Must not use the key to give access to unauthorized persons.

I also understand that unauthorized disclosure of Enterprise Income Verification (EIV) data can result in a felony conviction punishable by a fine of up to \$5,000 and/or imprisonment up to five (5) years, as well as civil penalties. Also, unauthorized inspection of EIV data can result in a misdemeanor penalty of up to \$1,000 and/or one (1)-year imprisonment, as well as civil penalties.

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Security Manager/Officer

\_\_\_\_\_  
Date



Appendix 8. Restricted Area Access Register

**Program Administrator Restricted Area Access Register**

| <b>Full Name<br/>(Last, First, MI)</b> | <b>Signature</b> | <b>Program Administrator<br/>Employee</b> | <b>Date</b> <b>Entry</b> <b>Time</b> | <b>Date</b> <b>Departure</b> <b>Time</b> |
|--|------------------|---|--------------------------------------|--|
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |
|  |                  |   |                                      |  |



## Appendix 9. Guide for Cleaning or Sanitizing Media

### Methods of Cleaning or Sanitizing Various Types of Media

| Media                                  | Clear      | Sanitize         |
|--|------------|------------------|
| <b>Magnetic Tape</b>                   |            |                  |
| Degaussing Type I                      | a or b     | a, b, or m       |
| Degaussing Type II                     | a or b     | b or m           |
| Degaussing Type III                    | a or b     | m                |
| <b>Magnetic Disk</b>                   |            |                  |
| Bernoullis                             | a, b, or c | m                |
| Floppies                               | a, b, or c | m                |
| Nonremovable Rigid Disk                | c          | a, b, d, or m    |
| Removable Rigid Disk                   | a, b, or c | a, b, d, or m    |
| <b>Optical Disk</b>                    |            |                  |
| Read Many, Write Many                  | c          | m                |
| Read Only                              |            | m, n             |
| Write Once, Read Many (WORM)           |            | m, n             |
| <b>Memory</b>                          |            |                  |
| Dynamic Random Access Memory (DRAM)    | c or g     | c, g, or m       |
| Electronically Alterable PROM (EAPROM) | i          | j or m           |
| Electronically Erasable PROM (EEPROM)  | i          | h or m           |
| Erasable Programmable ROM (EPROM)      | k          | l, then c, or m  |
| Flash EPROM (FEPROM)                   | i          | c then i, or m   |
| Programmable ROM (PROM)                | c          | m                |
| Magnetic Bubble Memory                 | c          | a, b, c, or m    |
| Magnetic Core Memory                   | c          | a, b, e, or m    |
| Magnetic Plated Wire                   | c          | c and f, or m    |
| Magnetic Resistive Memory              | c          | m                |
| Nonvolatile RAM (NOVRAM)               | c or g     | c, g, or m       |
| Read-Only Memory (ROM)                 |            | m                |
| Static Random Access Memory (SRAM)     | c or g     | c and f, g, or m |
| <b>Equipment</b>                       |            |                  |
| Cathode Ray Tube (CRT)                 | g          | q                |
| <b>Printers</b>                        |            |                  |
| Impact                                 | g          | p then g         |
| Laser                                  | g          | o then g         |



### Table Key

- (a) Degauss with a Type I degausser. Type I degaussers are equipment rated to degauss magnetic media having a maximum coercivity of 350 Oersteds.
- (b) Degauss with a Type II degausser. Type II degaussers are equipment rated to degauss magnetic media having a maximum coercivity of 750 Oersteds.
- (c) Overwrite all addressable locations with a single character.
- (d) Overwrite all addressable locations with a character, its complement, and then a random character. Verify. This method is NOT approved for sanitizing media containing Top Secret information.
- (e) Overwrite all addressable locations with a character, its complement, and then a random character.
- (f) Each overwrite must reside in memory for a period longer than the period during which the classified data resided.
- (g) Remove all power including battery power.
- (h) Overwrite all locations with a random pattern, all locations with binary zeros, and all locations with binary ones.
- (i) Perform a full chip erase as directed by the manufacturer's data sheets.
- (j) Perform (i) above, then (c) above, for a total of three times.
- (k) Perform an ultraviolet erase as directed by the manufacturer's data sheets.
- (l) Perform (k) above, but increase the time by a factor of three.
- (m) Destroy—disintegrate, incinerate, pulverize, shred, or melt.
- (n) Perform the required destruction only if classified information is contained.
- (o) Run five pages of unclassified text (font test acceptable).
- (p) Destroy ribbons and clean platens.
- (q) Inspect and/or test screen surface for evidence of burned-in information. If a CRT is present, it must be destroyed.



## Appendix 10A. Media Destruction Log

### Sample Media Destruction Log

Media Description (Include make and model if applicable.): \_\_\_\_\_

System Name: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Removal From Service Date: \_\_\_\_\_

For Destruction     For Surplus     For Reuse Disposition\* (See checklist.):

| Action  | Completed                |
|---|--------------------------|
| Remove media from operating environment and mark "Removed from Service."  | <input type="checkbox"/> |
| Store removed media in a secure location before sanitizing.   | <input type="checkbox"/> |
| Determine the disposition of the media by considering the following:  |                          |
| <input type="checkbox"/> Sensitivity of data  | <input type="checkbox"/> |
| <input type="checkbox"/> Ability to render the data unreadable  | <input type="checkbox"/> |
| <input type="checkbox"/> Continued need for the media item  | <input type="checkbox"/> |
| Mark media with appropriate disposition   | <input type="checkbox"/> |
| <input type="checkbox"/> Use overwriting software on the media.<br><i>Name and version of software used:</i>                          | <input type="checkbox"/> |
| <input type="checkbox"/> Use a degausser on media containing highly sensitive data.<br><i>Brand and coercivity of degausser used:</i> | <input type="checkbox"/> |
| Verify that media is unreadable: **   | <input type="checkbox"/> |
| <input type="checkbox"/> If not unreadable, repeat degaussing.  | <input type="checkbox"/> |
| <input type="checkbox"/> If degaussing fails, mark media "For Destruction."   | <input type="checkbox"/> |
| If media is to be destroyed:  |                          |
| <input type="checkbox"/> Mark "For Destruction."  | <input type="checkbox"/> |
| <input type="checkbox"/> Notify inventory representative for removal of media.  | <input type="checkbox"/> |
| If media is to be surplused:  |                          |
| <input type="checkbox"/> Mark "For Surplus—Sanitized."  | <input type="checkbox"/> |
| <input type="checkbox"/> Notify inventory representative for removal of media.  | <input type="checkbox"/> |
| If media is to be reused:   |                          |
| <input type="checkbox"/> Mark "For Reuse—Sanitized."  | <input type="checkbox"/> |
| <input type="checkbox"/> Return media to production environment or place in storage.  | <input type="checkbox"/> |
| Update configuration management plan.   | <input type="checkbox"/> |
| Retain the completed checklist in the sanitization log.   | <input type="checkbox"/> |

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Verifier Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\* A trained individual other than the one who performed the sanitization process should perform verification on a random basis.





## Appendix 10B. EIV Disposal Log

**(Program Administrator Name)**  
**EIV Disposal Log**

| <b>Name of Employee</b> | <b>What was Disposed</b> | <b>How</b> | <b>Date</b> |
|-------------------------|--------------------------|------------|-------------|
|                         |                          |            |             |
|                         |                          |            |             |
|                         |                          |            |             |
|                         |                          |            |             |
|                         |                          |            |             |
|                         |                          |            |             |
|                         |                          |            |             |
|                         |                          |            |             |
|                         |                          |            |             |
|                         |                          |            |             |

## Appendix 11. Security Awareness Training Attendance Record

*(Name of Program Administrator)*

*Security Awareness Training*

### Attendance Record

**Instructor:** \_\_\_\_\_

*Employee/  
Contractor Name*

*Employee/  
Contractor Signature*

*Business Area/Office*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

**Date of Training:** \_\_\_\_\_



## Appendix 12. Reference Listing

### HUD:

**User Manual: Enterprise Income Verification (EIV), v 4.0, September 2005**

**Operations Manual: Enterprise Income Verification System (EIV), v4.0,  
September  
2005, User Administration (Chapter 3)**

This chapter discusses the administration of EIV system user functions. Topics discussed include:

- Understanding User Administration
- Searching for User Information
- User Administration-Individual User
- User Administration-Group of Users

**HUD Record keeping References: Handbook No. 2225.6 REV-1, CHG-49  
– HUD Records Disposition Schedules, Schedule 35, Office of Troubled  
Agency Recovery, Appendix 35, Nos. 69-72; Handbook 2228.1 Records  
Disposition Management; Handbook 2229.1 – Records Disposition  
Scheduling for Automated Systems**

### HHS:

**HHS' Information Security Program, Information Security Program  
Handbook, November 12, 2004**

**HHS' Information Security Program, Information Security Program Policy,  
December 15, 2004**

**November 2005**

## APPENDIX J

**ST CLAIR COUNTY HOUSING AUTHORITY  
PUBLIC HOUSING  
FLAT RENT SCHEDULE – 2023 (USING SMALL AREA FMRs)  
EFFECTIVE DATE: JULY 1, 2023**

|   |  |  |  |  | 0-BR   | 1-BR   | 2-BR   | 3-BR   | 4-BR   | 5-BR     |
|---|--|--|--|--|--------|--------|--------|--------|--------|----------|
| Alorton - (Hawthorne - 011)                 |  |  |  |  |        | \$ 400 | \$ 528 | \$ 706 | \$ 836 |          |
| Belleville (Amber Court - 027)              |  |  |  |  |        | \$ 427 | \$ 560 |        |        |          |
| Belleville (Bel-Plaza 1 - Church - 061)     |  |  |  |  |        | \$ 506 |        |        |        |          |
| Belleville (Bel-Plaza 2 - N. 47th - 016)    |  |  |  |  |        | \$ 452 |        |        |        |          |
| Brooklyn - Thomas Terry - 001               |  |  |  |  |        | \$ 431 | \$ 567 | \$ 760 | \$ 900 | \$ 1,043 |
| Brooklyn - TT - 009 (Gas Heat)              |  |  |  |  |        | \$ 390 | \$ 516 | \$ 698 |        |          |
| Brooklyn - TT - 009 (Elec Heat)             |  |  |  |  |        |        | \$ 479 |        |        |          |
| Brooklyn - TT - 012                         |  |  |  |  |        | \$ 385 | \$ 513 | \$ 693 |        |          |
| Cahokia Heights - ESS (006)                 |  |  |  |  |        | \$ 434 | \$ 571 | \$ 763 | \$ 906 |          |
| Cahokia Heights - ESS (008)                 |  |  |  |  |        | \$ 428 | \$ 564 | \$ 757 |        | \$ 1,039 |
| Cahokia Heights - ESS (020)                 |  |  |  |  |        | \$ 424 |        |        |        |          |
| Cahokia Heights - PMM (010)                 |  |  |  |  |        | \$ 449 | \$ 590 | \$ 787 | \$ 930 |          |
| Cahokia Heights - PMM (060)                 |  |  |  |  |        | \$ 430 | \$ 566 | \$ 758 | \$ 898 |          |
| Cahokia Heights - PMM (080)                 |  |  |  |  |        |        | \$ 609 | \$ 794 |        |          |
| Dupo  |  |  |  |  | \$ 446 | \$ 486 | \$ 622 | \$ 823 | \$ 980 |          |
| Lebanon (Garden Ridge - 014)                |  |  |  |  |        | \$ 429 | \$ 552 | \$ 733 |        |          |
| Lenzburg (019)                              |  |  |  |  |        | \$ 396 | \$ 524 |        |        |          |
| Lenzburg (028)                              |  |  |  |  |        |        | \$ 567 | \$ 723 |        |          |
| Marissa (002)                               |  |  |  |  |        |        | \$ 567 | \$ 760 | \$ 900 |          |
| Marissa (002 - C)                           |  |  |  |  |        |        | \$ 477 |        |        |          |
| Marissa (007)                               |  |  |  |  |        | \$ 426 |        |        |        |          |
| Millstadt                                   |  |  |  |  |        | \$ 374 | \$ 484 | \$ 643 |        |          |
| New Athens (Phillips - 013)                 |  |  |  |  |        | \$ 377 | \$ 485 |        |        |          |
| New Athens (South Clinton - 021)            |  |  |  |  |        | \$ 378 |        |        |        |          |
| O'Fallon (024-A)                            |  |  |  |  |        |        | \$ 726 |        |        |          |
| O'Fallon (024-B)                            |  |  |  |  |        |        | \$ 655 |        |        |          |
| Smithton (005)                              |  |  |  |  |        | \$ 447 |        | \$ 769 | \$ 918 |          |
| Swansea (Fullerton Rd - 018)                |  |  |  |  |        | \$ 364 |        |        |        |          |
| Washington Park - 017 Scattered             |  |  |  |  |        | \$ 387 | \$ 515 |        |        |          |
| Washington Park - 017 Scattered             |  |  |  |  |        |        | \$ 495 |        |        |          |
|   |  |  |  |  |        |        |        |        |        |          |
| Effective Date: July 1, 2023                |  |  |  |  |        |        |        |        |        |          |
| Resident Comment Period: 2/1/23 thru 4/5/23 |  |  |  |  |        |        |        |        |        |          |
| Board Approval Date: April 12, 2023         |  |  |  |  |        |        |        |        |        |          |

# APPENDIX K

St. Clair County Housing Authority  
Public Housing Utility Allowance Schedule  
Effective Date: January 1, 2023

| Development                     |                        | Bedroom Size |     |     |     |     |     |
|---------------------------------|------------------------|--------------|-----|-----|-----|-----|-----|
|                                 |                        | 0            | 1   | 2   | 3   | 4   | 5   |
| 30-1                            | Brooklyn               |              | 97  | 113 | 128 | 140 | 153 |
| 30-2                            | Marissa                |              |     | 113 | 128 | 140 |     |
| 30-2C <sup>1</sup>              | Marissa                |              |     | 203 |     |     |     |
| 30-3                            | Dupo                   | 82           | 82  | 98  | 113 | 124 |     |
| 30-5                            | Smithton               |              | 97  |     | 127 | 138 |     |
| 30-6                            | Cahokia Heights        |              | 94  | 109 | 125 | 134 |     |
| 30-60                           | Cahokia Heights        |              | 98  | 114 | 130 | 142 |     |
| 30-7                            | Marissa                |              | 102 |     |     |     |     |
| 30-8                            | Cahokia Heights        |              | 100 | 116 | 131 |     | 157 |
| 30-80                           | Cahokia Heights        |              |     | 116 | 131 |     |     |
| 30-9 – Gas Heat                 | Brooklyn               |              | 138 | 164 | 190 |     |     |
| 30-9A – Elec. Heat <sup>2</sup> | Brooklyn               |              |     | 201 |     |     |     |
| 30-10                           | Cahokia Heights        |              | 98  | 111 | 129 | 140 |     |
| 30-11                           | Alorton                |              | 128 | 152 | 182 | 204 |     |
| 30-12                           | Brooklyn               |              | 143 | 167 | 195 |     |     |
| 30-13                           | New Athens             |              | 159 | 195 |     |     |     |
| 30-14                           | Lebanon                |              | 147 | 184 | 227 |     |     |
| 30-16 (North 47 <sup>th</sup> ) | Belleville Bel-Plaza 2 |              | 76  |     |     |     |     |
| 30-61 (S. Church)               | Belleville Bel-Plaza-1 |              | 76  |     |     |     |     |
| 30-17                           | Washington Park        |              | 141 | 165 |     |     |     |
| 30-17A S/F House <sup>3</sup>   | Washington Park        |              |     | 185 |     |     |     |
| 30-18                           | Swansea                |              | 164 |     |     |     |     |
| 30-19                           | Lenzburg               |              | 132 | 156 |     |     |     |
| 30-20                           | Cahokia Heights        |              | 104 |     |     |     |     |
| 30-21                           | New Athens             |              | 158 |     |     |     |     |
| 30-22                           | Millstadt              |              | 154 | 196 | 245 |     |     |
| 30-24A <sup>4</sup>             | O’Fallon               |              |     | 130 |     |     |     |
| 30-24B                          | O’Fallon               |              |     | 201 |     |     |     |
| 30-27                           | Belleville – Amber Ct. |              | 101 | 120 |     |     |     |
| 30-28                           | Lenzburg               |              |     | 113 | 165 |     |     |

**Effective Date: January 1, 2023**  
**Resident Comment Period: October 1, 2022 through November 30, 2022**  
**Board Approval Date: December 14, 2022**

<sup>1</sup> Units = U11, A12, A31, A32, A41, A42, B21, B22

<sup>2</sup> Units = 604, 606, 608, 610, 616, 618, 620, 622, 628, 630, 632, 634 South 5<sup>th</sup> St.

<sup>3</sup> Units = 1800, 1826, 2236 and 2240

<sup>4</sup> Buildings = 301 and 303 Estate

## **APPENDIX L**

### **ST. CLAIR COUNTY HOUSING AUTHORITY'S**

#### **PET OWNERSHIP POLICY**

#### **PURPOSE**

The purpose of this policy is to establish rules governing the ownership of common household pets in and on properties owned and operated by the St. Clair County Housing Authority. In accordance with federal regulations, this policy does not apply to animals that assist, support or provide service to persons with disabilities.

#### **TYPES AND NUMBER OF PETS**

Common Household Pets include domesticated animals that are traditionally kept in the home for pleasure, as opposed to commercial purposes. Such pets would include dogs, cats, birds, fish, caged rodents such as hamsters or gerbils, and small reptiles such as turtles. Livestock, reptiles more than 12 inches in length, and pigs are not considered to be common household pets.

One pet per unit will be allowed. Multiple fish or small reptiles in one aquarium will be considered as one pet. Rodents will be limited to 2 per cage. No breeding stock will be allowed.

The adult weight of dogs and cats may not exceed 25 pounds. The adult height of dogs and cats may not exceed 24 inches.

Specific breeds or species of animals that are deemed potentially harmful to the health or safety of others will not be permitted. This includes attack and fight trained dogs.

All dogs and cats must be spayed or neutered.

#### **APPROVAL/REGISTRATION OF PETS**

All dogs/cats must be approved by and registered with the Housing Authority prior to being brought onto the premises. Approval is to be obtained by completing the Authorization for Pet Ownership form. A color picture of the dog/cats must be provided to the Housing Authority for identification purposes.

To assist in identifying units with dog/cats, a sticker will be placed on the front door of all units that have pets registered with the Housing Authority.

Residents must notify management in writing of their intent to house other pets (i.e. birds, fish, rodents, reptiles) prior to bringing the pet on the premises. Management reserves the right to reasonably refuse, restrict, and/or charge a security deposit for housing a pet other than a dog/cat, when the circumstance warrant (i.e. increase potential for property damage, resident safety, etc.).

## **PET FEES/SECURITY DEPOSITS**

Upon approval of a dog/cat or other pet as applicable by the Housing Authority, the resident shall be required to pay a monthly fee of \$10, due with each month's rent payment. A refundable pet deposit of \$200 is required. The \$10 monthly fee is for general costs to the Housing Authority associated with the presence of pets. The \$10 monthly fee **is not** applicable to residents residing in properties designated for particular populations (i.e. elderly / disabled or mixed populations, senior citizen only, and/or non-senior person with a disability only occupancy designation). The refundable deposit is to cover the costs attributed to damage caused by specific pets. Once paid, pet deposits are refundable only upon the resident vacating the apartment (i.e. not upon removal of the animal.)

## **RESTRICTIONS AND PROHIBITIONS**

Due to issues related to congestion, only residents residing in single-family or duplex units are permitted to have a dog or cat, except for locations designated for the elderly and/or persons with disabilities. Also due to issues related to congestion, logistics, lack of green space, noise and other factors, senior / disabled residents residing in high-density developments are prohibited from having a dog. High-density is defined as a hi-rise building (i.e. those having four or more floors).

## **CONDITIONS OF PET OWNERSHIP**

Residents are responsible for any damage caused by their pets, including cleaning or fumigating their units, the cost of which will be deducted from the refundable pet deposit. Residents are also responsible for the behavior of their pets, assume full liability for their pets, and agree to hold harmless the Housing Authority from any claims caused by an action or inaction of their pets.

If a pet causes harm to any person, the owner will be required to notify the Housing Authority and permanently remove the pet from the premises within 24 hours of written notice from the Housing Authority.

Pets may not be left unattended in the dwelling unit for more than 12 hours. If the pet is left unattended with no arrangements for alternate care, the housing authority will contact the local pet control authority to assume control of the animal. Any expenses incurred will be the responsibility of the owner.

Should the pet owner become unable to care for their pet for any reason, the name, address and phone number of a least one alternate caretaker for the pet shall be provided to the Housing Authority. In the event the alternate caregiver is unwilling or unable to care for the pet, the local pet control authorities will be contacted to assume control of the animal until such time as another friend or family member is contacted to assume responsibility of the pet owner.

All pets will be properly licensed and inoculated as prescribed by state and/or local ordinances. A certification signed by a licensed veterinarian or state or local official will be required to attest to such licensing and inoculations. The certification shall be updated at least annually, or as required by state and/or local ordinances. Required tags shall be visible on the animal at all times.

Pet owners are required to take appropriate measures to keep pets free of fleas and ticks. Any pet-related insect infestation in the dwelling units will be the responsibility of the pet owner. The Housing Authority reserves the right to perform insect extermination at the expense of the pet owner.

Pet owners must maintain the pet and it's quarters in a manner that will prevent odors and unsanitary conditions.

Pets must not to disturb any other residents of the Housing Authority or other neighbors.

All pets must be kept in the owner's unit, and must be controlled/contained when Housing Authority employees, its agents or others must enter the unit to conduct business. Pets must be leashed and attended by an adult at all times when outside. Pets may not be chained or tethered unattended while outside. No alterations may be made to the dwelling or the dwelling area to create an enclosure for a pet. No outdoor cages or pet homes may be constructed, unless management issues written authorization for a resident living in a single family home.

Pet owners must clean up pet waste and are responsible for prompt and proper disposal of waste. Cats must use waterproof litter boxes inside the unit and litter boxes will be emptied and cleaned in a timely manner. Litter shall be disposed of appropriately. No litter will be flushed down the toilet.



## **VISITING PETS/STRAY ANIMALS**

Tenants are prohibited from feeding or harboring stray animals. Feeding or harboring stray animals or having a visiting pet on the premises will be construed as owning a pet without proper authorization of the Housing Authority.

### **Violations of Pet Ownership Policy**

Violation of any part of this policy may result in:

(1). Required removal of pet within 10 days of written notice from the Housing Authority, except in the case of the pet causing harm to a person, when the removal is required within 24 hours of written notice from the Housing Authority,

and/or

(2). Eviction.

## **MANAGEMENT'S RIGHT TO REFUSE/DENY**

Management reserves the right to refuse/deny a resident's request for a pet when there are previously documented concerns regarding the resident's ability to meet health and safety standards established by the lease agreement.

## **RESIDENT'S RIGHT TO APPEAL**

Decisions made by Management in administering the Pet Policy are grievable by residents under the Housing Authority's Grievance Policy. Management will notify the resident of the right to grieve when issuing adverse decisions.

**PET APPLICATION AND PET PERMIT**

\_\_\_\_\_ Date

Resident Name: \_\_\_\_\_

Account # \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

I hereby make application for written permission to keep a pet in my dwelling unit as a resident of the St. Clair County Housing Authority. The following information is provided:

- 1) Description of pet (including breed, age, color, height and weight).  
\_\_\_\_\_  
\_\_\_\_\_
- 2) Color photograph (not less than 3" x 3" in size) attached.
- 3) Attached is a certification from a licensed veterinarian stating that the pet:
  - a) has received all inoculations;
  - b) has been neutered or spayed if over the age of ten months old; and
  - c) is free of communicable diseases and external parasites (fleas, ticks, etc.).
- 4) Evidence attached that the pet is currently licensed in accordance with local laws.
- 5) Check or money order in the amount of \$ \_\_\_\_\_ for the required Security Deposit is attached.
- 6) Alternate pet custodian is: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

I fully understand the terms and conditions specified in SCCHA's Pet Policy and Pet Agreement regarding the privilege of keeping a pet and agree to abide by those requirements.

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

-----  
**FOR SCCHA USE**

\_\_\_\_\_ Request Approved

\_\_\_\_\_ Request Denied

## APPENDIX M

### ST. CLAIR COUNTY HOUSING AUTHORITY'S *SERVICE CHARGE POLICY*

Consistent with HUD guidelines, it is SCCHA's policy to charge residents for repair work needed as a result of resident neglect, damage, or other factors that exceed normal wear and tear taking into consideration the length of occupancy and other relevant factors.

The majority of items will be charged based on an actual or estimated "time and material" basis. Accordingly, the actual cost of such repairs may vary from time to time dependent upon labor and material costs. A standardized labor rate of \$20 per hour shall be assessed, with a minimum service fee of \$10.00 (except for a key duplication charge of \$4.00).

The intent of the policy is to recover the cost of performing maintenance work from residents that cause property damage, which exceeds normal wear and tear, either through neglect or abuse, so that adequate maintenance can be provided to all residents. No profit or overhead charges shall be included in the charges assessed. Material cost shall be established based on the current or most recent purchase price, whichever is most readily available. The cost for certain types of material/equipment/fixtures shall be subject to a depreciation allowance to account for age and normal wear and tear. Examples of such items include kitchen appliances (stoves and refrigerators), carpeting, and interior painting.

Specified charges exist for limited number of services. These are listed below.

|    |  |          |
|----|--|----------|
| 1. | Response to lock-out (business hours)  | \$30.00  |
| 2. | Response to lock-out (non-business hours)  | \$60.00* |
| 3. | Trash/debris in areas for which resident is responsible under the lease agreement <u>or</u> littering penalty            | \$25.00  |
| 4. | Duplicate request for recertification information  | \$50.00  |
| 5. | After-hours disturbance investigation charge (charged to resident or resident who has guest that is causing disturbance) | \$50.00  |
| 6. | Smoke detector battery replacement   | \$10.00  |
| 7. | Unclog drain lines,<br>Household (kitchen/bath/toilet)   |          |
|    | - Minor  | \$30.00  |
|    | - Regular  | \$50.00  |

Main line/special circumstances \$100.00

8. Appliance cleaning (stove/refrigerator)
- |         |         |
|---------|---------|
| Light   | \$25.00 |
| Routine | \$50.00 |
| Heavy   | \$50.00 |

9. Unit Cleaning (Vacant Units)

| Unit Size | <u>Partial</u> (Light) | Routine (Medium) | <u>Complete</u> (Heavy) |
|-----------|------------------------|------------------|-------------------------|
| 0-1Br.    | \$50                   | \$100            | \$150                   |
| 2         | \$75                   | \$150            | \$225                   |
| 3         | \$100                  | \$200            | \$300                   |
| 4         | \$125                  | \$250            | \$350                   |
| 5         | \$150                  | \$300            | \$400                   |

10. Personal Property Removal (Vacant Units)

|             |       |
|-------------|-------|
| Light       | \$ 50 |
| Medium      | \$100 |
| Heavy       | \$300 |
| Extra Heavy | \$500 |

11. Utility Assistance Payments check replacement fee \$20.00
12. Returned check charge \$20
13. Tenant-caused rejected ACH payment fee of \$10
14. Tenant requested lock change - \$50

\*Response time is limited until twelve midnight. There shall be no lockout service from 12:00 midnight until 7:00 a.m.

Residents are responsible for the cost to repair/replace window glass and screens, storm doors, and individual trash receptacles (normal wear and tear excepted).

**Interior Painting**

Within budgetary constraints, SCCHA shall perform at no cost to residents, interior painting of units occupied for 5 years or longer which are headed by a household member that is a senior (age 62 or older) or disabled and where there is no other able-bodied adult household member. Interior painting of family units may be

completed under the following guidelines: A) After 5 years of occupancy, SCCHA shall provide paint at no cost to residents who are capable of painting in a satisfactory manner; B) before 5 years of occupancy, SCCHA shall provide paint to residents who are capable of painting in a satisfactory manner when the resident agrees to pay for the paint on a pro-rata basis (based on 5 year life), or SCCHA will arrange to have the desired repainting work completed upon the execution of a written agreement for the resident to pay for the pro-rata cost of the repainting work (i.e. time and material); C) regardless of the length of occupancy, with the prior written authorization of SCCHA, resident may arrange for interior repainting at their cost.

It should be noted that painting done by residents must be finished to the standards of the Authority. All units painted will be inspected and subject to charge if not ultimately done properly.

### **Notification / Billing**

Residents shall be notified in written form of all service charges to be added to their account. Charges are due and payable the first of the month after the resident is notified of the charge, provided, however, that a minimum two-week notice is given. Charges totaling \$50 or more can be billed and paid in multiple increments (usually 25% per month) upon the written request of the resident or at the discretion of the Property Manager. Disputes over service charges that cannot be satisfactorily resolved with the Property Manager may be reviewed first by the Senior Property Manager and secondarily by the Deputy Director.

**APPENDIX N**  
**COLLECTION POLICY**

This document explains the collection program applicable to all subsidized (including public housing) and non-subsidized rental properties operated by the St. Clair County Housing Authority (SCCHA).

| <u>DAY OF MONTH</u> | <u>DESCRIPTION OF ACTION</u>  |
|---------------------|---|
| 1st day             | All rents are due and payable on or before the first day of each month.   |
| 12th day            | All accounts with a balance as of the close of business on the 12th day of the month (or the following business day if the 12th falls on Saturday, Sunday or holiday) shall be issued a Rent Demand Notice signifying the start of the legal process and assessed a \$20.00 late fee.   |
| 26th day            | All accounts with a balance as of the close of business on the 26th day of the month (or 14 days from the date of the demand notice if the issuance of the demand was delayed due to the 12th day falling on Saturday, Sunday or holiday) shall have a Forcible Entry and Detainer Action started against them and receive a Notice of Legal Action. Residents will be charged the appropriate service fee as established by the St. Clair County Sheriff (currently ranging from \$32 to \$60, depending on the community) and a \$20.00 administrative service fee. |

PROCEDURAL MATTERS

1. All payments received by SCCHA shall be applied first towards "other" charges, which include maintenance charges, service fees, late payment penalties, etc. The balance of all payments shall be applied toward rent, current rent first then delinquent rent.
2. Maintenance and other charges exceeding \$30.00 may be paid in multiple installments (25% increments), according to established payment plan guidelines, upon the request of the resident. Maintenance and other charges due SCCHA will be deducted from utility reimbursements due the residents.
3. Residents who pay late (pay after the 12th) four or more times and/or those issued two or more Notice of Legal Action (i.e. notification of FE&D filing---which occurs on or around the 26th of the month) in the most recent twelve (12) month period shall have their leases terminated.

## VACATED TENANTS WITH BALANCES

When a tenant vacates an SCCHA property owing an amount over and above the security deposit held by SCCHA, the tenant shall be notified in writing of the amount owed and will be provided an opportunity for the determination to be reviewed.

SCCHA shall use all means available to collect the amount due, including, but not limited to, any or all of the following:

- Reporting the balance due to credit bureau(s);
- Turn the account over to a third-party collection agency;
- Report the amount due to HUD using HUD's electronic "Debts Owed" system;
- Legal filing in small claims court for judgment and/or wage garnishment purposes;
- Reporting to the Illinois Comptroller as provided under the Local Debt Recovery Program (LDRP) for the purpose of potentially intercepting any funds due to the person by the State of Illinois, such as, but not limited to a State Income Tax Return.

## APPENDIX O

### ADMINISTRATIVE GRIEVANCE PROCEDURE PUBLIC HOUSING PROGRAM

#### **I. DEFINITIONS**

**Complainant** is defined as any person who has the legal capacity to contract in the State of Illinois and is or has expressed a desire to be an applicant and/or resident of a public housing property operated by the St. Clair County Housing Authority (SCCHA) and believes his/her rights, duties, welfare, or status is or may be adversely affected by an action of the SCCHA or by a failure of the SCCHA to act and who files a grievance in the manner prescribed herein.

**Grievance** is defined as any dispute claimed to arise from an action of the SCCHA contrary to, or from a failure of the SCCHA to act in compliance with the applicable laws, policies, procedures, regulations, or contractual documents (i.e. lease agreement, etc.).

**General:** In hopes of settling disputed adverse decisions in the most-timely, informal and administratively efficient basis possible, SCCHA may elect to incorporate a “reconsideration” and “department director review” component in the review process as described below. It remains SCCHA’s sole discretion to incorporate either or both of these components in the review / appeal process, or to proceed directly to the federally required informal review (for applicants) or informal hearing (for tenants). The Executive Director (or designee) presides over informal reviews and/or hearings. Decision notices will be in writing and will include the applicable review directions.

#### **II. GRIEVANCE PROCESS**

Adverse decisions shall include notice of the complainant’s right to have the decision reviewed. Notices issued shall specify the level of review as either: A) a request for reconsideration to the person making the adverse decision; B) the Department Director; or C) the Executive Director.

##### **STEP #1 – REQUEST FOR RECONSIDERATION**

The first step in the grievance process, when so directed in the adverse decision determination, is for the complainant to notify the staff person who made the alleged adverse decision or who failed to act that the decision or failure to act is being disputed. The notification must be in written form, directed to the staff person responsible for the original decision or failure to act, and must be received within 10 calendar days of receipt of the decision notice or the failure to act.



Upon timely receipt of the reconsideration request the appropriate staff person shall review the decision and the complainant's basis for disputing the decision. If warranted, a meeting may be arranged to discuss the issues involved.

Within 10 business days of receipt of the reconsideration request or the date of the last meeting held with the complainant to discuss the disputed matter, the responsible staff person shall issue a written determination notifying the complainant of the results of the reconsideration.

The reconsideration notice shall notify the complainant of his/her right to further recourse under the terms of the Grievance Policy and shall identify the Departmental Director with jurisdiction over the matter.

### **STEP #2 – REVIEW BY DEPARTMENTAL DIRECTOR**

If upon receipt of the reconsideration determination or as appropriate in accordance with the original adverse decision determination, the complainant believes the decision reached is inconsistent with applicable laws, policies, procedures, regulations, or contractual documents, the complainant may request a review of the decision by the appropriate Departmental Director. To obtain a review the complainant must submit a written request within 10 calendar days of receipt of the reconsideration determination.

It will be the responsibility of the appropriate Departmental Director to attempt to resolve the grievance in a manner consistent with all applicable laws, policies, procedures, regulations, and contractual documents.

The Department Director review meeting is conducted in an informal setting and shall at a minimum include a careful review of the circumstances that resulted in the adverse decision by staff. The complainant will be afforded the opportunity to respond to any and all issues influencing the adverse decision. The Department Director's review is not limited in scope to the reasons cited in the determination notice(s) issued related to the adverse decision. Rather, the Department Director review may include a comprehensive review of issues related to the eligibility and/or continued eligibility of the complainant. The Department Director's review decision may result in a determination to uphold, rescind and/or amend the original adverse decision and/or reasons therefore.

The Departmental Director will notify the complainant in writing of his/her decision and the reasons therefore within 10 business days of receipt of the grievance or the date of the last meeting held with the complainant in which the grievance was discussed. The complainant will also be advised in that notice of the opportunity to secure further review by the Executive Director if the complainant believes the decision reached is inconsistent with applicable laws, policy, procedures, regulations, contractual documents, etc.

If the Department Director issued the original adverse decision, the only review opportunity available to the complainant is before the Executive Director.

**STEP #3 – REVIEW BY EXECUTIVE DIRECTOR**

To obtain a review by the Executive Director, the complainant must submit a written request within 10 calendar days of receipt of the Departmental Director’s decision.

The Executive Director shall arrange a meeting with the complainant and otherwise do what is necessary to resolve the matter in a manner consistent with applicable laws, policies, procedures, regulations, and contractual documents.

The complainant will be notified in writing of the SCCHA’s final decision resulting from the Executive Director’s review within 10 business days of receipt of the appeal or the date of the last meeting held with the complainant in which the grievance was discussed. The decision letter shall include a brief description of the factors considered in reaching the decision in addition to any other content specifically required by applicable federal regulation.

**III. PROCEDURAL MATTERS**

- A. Written Notice of Proposed Adverse Action. SCCHA shall provide applicants and/or residents written notice of any proposed adverse action. The notice shall contain a specific statement that describes the proposed adverse action and the reasons therefore. In addition the notice shall inform the applicant and/or resident of the opportunity to have the decision reviewed under the terms of the established grievance policy.
- B. Timely Requests. Requests for a review hearing must be received within the time frames stated herein. SCCHA reserves the right to grant exceptions to the deadlines if it determines that an exception is justified by individual circumstances, but shall be under no obligation to grant an exception regardless of the circumstances involved.
- C. Payment of Rent as Condition for Hearing on Rent. SCCHA will not be required to consider, commence, or continue a grievance hearing unless the resident does the following:
  - 1. Pay the full amount of rent owed, as determined by SCCHA, except as described in the next paragraph;
  - 2. Continues to make such payments promptly during the grievance process.

These provisions do not apply to retro-rent charges which are the subject of the grievance.

If the grievance stems from a dispute over a proposed increase in the Tenant Rent amount as determined by SCCHA at rent review, SCCHA shall allow the complainant to pay the amount of the Tenant Rent in effect before the increase until completion of the grievance. If in such case, the original Tenant Rent determination proves correct; the increase shall take effect retroactively to the original proposed effective date.

Disputed retro-rent charges shall be held in abeyance (i.e. not charged to the resident account) until the grievance process has been concluded.

- D. Representation of Complainant. At his/her own expense, a complainant may be represented during the grievance process by a person of his/her choosing.
- E. Examination of Relevant Materials. The complainant has the right to examine and copy (at his/her expense) any relevant non-privileged documents in the possession or control of SCCHA. This opportunity shall be given at the timely request of the complainant.
- F. Evidence. SCCHA and the complainant may present evidence, may question any witnesses, and have others make statements on their behalf at the hearing. Evidence shall be considered fairly, but strict judicial rules of evidence will not be applied.
- G. Effect of Grievance Proceedings on Evictions. If an SCCHA resident makes a timely request for a hearing on a proposed decision to terminate the tenancy or to evict the occupants, the lease shall not terminate nor shall the occupants be evicted before completion of the SCCHA grievance proceedings.
- H. Nonuse of Grievance Process. A complainant is not required to use the administrative grievance procedure for review of any SCCHA adverse action. The complainant has the right to use any otherwise available judicial procedure for review of all alleged adverse action by SCCHA.
- I. Accommodation of Person with Disabilities. SCCHA shall provide reasonable accommodation for persons with disabilities to allow participation in the grievance process.

Reasonable accommodation may include, but is not necessary limited to qualified sign language interpreters, readers, accessible locations, or attendants.

If the resident is visually impaired, any notice to the resident which is required under this policy shall be delivered in accessible format.

**IV. SECTION 504 DISCRIMINATION COMPLAINTS BY PERSONS WITH DISABILITIES**

Any person who feels he/she has been discriminated against on the basis of their handicap or disability in violation of the federal law entitled “Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities”, commonly referred to as Section 504, should file a complaint with the Administrative Director or other member of the Administrative Department.

Complaints should be written, unless the person filing the complaint has a handicap that would prohibit him/her from doing so. In such an instance, the complainant should make the cause of the complaint known to the Administrative Director in the most reasonable suitable method available.

The Administrative Director will attempt to informally resolve the complaint to the satisfaction of the complainant within 10 working days. If attempts at informal resolution are unsuccessful, a hearing before the Executive Director will be scheduled.

The complainant will be informed of the Executive Director’s decision within 10 business days. The decision will be communicated to the complainant in a manner determined most appropriate, given the nature of the complainant’s disability.

If the complainant remains dissatisfied, he/she retains the right to pursue the matter further through whatever judicial or administrative proceedings available under law.

## **APPENDIX P**

### **ST. CLAIR COUNTY HOUSING AUTHORITY'S**

#### **FIRE LOSS RESIDENT RE-HOUSING POLICY**

Periodically, fires occur at properties operated by the St. Clair County Housing Authority (SCCHA). This policy was adopted to provide management with guidance in making re-housing determination(s) and to advise residents of the circumstances under which they will be re-housed.

In formulating this policy, SCCHA gave due consideration to a wide array of factors, including but not limited to:

- 1) The obligation to provide safe housing to low-income families, those with disabilities, and senior citizens;
- 2) The need to do everything reasonably possible to minimize the number of fire losses;
- 3) The difficulties and costs involved in maintaining property insurance coverage required by HUD.

With these and other factors/considerations in mind, the management staff is directed to review each and every fire loss on a case by case basis and to make a determination that is in the mutual best interest, in the broad and long term prospective, of the agency and the resident population as a whole.

Management shall re-house a resident that experiences a fire loss determined to be the result of mechanical and/or equipment defects related to the building structure or system (i.e. delivery systems, equipment and/or appliances involving electrical or natural gas), so long as the resident is determined to be in good standing under the terms and conditions of the lease at the time of the fire loss.

The following factors shall be considered by management in formulating the re-housing decision involving fire losses determined to be caused by factors other than mechanical or systems defect (i.e. resident accident or neglect):

- 1) Resident rent payment history;
- 2) Resident occupancy history (i.e. disturbances, complaints, etc.);
- 3) Resident care and maintenance of the unit;

- 4) Whether or not the resident's actions or inactions contributed to the cause of the fire;
- 5) Whether or not the resident's occupancy practices or other actions/inactions contributed to the extent of fire damage (i.e. improper storage of flammables, clutter, etc.);
- 6) Whether or not resident action/inactions resulted in the disabling of the smoke detector devices (i.e. removal of batteries, disconnects, etc.);
- 7) Whether or not the resident maintained renter's insurance or other forms of insurance that would provide for unit restoration in the event of fire loss resulting from tenant accident or neglect.

If the review of these factors is favorable to the resident, management may consider re-housing the resident, providing arrangements are made for the resident to reimburse SCCHA for a portion or all of the repair costs.

If the review of the factors enumerated above is not favorable to the resident, management shall issue an adverse re-housing determination, providing the resident the opportunity to seek reconsideration consistent with the terms and conditions of the Grievance Policy.

## **APPENDIX Q**

### **Non-Smoking Policy St. Clair County Housing Authority (Current as of 4/12/17)**

#### **Purpose of No-Smoking Policy**

1. To mitigate the irritation and known health effects of secondhand smoke.
2. Minimize the maintenance, cleaning and redecorating costs associated with smoking.
3. Decrease the risk of smoking-related fires to property and personal safety.

#### **Scope / Implementation / Effective Date**

Implementation of the “Smoke Free” Public Housing policy shall be in all federally-assisted properties operated by the St. Clair County Housing Authority (SCCHA), including:

- All “Public Housing” or Low Rent Housing Program locations (See Exhibit 1)
- Both “Multi-family” housing properties (known as Gwendolene Court in Belleville and Townhouse Court in Brooklyn)
- The Rural Development Property known as Cedar Ridge in Lebanon.

The Smoke Free Policy / lease addendum shall be effective July 1, 2018. The July 1, 2018 effective date applies to all residents at all locations. There is no “grandfather” or other exemption from the policy. Residents were given more than one year notice of the SCCHA’s intent to declare all its federally-assisted properties as “Smoke Free” effective July 1, 2018. Notice was first given in conjunction with the 2017 Agency Plan Update process. Residents were periodically reminded of the July 1, 2018 effective date through-out 2017 and the early part of 2018.

#### **“Smoke Free” Areas**

Smoking is not permitted in any interior area of any SCCHA operated buildings, including but not necessarily limited to all offices, maintenance shops, individual apartments and all interior common areas, and within twenty-five feet (25’) of any exterior doorway or operable window.

The smoking ban includes all “prohibited tobacco products.” Prohibited tobacco products is defined to include lit cigar, cigarette, pipe or other similar tobacco product in any manner or in any form, including the use of water-pipes (commonly known as “hookas”).

#### **Those affected by the no-smoking policy**

This policy applies to everyone --- including residents, guests, visitors, service personnel and SCCHA employees ---who visit, live and/or perform work on SCCHA property, including SCCHA-owned vehicles.

The “Smoke Free” Policy **does not** mean that residents or employees will have to quit smoking in order to live or work at SCCHA operated properties. The new policy will only prohibit smoking (as defined) in the “non-smoking areas” on all SCCHA-operated properties.

## **Proper Disposal of Cigarette Butts & Smoking Material**

Cigarette butts and all smoking material must be disposed of in a neat and safe manner. No person may throw cigarette butts or other smoking material on the ground.

## **“Smoke Free” Signage**

SCCHA shall post “no smoking” or “smoke free” signs at its discretion.

## **Lease Addendum**

Residents will be required to sign a lease addendum that specifies smoking will be prohibited inside all apartment units, indoor common areas, and within twenty-five (25) feet from any entrance / exit / operable window. The “Smoke Free” policy is not a property wide ban on smoking, only focusing on indoor smoking practices and within 25 feet of any doorway or operable window.

## **Cessation Education**

To assist all residents and employees with the “Smoke Free” policy transition and to accommodate resident interest in smoking cessation, SCCHA will make information regarding cessation education materials and services through the St. Clair County Public Health Department and/or other sources available to residents.

## **Compliance / Enforcement**

The resident (leaseholder) is responsible for the actions of all other household members, live-in aides, guests, visitors and others on the property as a result of their occupancy. Failure to comply with any of the provisions of this policy shall be considered a material lease violation and shall subject the resident to all leasehold remedies available to management, including, but not limited to lease termination, eviction, and charges for damages which may include the cost to clean or replace items discolored and/or which contain the odor of smoke including, but not limited to carpets, window coverings, walls, or the cost to repair burn marks and remove cigarette butts or residue.

Enforcement issues involving SCCHA employees shall be handled in a manner prescribed by the SCCHA Personnel Policy, namely through a progressive disciplinary process.

Resident violation of the provisions of this policy shall generally be handled as follows:

- 1<sup>st</sup> – Infraction – Verbal Warning
- 2<sup>nd</sup> – Infraction – Written Warning
- Additional – Infractions – Service Fee of \$25.00 each

Repeated violation shall be considered, in the accumulative sense, a material violation of the lease. As such, lease termination action shall be ensued.



## **Complaints / Investigations**

If a resident (or other party) witnesses someone smoking or smells tobacco smoke in any place within the interior of any SCCHA operated property or witnesses someone smoking in non-smoking areas, he / she should report the violation or the odor to the Property Manager in writing as soon as possible. In the case of non-compliance by a SCCHA employee, reports should be made to the SCCHA's Administrative Director, at 618-277-3290, extension 6980.

Property Managers or other members of SCCHA's management or administrative staff receiving a complaint will seek to identify the specific source of the tobacco smoke and will take appropriate enforcement action.

**Smoke-Free Public Housing Policy  
St. Clair County Housing Authority**

**(TO BECOME EFFECTIVE 7/1/18)**

**Purpose of No-Smoking Policy**

4. To mitigate the irritation and known health effects of secondhand smoke.
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Smoking is not permitted in any interior area of any SCCHA operated buildings, including but not necessarily limited to all offices, maintenance shops, individual apartments and all interior common areas, and within twenty-five feet (25’) of any exterior doorway or operable window.

The smoking ban includes all “prohibited tobacco products.” Prohibited tobacco products is defined to include lit cigar, cigarette, pipe or other similar tobacco product in any manner or in any form, including the use of water-pipes (commonly known as “hookas”).

**Those affected by the no-smoking policy**

This policy applies to everyone --- including residents, guests, visitors, service personnel and SCCHA employees ---who visit, live and/or perform work on SCCHA property, including SCCHA-owned vehicles.

The “Smoke Free” Policy **does not** mean that residents or employees will have to quit smoking in order to live or work at SCCHA operated properties. The new policy will only prohibit smoking (as defined) in the “non-smoking areas” on all SCCHA-operated properties.

## **Proper Disposal of Cigarette Butts & Smoking Material**

Cigarette butts and all smoking material must be disposed of in a neat and safe manner. No person may throw cigarette butts or other smoking material on the ground.

## **“Smoke Free” Signage**

SCCHA shall post “no smoking” or “smoke free” signs at its discretion.

## **Lease Addendum**

Residents will be required to sign a lease addendum that specifies smoking will be prohibited inside all apartment units, indoor common areas, and within twenty-five (25) feet from any entrance / exit / operable window. The “Smoke Free” policy is not a property wide ban on smoking, only focusing on indoor smoking practices and within 25 feet of any doorway or operable window.

## **Cessation Education**

To assist all residents and employees with the “Smoke Free” policy transition and to accommodate resident interest in smoking cessation, SCCHA will make information regarding cessation education materials and services through the St. Clair County Public Health Department and/or other sources available to residents.

## **Compliance / Enforcement**

The resident (leaseholder) is responsible for the actions of all other household members, live-in aides, guests, visitors and others on the property as a result of their occupancy. Failure to comply with any of the provisions of this policy shall be considered a material lease violation and shall subject the resident to all leasehold remedies available to management, including, but not limited to lease termination, eviction, and charges for damages which may include the cost to clean or replace items discolored and/or which contain the odor of smoke including, but not limited to carpets, window coverings, walls, or the cost to repair burn marks and remove cigarette butts or residue.

Enforcement issues involving SCCHA employees shall be handled in a manner prescribed by the SCCHA Personnel Policy, namely through a progressive disciplinary process.

Resident violation of the provisions of this policy shall generally be handled as follows:

- 1<sup>st</sup> – Infraction – Verbal Warning
- 2<sup>nd</sup> – Infraction – Written Warning
- Additional – Infractions – Service Fee of \$25.00 each

Repeated violation shall be considered, in the accumulative sense, a material violation of the lease. As such, lease termination action shall be ensued.

### **Complaints / Investigations**

If a resident (or other party) witnesses someone smoking or smells tobacco smoke in any place within the interior of any SCCHA operated property or witnesses someone smoking in non-smoking areas, he / she should report the violation or the odor to the Property Manager in writing as soon as possible. In the case of non-compliance by a SCCHA employee, reports should be made to the SCCHA's Administrative Director, at 618-277-3290, extension 6980.

Property Managers or other members of SCCHA's management or administrative staff receiving a complaint will seek to identify the specific source of the tobacco smoke and will take appropriate enforcement action.

## **APPENDIX R**

### **OXYGEN FIRE SAFETY POLICY**

**PURPOSE:** This policy has been developed to address the fire safety hazard related to residents who smoke or allow an open flame while using medical oxygen. This practice is an extremely dangerous fire hazard. Oxygen is not flammable, but it can cause other materials that burn to ignite more easily and to burn far more rapidly. The result is that a fire involving oxygen can appear explosive-like. Oxygen is of great benefit to those in need of oxygen therapy but it should always be handled with caution and awareness of the potential hazard.

**SCOPE:** The Oxygen Fire Safety Policy is in affect for all housing authority residents.

**STATEMENT OF POLICY:** It is the policy of the Housing authority to fully comply with, and to enforce the safety guidelines and quantity limits for the use of medical oxygen by residents of the housing authority.

**SAFETY GUIDELINES:** In order to prevent personal injuries and also to prevent the potential for a serious fire to housing authority property, the following safety guidelines must be complied with at all times.

- **Never smoke while using oxygen.**
- Warn visitors not to smoke near you when you are using oxygen.
- Post at least one **OXYGEN IN USE/NO SMOKING** sign in a prominent place at the entrance to your home.
- Stay at least five feet from gas stoves, candles, lighted fireplaces and other heat sources.
- Keep oxygen cylinders and vessels in a well-ventilated area (not in closets, behind curtains, or other confined spaces). The small amount of oxygen gas that is continually vented from these units can accumulate in a confined space and become a fire hazard.
- Secure oxygen cylinders and vessels to fixed object or place in a stand.
- Oxygen cylinders and vessels must remain upright at all times. Never tip an oxygen cylinder or vessel on its side or try to roll it to a new location.
- Always operate oxygen cylinder or container valves slowly. Abrupt starting and stopping of oxygen flow may ignite any contaminant that might be in the system.
- Turn the cylinder valve off when not using your oxygen.
- Only use a properly grounded wall outlet for your oxygen concentrator.
- Do not use extension cords for your oxygen concentrator.
- Do not place the electrical cord or oxygen tubing under rugs or furniture.
- Do not use any flammable products like cleaning fluids, paint thinner, or aerosol sprays while using your oxygen.

- Keep all grease, oil and petroleum products (even small amounts) and flammable materials away from your oxygen equipment. Some organic materials can react violently with oxygen if ignited by a hot spark.
- Use water-based lubricants on your lips and hands. Don't use an oil-based product like petroleum jelly, petroleum based creams or lotions.
- Do not use bedding or clothes made of wool, nylon or synthetic fabrics as these materials have the tendency to produce static electricity. The use of cotton material bedding and clothes will avoid sparks from static electricity.
- Do not allow children or untrained individuals to handle or operate oxygen equipment.
- Always have your gas supplier's number handy.

**QUANTITY LIMITS:**

- Do not use individual compressed gas oxygen cylinders that exceed 250 cubic feet at normal temperature and pressure.
- Do not use liquid oxygen vessels that exceed 10 gallons.

**POLICY REVIEW:** Residents of the housing authority who violate the safety guidelines and quantity limits can be subject to eviction. This policy will be subject to review and modification.

## **APPENDIX S**

### **ST. CLAIR COUNTY HOUSING AUTHORITY'S (SCCHA'S) EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

#### **Emergency Transfers**

The **St. Clair County Housing Authority (SCCHA)** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> SCCHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of SCCHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SCCHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **SCCHA's Public Housing Program** is in compliance with VAWA.

#### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify SCCHA's Property Management Office and submit a written request for a transfer to the **Property Manager with a copy submitted to the Asset Management Director at SCCHA's Central Office located at 1790 South 74<sup>th</sup> St., Belleville, IL 62223**. SCCHA shall provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under SCCHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

SCCHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives SCCHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about SCCHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

SCCHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SCCHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred.



SCCHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If SCCHA has no safe and available units for which a tenant who needs an emergency is eligible, SCCHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, SCCHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

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

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

#### **Attachment: Local Assistance Organizations**

- Violence Prevention Center of Southwest Illinois – 618-236-2531
- Call for Help – 618-397-3076