SECTION 8 ADMINISTRATIVE PLAN

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Article I. General Provisions

Section 1.01 Program Objectives

The objectives of the Section 8 Housing Choice Voucher (HCV) Program, Moderate Rehabilitation Program, and Project-Based Voucher (PBV) Program (individually referred to as a "Program" and collectively referred to as "Programs") are to house income eligible families in safe, sanitary, and affordable housing within the operating jurisdiction ("Operating Jurisdiction") of the Housing Authority of Gloucester County (HAGC). Such housing shall be in accordance with the rules and regulations governing the Programs, the Department of Housing and Urban Development's (HUD) Section 8 Regulations, as well as all federal, state and local fair housing laws and regulations.

Section 1.02 Administrative Authority

This document serves as HAGC's operational handbook for the implementation of the Programs, functions as HAGC's Administrative Plan ("Plan") and complies with all of the requirements of 24 *C.F.R.* §982.54, *Administrative Plan*. The Plan's purpose is to provide guidance for the consistent application of the policies and procedures adopted by HAGC in its administration of the Programs.

Section 1.03 Extenuating Circumstances

The following conditions are recognized by HAGC as extenuating circumstances that may affect HAGC's administration of the Programs: domestic violence; a serious inspection violation; a catastrophe such as a fire, flood or other act of nature; a risk of violence against a household member as a reprisal for providing information to a law enforcement agency, or because of a household member's race, color, religion, sex, national origin, handicap, or familial status; or litigation. Further, on a case-by-case basis, HAGC may consider an exception to one of its standard policies if there is evidence of a sufficient extenuating circumstance not specifically identified above.

Section 1.04 File Maintenance

In order to demonstrate compliance with HUD and other pertinent regulations, HAGC will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and or assess HAGC operational procedures objectively and with accuracy and in accordance with Section 8 Management Assessment Program (SEMAP) requirements with internal supervisory audits. HAGC maintains an electronic file for each applicant, participant and owner. The electronic file shall be considered the official file. HAGC does not maintain paper files.

Section 1.05 Privacy Rights

Applicants and participants, including all adults in their households, are required to sign the HUD 9886-A Authorization for the Release of Information annually. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/HAGC will release family information. HAGC shall require additional authorizations not covered by the HUD 9886-A form as required for verifications. HAGC policy regarding release of information is in accordance with state and local laws that may restrict the release of family information. Failure to provide a signed HUD 9886-A to HAGC as required herein shall result in denial or termination of assistance.

Section 1.06 Social Networking Sites

As an organization, HAGC does not use any social networking sites, including but not limited to Snapchat, Facebook, X (formerly known as Twitter), and TikTok, or maintain or control any accounts related to such sites, to communicate with the general public regarding its programs and services. Any employee that discovers any activity on any social networking sites, or accounts related to such sites, in the name of HAGC, or a similar name creating the appearance of an official HAGC activity or account, shall immediately notify the Executive Director and IT Director.

Section 1.07 Attachments

A. HAGC Policies. HAGC policies are approved by the HAGC Board of Commissioners. HAGC policies that are attachments to this Plan are independent of this Plan subject to a separate approval process by the Board of Commissioners and may be revised or replaced by HAGC without revising this Plan. If HAGC revises or replaces any HAGC policy that is an attachment to this Plan, upon approval of such revised or replacement policy, the applicable attachment hereto shall be replaced with the approved, revised or replacement HAGC policy and shall be effective upon approval by the Board of Commissioners, and HUD if applicable, of the revised or replacement policy.

B. HAGC Forms. HAGC forms provide procedures for the effective and efficient implementation of this Plan and HAGC policies. HAGC forms do not require the approval of the Board of Commissioners. HAGC forms may at any time be attached or removed from this Plan, and references to such forms may be made in or removed from this Plan, without the approval of the Board of Commissioners, so long as such Plan revisions are limited to the reference of such forms where applicable in this Plan.

C. HUD Forms. HUD forms that are attachments to this Plan are independent of this Plan and may be revised or replaced by HUD without revising this Plan. If HUD revises or replaces any HUD forms that are attachments to this Plan, upon approval of such revised or replacement forms by HUD, the applicable attachment hereto shall be replaced with the approved, revised or replacement HUD form and shall be effective upon approval by HUD of the revised or replacement form. HUD forms may be used after the expiration date identified on the HUD form if no successor revised or replacement form has been approved by HUD.

Section 1.08 Housing Opportunity Through Modernization Act (HOTMA)

All provisions of the Housing Opportunity Through Modernization Act shall be fully implemented on a date to be determined by HUD.

Article II. Fair Housing & Equal Opportunity

Section 2.01 Non-Discrimination

HAGC shall administer the Programs to affirmatively further fair housing in accordance with the Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act, Violence Against Women Reauthorization Act of 2013 (VAWA), and The Age Discrimination Act of 1975.

HAGC is committed to administering the Programs to ensure that individuals and households are not discriminated against because of their race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, and marital status. HAGC will not use any of these factors to:

A. Deny any family the opportunity to apply for housing, or deny to any qualified applicant the opportunity to participate in housing;

B. Provide housing that is different from that provided to others;

C. Subject anyone to segregation or disparate treatment;

D. Restrict anyone's access to any benefit enjoyed by others in connection with the Programs;

E. Treat a person differently in determining eligibility or other requirements for admissions;

F. Steer an applicant or participant towards or away from a particular area;

G. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the Programs;

H. Discriminate in the provision of residential real estate transactions;

I. Discriminate against someone because they are related to or associated with a member of a protected class; or

J. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Section 2.02 Assistance for Families Claiming Unlawful Discrimination

If an applicant or participant believes that any family member has been discriminated against by HAGC or an owner, the family should advise HAGC. HUD requires HAGC to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, HAGC is required to provide the applicant or

participant with information about how to file a discrimination complaint. The Fair Housing Act prohibits discrimination in housing because of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, and marital status. People who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity (FHEO) at (800) 669-9777 (voice) or (800) 877-8339 (TTY). Housing discrimination complaints may also be filed online by going to www.hud.gov/fairhousing, or by completing FHEO's HUD-903.1 Form and submitting the completed form by email to ComplaintsOffice02@hud.gov or regular mail to New York Regional Office of FHEO, U.S. Department of Housing and Urban Development, 26 Federal Plaza, New York, NY 10278. Persons who have alleged discrimination on the basis of the Fair Housing Amendment Act of 1988, Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964 or Executive Order 11063, will have their case administered by the Intake Supervisor (if it is a new admission) or the Section 8 Supervisor (if it is a Program participant) to personally assist the family in finding a suitable unit and to prevent any repeated discrimination against the family. If consistent with the requirements of the Program, the Intake Supervisor or Section 8 Supervisor, as appropriate, shall provide vacancy listings so that the applicant/participant may contact the apartment managers with vacant units to arrange appointments for the family to inspect such units. Assistance will also be provided in the exercise of the person's rights, including providing information on how to fill out and file a housing discrimination complaint. HAGC will keep a record of all complaints, investigations, notices, and corrective actions.

Section 2.03 Reasonable Accommodations Policy

HAGC is committed to ensuring that the policies and procedures of its Programs and services do not deny individuals with disabilities the opportunity to participate in, or benefit from, those Programs and services. HAGC is also committed to ensuring that its policies and procedures do not otherwise discriminate, on the basis of disability, in connection with the operation of those Programs and services. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from one of HAGC's Programs and services. This policy, as contained in this Section, will be provided during the Tenant Briefing Program.

A. Definitions

An individual with a disability or handicap, as defined by the Fair Housing Act, is an individual who has 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 an impairment. As used in this definition, the phrase "physical or mental impairment" includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 *C.F.R.* §100.201.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. 24 *C.F.R.* §100.201.

The definition of disability does not include current users of illegal controlled substances, individuals whose alcohol use interferes with the rights of others, an individual with any disability whose tenancy poses a direct threat to the health or safety of others unless that threat can be controlled with a reasonable accommodation, Juvenile offenders and sex offenders by virtue of that status are not individuals with disabilities protected by the Fair Housing Act.

B. Requesting a Reasonable Accommodation

An individual with a disability may request a reasonable accommodation from HAGC at any time. The individual, or another person identified by the individual, should request a reasonable accommodation(s) by submitting a completed HAGC Reasonable Accommodation Request Form to HAGC's Reasonable Accommodation Coordinator. The individual must explain what type of accommodation is needed to provide the individual with the disability full access to HAGC's Programs and services. Reasonable accommodation methods or actions that may be appropriate for a particular Program/service and individual may be found to be inappropriate for another Program/service or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual as well as the applicable law (see Subsection D below).

C. Verification of Reasonable Accommodation Request

Before providing an accommodation, HAGC must determine that the individual meets the definition of an individual with a ***disability,*** and that the individual needs the specific accommodation due to their disability and the accommodation is required for the individual to have equal access to HAGC's Programs and services.

HAGC will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Licensed Health Care Professional. A Licensed Health Care Professional is a licensed physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse. HAGC must request only information that is necessary to evaluate the disability-related need for the accommodation. HAGC will not inquire about the nature or extent of any disability. In the

event that HAGC does receive confidential information about an individual's specific diagnosis, treatment, or the nature or severity of the disability, HAGC will properly dispose of or redact such personal health information.

In addition, HAGC may request that the individual, or the individual's Licensed Health Care Professional, provide suggested reasonable accommodations. If an individual's disability is obvious, or otherwise known to HAGC, and if the need for the requested accommodation is also readily apparent or known, no further verification of the disability will be required.

D. Denial of Request for Reasonable Accommodation

HAGC can deny a request for a reasonable accommodation if: (1) the request was not made by or on behalf of an individual with a disability; (2) there is no disability-related need for the accommodation; or (3) the third-party verification is rejected by the Reasonable Accommodation Coordinator as unreliable. Further, a requested accommodation can be denied if one of the following would occur as a result: a violation of state and/or federal law; a fundamental alteration in the nature of a Program; or an undue financial and administrative burden on HAGC. All denials will be reduced in writing and will identify the reason for the denial. In the event the requested accommodation is denied, HAGC will consider whether there is an alternative accommodation that would effectively address the individual's disability-related need without violating a state and/or federal law, a fundamental alteration of a Program and without imposing an undue burden.

Section 2.04 Access to Services for Persons with Limited English Proficiency

HAGC will take affirmative steps to communicate with people who need services or information in languages other than English. These persons are referred to as persons with Limited English Proficiency (LEP). An LEP person is defined as a person who does not speak English as their primary language and who have limited ability to read, write or understand English. HAGC's goal is to ensure meaningful access by the LEP person to critical services while not imposing undue burdens on HAGC. In order to determine the level of access needed by LEP persons, HAGC will act in accordance with HAGC's Language Assistance Plan and balance the following four (4) factors. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on HAGC.

A. The number or proportion of LEP persons eligible to be served or likely to be encountered by a Program;

B. The frequency with which LEP persons come into contact with such Program;

C. The nature and importance of the activity or service provided by such Program to people's lives; and

D. The resources available to HAGC and costs.

Article III. Program Eligibility

HAGC will take the necessary steps to ensure that every individual and family admitted to a Program meets all related Program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to such Program. The family must provide any information needed by HAGC to confirm eligibility and determine the level of the family's assistance. To be eligible for a Program the applicant family must:

A. Qualify as a family as defined by HUD and HAGC.

B. Have income at or below HUD-specified income limits.

C. Qualify on the basis of citizenship or the eligible immigrant status of family members.

D. Contain at least one family member who is either a U.S. citizen or has eligible immigration status.

E. Provide social security numbers for all family members in compliance with HUD's Rent Reform Notice effective January 2010, unless the family member is sixty-two (62) or older as of January 2010 and already under a Program.

F. HAGC shall require social security numbers for all family members regardless of age in compliance with the federally mandated criminal record requirements for all adult family members.

G. Consent to HAGC's collection and use of family information as provided for in HAGC-provided consent forms.

H. Be represented by a head of household who is eighteen (18) or older or an emancipated youth at the time of application submission.

I. Be eligible for assistance in accordance with the restrictions on assistance to students enrolled in an institution of higher education (24 *C.F.R.* §5.612).

J. HAGC must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or HAGC. Reasons for denial of admission are addressed in this Plan. These reasons for denial constitute additional admission criteria.

K. Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for eligibility processing for issuance of a voucher.

Section 3.01 Definitions

Any term not defined below shall have the meaning ascribed to it in accordance with 24 CFR 5.100, 5.403, and 5.603.

A. Act: The Housing Act of 1937.

B. C.F.R.: Code of Federal Regulations.

C. Dependent: A dependent is a family member who is under eighteen (18) years of age or a person of any age who is a person with a disability or an FTS, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income. Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or participant family fifty-one percent (51%) or more of the time. When more than one applicant or assisted family (regardless of Program) are claiming the same dependent(s) as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependent(s). If there is a dispute about which family should claim the dependent(s), HAGC will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the dependent(s) for income tax purposes.

D. Disabled Family: A disabled family is a family whose head, co-head, spouse or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

E. Displaced Family: A displaced family is a family in which each member, or whose sole member, is a person displaced by government 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.

F. Elderly Family: An elderly family is a family whose head, co-head, spouse, or sole member is at least sixty-two (62) years of age. It may include two or more persons who are at least sixty-two (62) years of age living together, or one or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.

G. Family: Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be:

(a) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(b) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

2. A group of persons residing together, and such group includes, but is not limited to:

   (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

   (b) An elderly family;

   (c) A near-elderly family;

   (d) A disabled family;

   (e) A displaced family; and

   (f) The remaining member of a tenant family.

H. Family Share: Family share shall mean the portion of rent and utilities paid by the family. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent. HAGC may not use the housing assistance payment or other Program funds (including the administrative fee reserve funds) to pay any part of the family share. Payment of the family share is the responsibility of the family.

I. Full-Time Student (FTS): An FTS is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be deemed an FTS is defined by the educational institution.

J. HAP contract(s): Housing Assistance Payments Contract(s).

K. Head of Household: Head of household means the adult member of the family who is considered the head for the purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under a Program, alone or in conjunction with the co-head or spouse. The head of household must have the legal capacity to enter into a lease under state and local law. The family may designate any qualified family member as the head of household.

L. Household: Household is the broader term that includes additional people, who with the permission of HAGC live in the assisted unit, such as live-in aides, foster children and foster adults.

M. Near-elderly family: A near-elderly family is a family whose head, co-head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62), living with one or more live-in aides.

N. Operating Jurisdiction: The following Gloucester County communities participating in the Programs: Clayton (Boro.), Deptford (Twp.), East Greenwich (Twp.), Elk (Twp.), Franklin (Twp), Glassboro (Boro.), Greenwich (Twp.), Harrison (Twp.), Logan (Twp.), Mantua (Twp.), Monroe (Twp.), National Park (Boro.), Paulsboro (Boro.), Swedesboro (Boro.), Washington (Twp.), West Deptford (Twp.), Westville (Boro.), Woodbury (City), Woodbury Heights (Boro.) and Woolwich (Twp.). For purposes of determining if an assisted unit is located in a participating community, HAGC may utilize either the zip code of the postal address of the assisted unit or the zip code for the taxing district where the assisted unit is located.

O. Other Adult: Other adult means a family member, other than the head, spouse or co-head who is eighteen (18) years of age or older. Foster adults and live-in aides are not considered other adults.

P. Person with disabilities.

1. Means a person who:

(a) Has a disability as defined in 42 *U.S.C.* 423 regarding disability insurance benefit payments;

(b) Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:

(i) Is expected to be of long-continued and indefinite duration;

(ii) Substantially impedes such person's ability to live independently; and

(iii) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

(c) Has a developmental disability as defined in 42 *U.S.C.* 6001 regarding programs for individuals with developmental disabilities.

2. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

3. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

4. Means "individual with handicaps", as defined in 24 *C.F.R.* §8, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Q. PHA: Public Housing Authority.

R. Plan: HAGC's Section 8 Administrative Plan.

S. Programs: HAGC's HCV Program, Moderate Rehabilitation Program, Project-Based Voucher Program, HUD-Veterans Affairs Supportive Housing (HUD-VASH) Program and Mainstream Voucher Program. Each of the Programs may be individually referred to herein as a "Program".

T. Spouse and Co-Head: a family may have a spouse or co-head but not both. Spouse means the marriage partner of the head of household. A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all its responsibilities under a Program, but who is not a spouse. A family can have only one co-head.

Section 3.02 Pre-Applications

HAGC will receive and process pre-applications in a way that treats all applicants fairly and consistently. All applicants will have the opportunity to apply for any applicable Programs administered by HAGC. At the discretion of the Executive Director, HAGC will only accept complete pre-applications for assistance on an as needed basis. The Executive Director will review the waiting lists and determine whether pre-applications will be accepted and the length of time to accept pre-applications. Pre-applications will only be accepted by mail at:

The Housing Authority of Gloucester County
Tenant Processing Center - Main Office
100 Pop Moylan Blvd.
Deptford, New Jersey 08096

OR

Online at http://www.hagc.org

Pre-applications for the HUD-Veterans Affairs Supportive Housing Program only may also be accepted via email from the U.S. Department of Veterans Affairs (VA).

Completeness: HAGC will only accept complete pre-applications for processing as provided herein. To be deemed complete, pre-applications must contain sufficient information for HAGC to make preliminary determinations of eligibility and state/local preference status. HAGC shall provide public notice when opening a waiting list stating where and when to apply. Such public notice shall also identify what information or forms must be submitted for the pre-application to be deemed complete for processing. Incomplete pre-applications will not be accepted by HAGC for processing. Applicant families failing to submit a complete pre-application shall not be entitled to an informal review under HAGC's Grievance policy.

Eligibility for Placement on Waiting List: After the pre-application is deemed complete, HAGC shall determine if the applicant family is eligible for placement on the waiting list. If an applicant family is deemed eligible, the head of the applicant family on the pre-application will be assigned a confirmation number and placed on the appropriate waiting list(s). If the information on the

pre-application shows the applicant to be obviously ineligible, the denial letter will state the reasons for the determination of ineligibility and, the applicant family's right to an informal review and how to request such review.

HAGC will take steps to ensure that the pre-application process is accessible to those people who might have difficulty complying with the normal, standard application process. This may include people with disabilities or LEP persons. HAGC will consider requests for Reasonable Accommodations for individuals with disabilities and reasonable steps to ensure equal access for LEP persons.

Section 3.03 Organization of Waiting List

All eligible applicants will be placed on the waiting lists based on the date and time the application was received. There will be one waiting list maintained for the Section 8 HCV Program, one for the Moderate Rehabilitation Program and one for the Project-Based Voucher Program. The waiting lists will be assembled in sequential order with the applicant's name, family unit size, date and time of application receipt, annual income, qualifications for any local preference, and racial or ethnic designation of the head of household noted. The Moderate Rehabilitation Program and Project-Based Voucher Program waiting list represents different bedroom sizes, as these Programs are unit based.

Section 3.04 Opening and Closing of Waiting Lists

The waiting lists will be opened or closed at the discretion of the Executive Director considering the available funding, length of the waiting lists, and whether the waiting list includes a sufficient number of extremely low-income families. See attached Equal Housing Opportunity and Affirmatively Furthering Fair Housing Policy for HAGC's practice on encouraging full participation of the public when the waiting lists are opened. When the Executive Director determines that the waiting lists contain an adequate pool for use of available Program funding, HAGC may stop accepting new applications and close the waiting lists.

Section 3.05 Notification of Selection from Waiting Lists

Families selected from the waiting lists will be notified of their selection by a written communication, the method of which is selected by the family in the application ("Housing Eligibility Interview Letter"). The Housing Eligibility Interview Letter will inform the family of how to proceed with scheduling an interview ("Housing Eligibility Interview"), that the Housing Eligibility Interview will be conducted by phone, and when, what and how documents are to be supplied to HAGC in order to proceed to a Housing Eligibility Interview. Failure to provide all documents required by the Housing Eligibility Interview Letter and attached Housing Eligibility Document Checklist may result in Housing Eligibility Interview cancellation, denial of assistance, and/or removal from the waiting lists. In accordance with the Housing Eligibility Interview Letter, families must respond to HAGC within fourteen (14) calendar days of the date of the Housing Eligibility Interview Letter to schedule a Housing Eligibility Interview. If the Housing Eligibility Interview Letter is returned to HAGC with no forwarding address, the family will be removed

from the waiting lists and a notice of denial of assistance will be sent to the family's address of record.

Section 3.06 Reporting Changes in Family Circumstance While on a Waiting List

While the family is on the waiting list, the family must report in writing to HAGC changes in family size or composition, preference status, contact information, including current residence, mailing address, income and phone number. All changes must be reported in writing within fourteen (14) days.

Section 3.07 Preferences

Information provided to HAGC in support of a preference must be verified by HAGC pursuant to Section 7.06 of this Plan. Preferences shall be verified during the pre-application process, except for the residency preference which shall be verified at the time of application. Newly adopted and implemented preferences shall not be applied retroactively to previously filed and waitlisted applications. For a waitlisted applicant to receive preference points for a new preference that was adopted after the filed application, such waitlisted applicants are required to amend their previously filed application. Applicable preference points will be applied from the date of the amended application.

A. State Preferences

1. Veterans and Surviving Spouses Preference (*N.J.A.C.* 5:40-2.2)

   For existing projects or housing vouchers administered by HAGC, where an open waiting list for housing units exists, or where such a list is opened or reopened in the future to accept additional applications, a preference must be created for veterans and surviving spouses. For future housing projects or housing vouchers undertaken by HAGC, a housing preference must be created for veterans and surviving spouses. These preferences shall take priority over all other preferences. Within the preference for veterans and surviving spouses, HAGC shall provide a priority to applicants in the following order:

   (a) Veterans who are both homeless and disabled (eligible applicants will be awarded seventy-five (75) preference points);

   (b) Homeless veterans (eligible applicants will be awarded fifty (50) preference points); and

   (c) Disabled veterans. The preference for disabled veterans shall include family members who are the primary residential caregivers to such veterans and who are residing with them (eligible applicants will be awarded twenty-five (25) preference points).

Veterans and surviving spouses must meet all eligibility criteria for a housing project or housing voucher. Veteran and surviving spouses must possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than "dishonorable".

B. HAGC Established Local Preferences

HAGC has established a system of local preferences for the selection of families admitted to the Program. The preferences affect the order of applicants on the waiting list but do not make anyone eligible who was not otherwise eligible.

1. Veterans and Surviving Spouses Preference

A veteran's preference will be given to non-homeless, nondisabled veterans and surviving spouses who reside in New Jersey. Such veteran and surviving spouses must possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than "dishonorable". Eligible applicants will be awarded ten (10) preference points.

2. Residency Preference

(a) Eligibility for Residency Preference

A residency preference will be given to applicants whose head, co-head, or spouse are residents of, or are working or hired to work in, the Operating Jurisdiction.

(i) An applicant who is a resident of or works in the Operating Jurisdiction on the day their application is received by HAGC will be eligible for the residency preference. If the applicant no longer resides or works in the Operating Jurisdiction at the time of eligibility determination, such applicant retains the residency preference effective the date the application was received by HAGC.

(ii) An applicant who is homeless will receive a residency preference if such applicant can document to the satisfaction of HAGC that such applicant resided or worked in the Operating Jurisdiction immediately prior to becoming homeless.

(iii) Applicants who have been notified that they are hired to work in the Operating Jurisdiction are treated as residents of the Operating Jurisdiction.

(iv) An applicant who resides and works outside the Operating Jurisdiction on the day their application is received will be entitled to the residency preference if such applicant notifies HAGC in writing that such applicant moved into or began working in the Operating Jurisdiction. The applicant must, at the time of eligibility determination, live or work within the Operating Jurisdiction.

Eligible applicants will be awarded one (1) preference point.

(b) Verification of Residency Preference

To be entitled to a residency preference, applicants must submit at the time of application objective, third party documentation of their residence or employment. All documents received to verify a residency preference must be dated and current. To be considered "current" a document must not be dated more than sixty (60) days before the date of the application. All certifications from a third party (including facsimile transmissions) must be on the agency's letterhead, dated and signed by the appropriate representative of the agency. See Section 7.06 of this Plan for documents which are acceptable forms of proof of residency.

(c) Glassboro/Woolwich Township/Franklin Township Residents

Pre-applications received for Glassboro residents registered prior to 3/25/09, Woolwich Township residents registered prior to 12/21/10, and Franklin Township residents registered prior to 8/1/16 will obtain a residency preference if the client re-registers. A letter indicating that HAGC is updating information with the new date and time with a residency preference will be mailed to the client. The new application date and time with a residency preference will be used in order to benefit the client. Clients updating information that are still residing in Franklin (Twp.), Glassboro (Boro.) or Woolwich (Twp.) and are working within the Operating Jurisdiction other than Franklin (Twp.), Glassboro (Boro.) or Woolwich (Twp.) will receive a residency preference, regardless of their application date. Clients updating information that do not live in Franklin (Twp.), Glassboro (Boro.) or Woolwich (Twp.), do not have a residency preference and notify HAGC that they are now living and/or working in Franklin (Twp.), Glassboro (Boro.), Woolwich (Twp.) or any other area within the Operating Jurisdiction will obtain a residency preference.

3. Mainstream Voucher Preference

The mainstream voucher preference is for the Mainstream Voucher Program that serves clients who are non-elderly persons with disabilities who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless. A non-elderly person with disabilities is a person eighteen (18) years of age or older and less than sixty-two (62) years of age, and who:

(a) Has a disability, as defined in 42 *U.S.C.* 423;

(b) Is determined, pursuant to HUD Regulations, to have a physical or mental, or emotional impairment that:

(i) Is expected to be of long continued and definite duration;

(ii) Substantially impeded such person's ability to live independently; and

(iii) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

(c) Has a developmental disability as defined in 42 *U.S.C.* 6001.

The eligible household member does not need to be the head of household. HAGC will require documentation proving disability in accordance with the above definition and eligibility for the Mainstream Voucher Program at the time of application. Proof of preference eligibility must be by way of a certification from a third-party agency with knowledge of the applicant's eligibility. Eligible applicants will be awarded five (5) preference points.

4. Lease In Place Preference

Any household renting in a non-relative owned, NSPIRE (National Standards for the Physical Inspection of Real Estate) compliant unit located in the Operating Jurisdiction will receive preference if such household leases in place into the Program. A Participant shall remain in such unit for a minimum of one year. To be eligible for such preference, an applicant must obtain a certification from their current landlord certifying that the applicant can remain in the unit for a minimum of one year from the date the voucher is issued. Eligible applicants will be awarded three (3) preference points.

5. Homeless Preference

A homeless preference will be given to homeless applicants referred to HAGC by the Gloucester County Division of Social Services (GCDSS). Homeless is defined to include the following categories:

(a) Individuals who lack resources and support networks to obtain permanent housing.

(b) Individuals living in a place not meant for human habitation, in an emergency shelter, in transitional housing, or exiting an institution where such individual temporarily resided.

(c) Individuals at imminent risk of homelessness.

(d) Individuals fleeing or attempting to flee domestic violence.

Eligible applicants will be awarded one (1) preference point.

6. Scattered Site Public Housing Disposition Displacement Preference

Any 204-1 Scattered Site Public Housing household displaced by HAGC's disposition of such scattered sites as of the date of approval by HUD of HAGC's disposition plan

will receive preference. Eligible applicants will be awarded twenty (20) preference points.

7. Special Needs Preference

   Any current participant, or a former graduate, of the Rowan College of South Jersey (RCSJ) Adult Center for Transition (ACT) or Schools for Neurodiversity at Gloucester County Special Services School District will receive a preference. To be eligible for such preference, an applicant must obtain a certification from the RCSJ Special Services Department certifying that the applicant is a current participant, or former graduate, of the above identified programs. To obtain the required certification, please contact the RCSJ Special Services Department at RSCD@rcsj.edu. Eligible applicants will be awarded fifteen (15) preference points.

Section 3.08 Targeted Housing Choice Vouchers

Certain families may qualify for Targeted Housing Choice Vouchers. HAGC will designate qualified families for targeted purposes as such. These Targeted Housing Choice Vouchers shall not be based on the identity or location of the housing unless approved by HUD. The Housing Choice Vouchers so allocated shall include, but are not limited to, such targeted cases as:

A. Applicants certified as living in transitional housing.

B. Applicants certified as living in housing that is not affordable, according to GCDSS.

C. Applicants certified as receiving temporary rental assistance or who are certified as eminently homeless by GCDSS.

D. Applicants verified as homeless in accordance with Section 7.06 of this Plan.

E. Applicants certified as having graduated from group residence.

F. Applicants who are disabled and under the age of sixty-two (62) years; Applicants who are disabled and under the age of sixty-two (62) years and have been denied public housing due to HAGC's designated housing plan approved by HUD.

G. Families displaced because of demolition or disposition of a public housing project.

H. Families residing in HUD-owned multifamily rental housing project when HUD sells, forecloses, or demolishes the project.

I. Applicants certified as United States Veterans, to assist United States Veterans who possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from services is other than "dishonorable" and their surviving spouses. Including family members who are the primary residential caregivers to such veterans and who are residing with them.

J. Applicants certified as a Victim of domestic violence.

Section 3.09 HUD - Veterans Affairs Supportive Housing (VASH) Vouchers

HAGC administers HUD-VASH Vouchers for homeless veterans referred from the Corporal Michael J. Crescenz VA Medical Center in Philadelphia, PA. The local Veterans Affairs Medical Center, the Corporal Michael J. Crescenz VA Medical Center, is responsible for referring eligible homeless veterans to HAGC. All determinations regarding a veteran's homeless statues are made by the VA Medical Center. After the VA Medical Center refers a homeless veteran to HAGC, HAGC will determine income eligibility and screen for lifetime sex offender registrants.

Section 3.10 Continuously Assisted Families

A family is considered "continuously assisted" under the Act if the family is already receiving assistance under any Act Program when the family is admitted to the HCV Program. For purposes of income eligibility, a family will be considered "continuously assisted" upon admission into the HCV Program only when there is a break of no more than sixty (60) calendar days between participation in the assisted Programs.

Section 3.11 Family Consent to Release of Information

HUD requires each adult family member and the head of household, spouse, or co-head regardless of age, to sign HUD's consent form, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. HAGC must deny admissions to the Programs if any member of the applicant family fails to sign and submit required consent forms. Unless otherwise excepted as required by law, spouses that do not/will not reside in the assisted unit shall submit a completed HAGC consent form, Spousal Authorization for Release of Information.

Section 3.12 Citizenship Status

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals, or noncitizens that have eligible immigration status. At least one family member must be a citizen, national or noncitizen with eligible immigration status in order for the family to qualify for assistance. Applicants must meet the documentation requirements of citizenship or eligible immigration status. Persons claiming citizenship are required to provide verification of citizenship through United States passport; Resident alien card; Registration card; Social Security card; or other appropriate documentation. Persons claiming eligible immigration status must present appropriate immigration documents which are verified by HAGC through Immigrations and Naturalization Service. Non-citizens claiming eligible immigration status must provide all of the following evidence: The signed declaration of eligible immigration status; one of the INS documents specified in the attached Non-Citizen Rule Summary of Documentation Requirements prepared by HUD; A signed verification consent form describing transmission and use of the information obtained. Providing housing assistance to noncitizen students is prohibited. All

applicant families will be notified of the requirement to submit evidence of their citizenship status when they apply.

Section 3.13 Social Security Numbers

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. However, if a child under the age of six (6) years was added to the assistance applicant household within the six (6) month period prior to the household's date of voucher issuance, the assistance applicant may become a participant, so long as the social security documentation is provided to HAGC within ninety (90) calendar days from the date of the HAP contract. HAGC will grant an extension of one additional ninety (90) day period if it determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant.

HAGC must deny assistance and/or terminate assistance for a family if the regulatory requirements for SSN disclosure and documentation are not met or if the family submits falsified SSN documentation.

Section 3.14 College Students Enrolled in Institutions of Higher Education

If a student enrolled at an institution of higher education is under the age of twenty-four (24), is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from the student's parents in accordance with HAGC's policy, the income of the student's parents will not be considered in determining the student's eligibility. An Institution of Higher Education shall have the meaning as defined in the Higher Education Act of 1965 in 20 *U.S.C.* 1001 and 1002.

HAGC will consider a student "independent" from the student's parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met: The individual is of legal contract age under state law. The individual has established a household separate from the individual's parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student. To be considered an independent student according to the U.S. Department of Education, a student must meet one or more of the following criteria:

A. Be at least twenty-four (24) years old by December 31 of the award year for which aid is sought;

B. Be an orphan or a ward of the court through the age of eighteen (18);

C. Be a veteran of the U.S. Armed Forces;

D. Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);

E. Be a graduate or professional student;

F. Be married;

G. The individual was not claimed as a dependent by individual's parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms;

H. The individual provides a certification of the amount of financial assistance that will be provided by individual's parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is provided;

I. The individual is classified as a Vulnerable Youth, meeting HUD's definition of Vulnerable Youth; or

J. The individual is a student for whom a financial aid administrator makes a document determination of independence by reason of other unusual circumstances.

Section 3.15 Screening for Drug Abuse and Other Criminal Activity

A. HAGC will obtain criminal conviction records from law enforcement agencies to screen applicants for Program admissions. HAGC will request applicant families to submit a consent form signed by each adult household member for the release of criminal conviction records. HAGC must impose permanent bans, on the following two (2) classes of applicants:

1. applicants who have been convicted of manufacturing methamphetamine on federally assisted property; and

2. applicants who are required to register as sex offenders for life in any state. HAGC is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located as well as any other state where the household member resided. HAGC will use the Dru Sjodin National Sex Offender database and any other state sex offender database to screen applicants. HAGC will also ask whether the applicant or any member of the applicant's household is subject to a lifetime registration requirement in any state.

If HAGC proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, HAGC will notify the household of the proposed action and will provide the subject of the record, a copy of the record and an opportunity to dispute the accuracy and relevance of the information.

B. HAGC will also determine whether an applicant has ever been evicted from federally assisted housing for drug-related criminal activity. If such an eviction took place in the past three (3) years, the applicant must be denied unless the applicant can show either:

   1. The applicant has successfully completed drug rehabilitation; or

   2. The circumstances that led to the prior eviction no longer exist (e.g., the death or incarceration of the person who committed the drug-related criminal activity).

   If, however, the eviction took place more than three (3) years prior to the application, HAGC has the discretion to admit the applicant.

C. Applicants who currently use illegal drugs or abuse alcohol are also prohibited. HAGC must deny admission where HAGC has reasonable cause to believe that a household member's (1) illegal use of a controlled substance, (2) abuse of alcohol, or (3) pattern of illegal use of controlled substance or alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

D. See HAGC's "One Strike and You're Out" Policy for a complete list of all prohibited activity resulting in a denial of assistance or termination of household and HAGC's policy and procedures governing denials/terminations on the basis of drug-related and other criminal activity.

Article IV. Income Eligibility

Section 4.01 Income Criteria

HUD establishes income limits and publishes them annually. The limits are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the Programs and for income targeting purposes.

Income Definitions:

A. Extremely Low-Income Family: A family whose annual income does not exceed the higher of:

   1. The poverty guidelines established by the U.S. Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or

   2. Thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty percent (30%) of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

B. Very Low-Income Family: A family with an anticipated annual income that does not exceed fifty percent (50%) of median income.

C. Low Income Family: A family with an anticipated annual income does not exceed eighty percent (80%) of median income.

Section 4.02 Income Limit

A. HCV Program. At least seventy-five percent (75%) of the families who are admitted to the HCV Program during HAGC's fiscal year must be extremely low-income. Income limits are determined by HUD.

B. Moderate Rehabilitation Program. Not less than forty percent (40%) of new families admitted into the Program must be extremely low income. In order to achieve the income targeting requirement of forty percent (40%) of new admissions, families with incomes greater than thirty percent (30%) of the area median income will be temporarily skipped on the waiting list. Once at least forty percent (40%) of the new admissions into each project have incomes at or below thirty percent (30%) of the area median income, the families that had been temporarily skipped may be admitted in accordance with the following limitations. Since all of the HAGC's Moderate Rehabilitation projects were established after 1981, the anticipated annual income of not more than fifteen percent (15%) of the new families admitted must not exceed eighty percent (80%) of the area median income (low income) other than very low-income families. The number of families selected from the group that had been temporarily skipped will vary in order to be in

compliance with the requirements that at least forty percent (40%) of the new admissions must have incomes at or below thirty percent (30%) of the area median income, no more than fifteen percent (15%) are at or below eighty percent (80%), and the remaining new admissions have incomes at or below fifty percent (50%) of the area median income (very low income).

Section 4.03 Income Targeting

The annual gross income of the applicant family is used for income-targeting purposes. HAGC will regularly monitor the income levels of its waiting list applicants and new admissions in order to be sure that it will meet its income-targeting requirement by the end of its fiscal year. Certain families, including those that are "continuously assisted" and families admitted that were displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined by HUD, are not subject to income targeting requirements and shall not be included in the calculation of meeting the income targeting percentage. HAGC may skip non-extremely low-income families on the waiting list to ensure the income targeting requirements are met.

Section 4.04 Calculating Income

HUD regulations specify the sources of income to include and exclude to calculate a family's annual income. Annual income is determined by calculating a family's anticipated total gross income minus allowable exclusions pursuant to 24 CFR 5.609(b).

A. Annual Income: For the purpose of determining eligibility, annual income means all amounts, monetary or not:

1. Which go to or on behalf of the family head or spouse or any other family member;

2. That are anticipated to be received from a source outside the family during the twelve (12) month period following admission or the annual reexamination effective date; and

3. Which are not specifically excluded by federal regulations.

Annual income also includes amounts derived from assets to which any family member has access. In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. HAGC will comply with HUD regulations and policies in calculating income from various sources.

B. Alimony and Child Support: Alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, HAGC must use the amount awarded by the court unless the family can verify that they are not receiving the full amount or have not received it for sixty (60) consecutive days. HAGC will accept as verification that the family is receiving an amount less than the award if:

1. HAGC receives verification from the agency responsible for the enforcement of collection; or

2. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

Direct pay child support arrangements must be verified and accompanied with proof of the current address of the payer. HAGC may require a court enforced order if HAGC is not able to verify the direct pay arrangement.

C. Verifying income: HAGC shall utilize the following verification hierarchy and techniques to verify income in accordance with HUD Notice PIH 2017-12 and any subsequent guidance issued by HUD:

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	**Highest** (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	**Highest** (Optional)
4	Written Third Party Verification	**High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third Party Verification Form	**Medium-Low** (Mandatory if written third party verification documents are not available or rejected by HAGC; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third Party Verification	**Low** (Mandatory if written third party verification is not available)
1	Tenant Declaration	**Low** (Use as a last resort when unable to obtain any type of third party verification)

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, HAGC may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, HAGC is required to document in the family file the reason(s) why third party verification was not available.

D. Zero Income: For those cases where the family reports zero income, HAGC will require the family to periodically (usually every three (3) months) report the current income and provide an explanation as to how the family is paying for household needs by completing a Zero Income Checklist. The family must submit all proof of income and expenses as required by the Zero Income Checklist.

E. De Minimis Errors: HAGC will not be considered out of compliance with income calculation requirements solely due to de minimis errors in calculating family income but is still obligated to correct errors once HAGC becomes aware of the errors. A de minimis error is an error where HAGC's determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income ($360 in annual adjusted income) per family. HAGC must take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of an error (including a de minimis error) in the income determination. Families will not be required to repay HAGC in instances where HAGC has miscalculated income resulting in a family being undercharged for rent or family share.

Section 4.05 Deductions

A. Dependent Deduction. A deduction of $480 is taken for each dependent. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of eighteen (18) or who is eighteen (18) or older and is a person with disabilities or an FTS. Foster children, foster adults, and live-in aides are never considered dependents.

B. Elderly or Disabled Family Deduction. A single deduction of $400 is taken for any elderly or disabled family.

C. Medical Expense Deduction. Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent (3%) of annual income. The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least sixty-two (62) or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted. HUD regulations define medical expenses at 24 *C.F.R.* §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." The most current IRS Publication 502, *Medical and Dental Expenses*, will be used to determine the costs that qualify as medical expenses.

D. Disability Expense Deduction. 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 eighteen (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 (3%) of annual income; and

4. Do not exceed the earned income received by the family member who is enabled to work.

The disability expense deduction is capped by the amount of "earned income received by family members who are eighteen (18) years of age or older and who are able to work" because of the expense (24 *C.F.R.* §5.611(a)(3)(ii)). The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied**.**

E. Child Care Expense Deduction. HUD defines childcare expenses at 24 *C.F.R.* §5.603(b) as follows:

Amounts anticipated to be paid by the family for the care of children under thirteen (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 the family member's education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the childcare expense being allowed by HAGC. If the childcare expense being claimed is to enable a family member to further the family member's education, the family member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be an FTS, but the time spent on educational activities must be commensurate with the childcare claimed. If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that childcare is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated. The type of care to be provided is determined by the assisted family. HAGC may not refuse to give a family the childcare expense deduction because there is an adult family member in the household that may be available to provide childcare.

Article V. Denial of Assistance

If an applicant family does not meet the eligibility criteria as discussed in this Plan, the family must be denied assistance. Additional grounds for mandatory and discretionary denial of assistance by HAGC are discussed below. Denial of assistance to an applicant may include any or all of the following: denying listing on the waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures. HAGC will not make any denial based on a family's membership in a protected class. In determining grounds for denial of assistance, HAGC will utilize a Preponderance of the Evidence Standard. "Preponderance of the Evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, and that is evidence which as a whole shows that the facts sought to be proved is more probable than not. HAGC is authorized to consider all relevant circumstances in deciding whether to deny assistance based on a family's past history, except in situations for which denial of assistance is mandatory. HAGC will consider the following facts and circumstances prior to making its decision: the seriousness of the case; the extent of participation or culpability of individual members; mitigating circumstances related to the disability of a family member; and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

Section 5.01 Mandatory Denial of Assistance

HAGC must deny assistance under the Programs if:

A. Any household member has been evicted from federally assisted housing for drug-related criminal activity in the last three (3) years. A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement was required. However, HAGC may admit the family if it is determined that such household member has successfully completed an HAGC approved, supervised drug rehabilitation program or the circumstances leading to the eviction no longer exist.

B. HAGC determines that any household member is currently engaged in illegal use of a drug. HAGC defines currently engaged to mean the use of illegal drugs during the previous six (6) months.

C. HAGC determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. In determining reasonable cause, HAGC will consider all credible evidence, including but not limited to, records of conviction, treatment providers, community-based organizations and eviction records.

D. Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

E. Any member of the household is subject to a lifetime state sex offender registration program requirement. Applicant families will have the opportunity to remove the individual from the household.

F. The SSN disclosure requirements are not met.

G. Any family member fails to sign and submit required consent forms for obtaining information.

H. No family member establishes citizenship or eligible immigration status.

I. Any family member fails to meet the eligibility requirement concerning individuals enrolled at an institution of higher education.

J. The family does not provide information that HAGC or HUD determines necessary in the administration of a Program.

K. The family does not provide complete and true information to HAGC.

Section 5.02 Authority to Deny Assistance

A. Criminal Activity. HAGC may prohibit admission of a household to the Program if it is determined that any household member is currently engaged in, or has engaged in during the last three (3) years before the admission:

1. Drug-related criminal activity;

2. Violent criminal activity;

3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or person residing in the immediate vicinity; or

4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of HAGC (including an HAGC employee or an HAGC contractor, subcontractor or agent).

See HAGC's One Strike and You're Our Policy.

B. Other Non-Compliant Conduct. HAGC may deny assistance to an applicant family if:

1. The family violates any family obligations under a Program.

2. Any family member has been evicted from federally assisted housing in the last five (5) years.

3. If a PHA, including HAGC, has previously terminated assistance under a Program for any member of the family.

4. Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

5. The family owes rent or other amounts to HAGC or to another PHA in connection with Section 8 or public housing assistance under the Act.

6. The family has not reimbursed HAGC or any other PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease unless the family repays the full amount of the debt prior to being selected from the waiting list.

7. The family breaches an agreement with HAGC to pay amounts owed to HAGC, or amounts paid to an owner by HAGC, unless the family repays the full amount of the debt prior to being selected from the waiting list.

8. Any family member has engaged in or threatened abusive or violent behavior toward HAGC staff. Abusive or violent behavior includes verbal as well as physical abuse or violence. Threats include any oral or written threats or physical gestures that communicate the intent to abuse or commit violence.

9. The family has negatively ended participation, or any negative status (i.e., abandoned unit, fraud, serious lease violations, criminal activity, etc.) from previous participation, in any federal housing program.

Article VI. Removal from Waiting Lists

Section 6.01 Reasons for Removal

Applications found ineligible for assistance and/or withdrawn for any reason are removed from the active waiting list. These applicants will not be denied the opportunity to file a new application when the waiting list is open. A family cannot receive assistance in more than one assistance Program at the same time. Further, Applicant families may be removed from the waiting list for the following reasons:

A. Failure to timely respond to the Housing Eligibility Interview Letter.

B. Failure to attend two scheduled interview appointments.

C. Failure to respond to requests for information from HAGC.

D. Applicant was clearly advised of a requirement to notify HAGC of continued interest, but has failed to do so.

E. Failure to notify HAGC, in writing, of any address changes resulting in non-responsiveness of the applicant.

F. Failure to attend the Tenant Briefing Program.

G. Failure to timely submit a Request for Approval of Tenancy to HAGC.

H. Applicant is determined to be ineligible for assistance.

I. Applicant knowingly supplies false information for personal gain in violation of the application certification.

J. Applicant requests removal.

If an applicant does not respond to HAGC's request for information or update because of a disability, the applicant will be reinstated to the waitlist in accordance with Section 2.03 of this Plan.

Section 6.02 Procedures for Removal

All applicants will be notified by written communication, the method of which is selected by the applicant in the application, of HAGC's intention to remove the applicant from the waiting list. The notice will contain a brief statement of the reasons for the decision. The communication further explains the applicant family's right to an informal review to dispute the removal, which must be requested by the family, in writing, within thirty (30) calendar days of the date of the letter. For applicants on the HCV waiting list, those who decline one form of assistance for another do not lose their place on the waiting list. The Violence Against Women Reauthorization Act of 2013

(VAWA) and HUD Regulations prohibit HAGC from denying an applicant admission to the Programs on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies for assistance or admission. See attached HAGC's VAWA Policy.

Article VII. Issuance of Assistance

Section 7.01 Housing Eligibility Interview

When selected from the waiting lists, the family is interviewed by HAGC to determine Program eligibility. Families must schedule a Housing Eligibility Interview within fourteen (14) calendar days of the date of the Housing Eligibility Interview Letter and participate in the Housing Eligibility Interview where all documentation requiring signatures are signed by the appropriate family members. The family will be notified in the Housing Eligibility Interview Letter and attached Housing Eligibility Document Checklist of the required documents to provide to HAGC prior to the Housing Eligibility Interview (see also Section 3.05 of this Plan). Following the Housing Eligibility Interview, the family will have up to seven (7) calendar days to provide any additional, requested information to HAGC. During the Housing Eligibility Interview, the family will be provided with an explanation of the Program including the family's responsibilities while receiving assistance. After the Housing Eligibility Interview, the family's income, assets, medical costs, childcare costs, disability, handicap or student status, qualification for preferences (if any), Social Security Numbers, eligible immigration status and any other facts impacting Program eligibility, will be verified in accordance with HUD's hierarchy of verification (see Section 4.04(C) of this Plan). The family will be informed of a final eligibility determination when all information is verified. HAGC must obtain verification of eligibility no more than sixty (60) days before initial issuance of a voucher. Failure to participate in the Housing Eligibility Interview, or timely provide all requested documents or information, may result in interview cancellation, denial of assistance and/or removal from the waiting lists. Being invited to participate in a Housing Eligibility Interview does not constitute approval or admission to any Program.

Section 7.02 Tenant Briefing Program

If after appropriate verification, the family is determined income eligible (calculated in accordance with federal laws and regulations), as determined by HUD, and the family satisfies all eligibility requirements, the family will be invited to participate in a "Tenant Briefing Program" (TBP). During the TBP HAGC will provide the family with an oral briefing to ensure the family understands how the applicable Program operates and the family's obligations under such Program.

At HAGC's discretion, the oral briefing may occur either in-person or remotely via webcast, video call or other methods provided they meet the minimum requirements as described in applicable HUD guidance. HAGC shall consider factors including but not limited to the health and safety of HAGC staff, and members of the public and financial resources in making a determination on the method in which oral briefing is conducted. If the oral briefing is conducted remotely, briefing participants will have the ability to ask questions of HAGC.

HAGC will also supply the family with a briefing packet containing the items and information specified in 24 *C.F.R.* §982.301(b). In the event the oral briefing is conducted remotely, documents contained within the briefing packet will be accessible in advance on HAGC's website and/or via electronic communication to the participant.

Upon successful participation in the TBP Class the family will be issued a voucher for participation in the Program. In the event the oral briefing is conducted remotely, the voucher may be sent to the participant via electronic communication ensuring the proper protection of personally identifiable information.

The voucher will include the unit size for which the family qualifies based on HAGC's Subsidy Standards as well as the issue and expiration date of the voucher. The voucher is the document which authorizes the family to begin its search for a unit. Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. HAGC will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings without HAGC's approval will be denied assistance.

If a participant does not have proper technology access which would allow the individual to fully participate in a remote oral briefing, HAGC will engage in a case-by-case analysis with the participant to resolve such barrier which may include exploration of community resources or voice only options should the participant provide appropriate consent acknowledging their rights as well as the risks and benefits of conducting remote briefing by voice only.

In conducting the oral briefing and providing the briefing packet HAGC will make reasonable accommodations to ensure persons with disabilities have equal opportunity to participate in all HAGC's privileges, benefits, and services. HAGC's obligation shall include taking appropriate steps to ensure effective communication with applicants, participants and members of the public, and companions with disabilities through the use of appropriate auxiliary aids and services in such a manner that protects the privacy and independence of the individual with a disability. HAGC may not require that individuals with disabilities provide their own auxiliary aids for services, except in an emergency involving an imminent threat to the safety or welfare of the individual or the public where there is no interpreter available or where the individual with a disability specifically requests that an accompanying adult interpret or facilitate communication and the accompanying adult agrees to provide such assistance. If no method of conducting a remote oral briefing is available that appropriately accommodates the individual's disability, HAGC will not hold such against the individual and will consider either postponement or in-person briefing.

Section 7.03 Subsidy Standards

The subsidy standard is the criteria established by HAGC for determining the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

A. Requirements: The subsidy standard must provide for the smallest number of bedrooms needed to house the family without overcrowding, must comply with NSPIRE space requirements, and must be applied consistently for all families of the same size and composition. HAGC will apply the following subsidy standards:

Voucher Size	Household Size
0-bedroom:	1
1-bedroom:	1-2

2-bedroom	2-4
3-bedroom	4-6
4-bedroom	6-8
5-bedroom	8-10
6-bedroom	10-12

HAGC will assign one bedroom or living/sleeping room for each two persons within the household, subject to the following circumstances in determining family unit size:

1. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

2. A single pregnant woman with no other family members must be treated as a two-person family.

3. Any live-in aide (as defined in Subsection C below) must be counted in determining the family unit size.

4. Unless a live-in aide resides with the family, the family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, as determined under the above subsidy standards.

B. Exceptions: HAGC will consider requests for an exception to the subsidy standards on a case-by-case basis. The family must request an exception to the subsidy standards in writing. The request should explain the reason for the request and how a larger/smaller unit would improve the current circumstances of the household. HAGC may grant an exception from the established subsidy standards if it is determined that an exception is justified because of the age, sex, health, handicap, or relationship of household members or other personal circumstances. However, for a single person, other than a disabled or elderly person or remaining family member, the exception may not override the limitation that family unit size for any family consisting of a single person must be either a zero or one-bedroom unit.

C. Live in Aides: A live-in aide is defined as a person approved by HAGC who resides in the unit to care for a "family member" who is disabled or at least fifty (50) years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services. A request for a live-in aide shall be initially treated as a Reasonable Accommodation Request pursuant to Section 2.03 of this Plan. Approval of a Reasonable Accommodation for a live-in aide by the HAGC Reasonable Accommodation Coordinator is not the approval of the person identified by the family to serve as the live-in aide. After approval of the Reasonable Accommodation Request, the person identified by the family to serve as the live-in aide shall be approved in advance in writing by the family's processor in accordance with the attached HAGC Live-In Aide Policy. Thereafter, the family's processor shall verify compliance with HAGC's Live-In Aide Policy during each reexamination so long as the approved live-in aide is needed. If

at any time the approved live-in aide is replaced, the person identified by the family to serve as the replacement live-in aide shall be approved in advance by the family's processor as provided above. If multiple live-in aides are needed, the HAGC Reasonable Accommodation Coordinator shall approve of multiple live-in aides as a Reasonable Accommodation. Thereafter, the persons identified by the family to serve as multiple live-in aides shall each be approved in advance as provided above.

In the event of moves, termination or death of the participant, live-in aides will not be considered as a remaining member of the tenant family. Occasional, intermittent or rotating care givers typically do not meet the definition of a live-in aide. A live-in aide must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards.

Section 7.04 Housing Choice Voucher

A. Submission of Requests for Tenancy Approvals

The voucher is issued after the family has been certified eligible and briefed on Program requirements or when the participant family wishes to move to another unit with continued tenant-based assistance. The term of the Housing Choice Voucher will be suspended upon submission of a Request for Tenancy Approval (RFTA). Suspension shall mean stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. The RFTA form must be signed and dated by both the owner of the proposed unit and the head of household and have a copy of the owner's proposed lease agreement attached. The suspension will end on the date HAGC approves or denies the RFTA and notifies the family in writing whether the request has been approved or denied. Suspension of terms will be documented by the Staff in the applicant's electronic file. If HAGC determines that the request cannot be approved for any reason, HAGC will instruct the owner and family what is necessary to approve the request or advise why the request cannot be approved. A family will initially be issued one RFTA form, but may request additional RFTA to allow concurrent submissions, if determined appropriate by the Supervisor. Families are responsible for communicating with the landlord to ensure that the RFTA has been properly and timely submitted to HAGC for approval.

B. Requests for Extension

The initial term of a Housing Choice Vouchers is sixty (60) days. If a household fails to submit an RFTA within the sixty (60) day term, the household may request an extension. The voucher will be extended for an additional term of up to sixty (60) days upon written request by the voucher holder. Such request must be received by HAGC prior to the initial expiration date. The length of the extended term will be at the discretion of the Intake Supervisor, or designee. In determining the length of the extension, the Intake Supervisor shall consider the totality of the circumstances including the cause of the delay and reasonable efforts to secure housing during the delay. It is recognized by HAGC that many factors influence how quickly a voucher holder can lease an acceptable unit. Illness, the weather (winter snow or summer heat), lack of public or private transportation, employment commitments, demands of children, disability, and other factors may delay

the search for housing. HAGC may require applicants to submit periodic progress reports regarding their status on leasing a unit. When the family's voucher expires (including any extensions), the family is no longer eligible to search for housing assistance under the Program and will be removed from the waiting list. Issuance of additional voucher extension(s) will be at the discretion of the Executive Director, or a designee, for voucher holders experiencing extraordinary circumstances preventing them from leasing a unit, and who have submitted a request in writing, substantiated with evidence of their failed leasing attempts.

HAGC shall extend the voucher term up to a term reasonably required to make the Program accessible to a disabled family as a reasonable accommodation if the family meets HUD's definition of a disabled family as determined by the family's processor. Approval by HAGC's Reasonable Accommodation Coordinator in accordance with Section 2.03 of this Plan is not required under such circumstances.

Section 7.05 Limitations on Non-Residents

Applicants considered Non-Residents of the Operating Jurisdiction at the time of registration must lease a unit within the Operating Jurisdiction during the initial year.

Section 7.06 Verification of Information

HAGC will verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorizations from the family in order to collect the information. Applicants and Program participants must cooperate with the verification process as a condition of receiving assistance. HAGC will follow the verification hierarchy process under Section 4.04(C) of this Plan.

The table below lists factors to be verified along with the acceptable forms of documentation within each factor. The below forms of documentation acceptable to HAGC are not exhaustive and HAGC, in its sole discretion, may accept additional forms of documentation not identified below.

Verification Factor	**Form of Documentation**
Name	A form of government issued identification such as a birth certificate, driver's licenses, or identification card.
Age	Government issued documentation such as a birth certificate, driver's licenses, or identification card that includes a birth date.
Married	Certificate of marriage or license.
Divorced	Copy of certified divorce decree.

Separated	Copy of certified, court-order maintenance award (if legal) or a notarized statement declaring separation.
Full-Time Dependent Student	Current school records documenting a student's status as full-time at a degree or certificate granting institution. This requirement applies only to household members eighteen (18) years and older.
Child Custody	Court Order establishing residential custody or adequate court documents seeking residential child custody.
Employment Income	HAGC will check the Enterprise Income Verification database (EIV) to verify sources of income and benefits. Most recent paycheck stubs (consecutive: six for weekly pay, three for biweekly or semi-monthly pay, two for monthly pay); employer-generated salary report or letter stating current annual income, W-2 forms if the applicant has had the same employer for at least two (2) years and increases can be accurately projected; earnings statements; and most recent federal income tax statements are required. Verification must specify beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next twelve (12) months.
Self-employment, Gratuities, Seasonal or Sporadic	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; U.S. Internal Revenue Service (IRS) transcripts will be required. Additionally, signed self-certifications, IRS letter of non-filing or full income tax returns may be required.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding twelve (12) months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next twelve (12) months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next twelve (12) months.
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency.

Public Assistance Benefits	Original benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit schedule.
Recurring Contributions or Gifts	Copies of checks received by the applicant or a self-certification that contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; and the purpose of the gifts.
Family Assets	Passbooks, checking or savings account statements, certificates of deposit, stock or bond documents or other financial statements; documents related to retirement funds; opinions from attorneys, stockbrokers, bankers and real estate agents verifying penalties and reasonable costs incurred to convert assets to cash.
Real Property	Copies of real estate tax statements; copies of real estate closing documents, which indicate distribution of sales proceeds and settlement costs; mortgage statements, a copy of a deed, utility bills for rental property and any other documents to establish the current value of any property.
Trust	In the event that a participant is owner of a trust but does not receive income from that trust, proper documentation such as a "trust instrument" that explains that the participant does not, or cannot, receive income from the trust, must be submitted.
Disability Income/Workers Compensation	Benefit letter from authorizing agency indicating pay rate and period over which payments will be made; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Pension	Benefit letter from authorizing agency; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Alimony and/or Child Support	Copies of recent checks, recording the date, amount and check number of alimony or child support payment; a court ordered support schedule; recent letters from the court.
Education Scholarships	Award letters showing the scholarship's purpose, amount and dates of the awards.
Medical Expense	Acceptable forms of documentation of medical expenses include but are not limited to: copies of cancelled checks that verify payments on outstanding medical bills that will continue for the next twelve (12) months; income tax forms which itemize medical expenses that are expected to continue over the next twelve (12) months; copies of cancelled checks that verify payments to a live-in aide; receipts or ticket stubs which verify transportation expenses directly related to

	medical care; written verification by a doctor, hospital or clinic personnel of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
Childcare Expenses	Verification of childcare expenses must include the childcare provider's name, address and telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. HAGC will require as documentation copies of receipts or cancelled checks indicating childcare payments. If the childcare provider is an individual, that person must provide a notarized statement of the amount they are charging the family for their services.
Assistance to Persons with Disabilities	Written certification from a reliable professional that the disabled person requires the services of an attendant and/or the use of any auxiliary apparatus permitting such disabled person to be employed or function with sufficient independence thus enabling another family member to be employed; family's certification as to how much if any amount of reimbursement for any of the expenses of disability assistance they receive; and the following documentation: <u>Attendant Care</u>: • Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided; and • Certification of family and attendant and/or copies of cancelled checks family used to make payments. <u>Auxiliary Apparatus</u>: • Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus; and • In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.
Residency	At least two (2) of the following documents to prove residency: • Utility bill (electric, water, refuse, telephone, cable or gas) • Checking or savings account statement from a bank or credit union • High school or college report card or transcript containing an address • Lease or rental agreement • Property tax bill, statement or receipt

	• Letter or official correspondence from IRS or state tax office, or any federal or local government agency • Deed/Title • Mortgage • Insurance Policy • Voters Registration Card • Pay Stub • Pension or retirement statement • Court Order • New Jersey Drivers License or ID Card • Military Service Records • Federal/State Tax Return Mail addressed to P.O. boxes is not accepted as proof of residency.
Social Security Numbers	HAGC must accept the following documentation as acceptable evidence of the social security number: • An original SSN card issued by the Social Security Administration (SSA); • An original SSA-issued document, which contains the name and SSN of the individual; or • An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual. HAGC may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.
Displacement Status	This verification may be obtained from source of displacement project reported.
Veteran/Surviving Spouse	• Valid DD-214; • NGB-22; or • Any other government issued record evidencing the type of discharge from service is other than "dishonorable" For Surviving Spouses: • One of the above forms of documentation; • Marriage License; and • Death Certificate.

Homeless Veteran/Surviving Spouse; Homeless Targeted Vouchers	• Certification from a social service agency; • Eviction Notice from current landlord; or • Warrant of Removal.
Lease In Place	• Letter from current landlord that landlord shall continue renting the in-place unit for at least one year upon participation in the Program.

Article VIII. Occupancy Polices

Section 8.01 Family Obligations

Obligations of the family are described in the HCV regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. A family's action or inactions in performing the following obligations affect both Program eligibility and continued participation in the Program. All changes in income or family composition must be reported to HAGC in writing within fourteen (14) calendar days after they occur.

A. The family must supply any information that HAGC or HUD determines is necessary in the administration of the Program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.

B. The family must supply any information requested by HAGC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

C. The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with HUD requirements.

D. The family must be responsible for specific NSPIRE breaches that are caused by the family's failure to pay for any utilities or appliances, or damage to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

E. The family must allow HAGC to inspect the unit at reasonable times after reasonable notice. Notice will be provided in writing to the assisted unit. HAGC expects families to make themselves available for the inspection or make other arrangements as appropriate to allow for the scheduled inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination.

F. The family must not commit any serious or repeated violations of the lease. Serious and repeated lease violations include, but may not be limited to, nonpayment of rent, disturbances of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises and criminal activity. HAGC will determine if a serious or repeated lease violation has occurred based on available evidence including court-ordered eviction or owner's notice to evict, police reports and affidavits from owners, neighbors or other credible parties with direct knowledge.

G. The family must notify HAGC and the owner before the family moves out of the unit or terminates the lease on notice to the owner. The family must comply with Lease requirements and provide written notice.

H. The family must promptly give HAGC a copy of any owner eviction notice.

I. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

J. The family must have the composition of the assisted family residing in the unit approved by HAGC. The family must promptly inform HAGC of the birth, adoption or court-awarded custody of a child. The family must request HAGC approval to add any other family member as an occupant of the unit. The request to add a family member must be submitted in writing by the family, and verified and approved by HAGC prior to the person moving into the unit. HAGC will determine eligibility of the new member in accordance with its standard policies.

K. The family must promptly notify HAGC if any family member no longer resides in the unit. HAGC will require proof of an alternative address for the removed individual.

L. Members of the household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.

M. The family must not sublease or let the unit. HAGC considers subleasing to include receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

N. The family must not assign the lease or transfer the unit.

O. The family must supply any information or certification requested by HAGC to verify that the family is living in the unit or that the family is absent from the unit.

P. The family must not own or have any interest in the unit.

Q. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the Programs.

R. The members of the household, or their guests, may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

S. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

T. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.

Section 8.02 Payment Standards and Small Area Fair Market Rents

A. In accordance with the Small Area Fair Market Rent (SAFMR) Final Rule (FR-5855-F-03), HAGC is obligated to implement SAFMRs effective April 1, 2018. As such, in lieu of determining HCV payment standards using a metropolitan area wide FMR, payment standards will use Fair Market Rent calculated for zip codes within the metropolitan area as determined and published by HUD. The revised payment standards, as determined by HAGC, must be within ninety percent (90%) to one hundred, ten percent (110%) of the HUD published SAFMR for the zip code area. With respect to all families under HAP contract on April 1, 2018, HAGC shall implement the decreased payment standard schedule after the family's second regular re-examination following the effective date of the decrease in the payment standard. For all new HAP contracts, including relocations with continued housing assistance and new lease ups, the payment standard schedule shall be effective April 1, 2018. For purposes of determining the SAFMR, HAGC, in its sole discretion, may utilize either the zip code of the postal address of the assisted unit or the zip code for the taxing district where the assisted unit is located, whichever zip code affirmatively furthers fair housing in accordance with HAGC's Equal Housing Opportunity and Affirmatively Furthering Fair Housing Policy attached hereto.

B. Exceptions to Payment Standard:

1. HAGC has established an exception payment standard of up to one hundred, twenty percent (120%) of the published SAFMR as a reasonable accommodation if the family meets HUD's definition of a disabled family as determined by the family's processor.

2. HAGC has established an exception payment standard of up to one hundred, forty percent (140%) of the published SAFMR as a reasonable accommodation for HUD-VASH only if the family meets HUD's definition of a disabled family as determined by the family's processor.

Approval by HAGC's Reasonable Accommodation Coordinator in accordance with Section 2.03 of this Plan is not required under such circumstances. Any unit approved under these exception payment standards must still meet the reasonable rent requirements in accordance with Section 8.04 of this Plan.

C. If HAGC reduces the payment standard amount used to calculate the subsidy for a family, then such reduction in the payment standard amount shall be administered in accordance with 24 *C.F.R.* 982.505(c)(3)(i)-(iii), as amended. Nothing contained herein shall prohibit HAGC from requesting and/or receiving a waiver from HUD from the requirements regarding decreases to the payment standard amount set forth under 24 *C.F.R.* 982.505(c)(3)(i)-(iii).

Section 8.03 Rent

A. <u>Rent to Owner</u>

Rent to owner is the total monthly rent payable to the owner under the lease for the unit. Rent to owner includes payment for any housing services, maintenance and utilities the owner is required to pay and provide for.

B. Total Tenant Payment

The greater of: (1) thirty percent (30%) of the family's monthly adjusted income; or (2) ten percent (10%) of the family's monthly income. At the time HAGC approves tenancy for initial occupancy of a dwelling unit, if the gross rent for the unit is greater than the payment standard for the family, the family share should not exceed forty percent (40%) of the family's adjusted monthly income.

C. Minimum Rents

1. For the Moderate Rehabilitation Program and HCV Program, the minimum monthly rent for a family is $50.00 unless a financial hardship exemption is granted as provided below.

2. HAGC shall grant an exemption from the payment of minimum rent if the family is unable to pay the minimum rent because of any one of the following financial hardships:

   (a) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

   (b) When the family would be evicted because it is unable to pay the minimum rent;

   (c) When the income of the family has decreased because of changed circumstances; including loss of employment;

   (d) When a death has occurred in the family; and

   (e) Other circumstances determined by HUD.

3. To request a financial hardship exemption, the family must submit to HAGC a completed *Financial Hardship Exemption Request Form*, a copy of which is attached to this Plan as Attachment VII. See the *Financial Hardship Exemption Request Form* for further instructions. HAGC shall suspend the minimum rent requirement beginning the month following the family's submission of the request for a financial hardship exemption until HAGC determines whether there is a qualifying financial hardship and whether such hardship is temporary or long term.

4. HAGC may, in its sole discretion, request additional information and/or documentation from the requesting family in order to render a determination regarding the request for a financial hardship exemption. The failure to provide such requested information and/or documentation within seven (7) calendar days of such request shall be grounds for HAGC to deny the request for a financial hardship exemption.

5. Within seven (7) calendar days of receipt by HAGC of the request for a financial hardship exemption and information/documentation required by Subsections C(4) above, HAGC shall render a determination as to whether a qualifying financial hardship exists and whether it is temporary or long term.

6. If HAGC determines that a qualifying financial hardship is temporary, HAGC shall not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for a financial hardship exemption. At the end of the 90-day suspension period, HAGC shall reinstate the minimum rent from the beginning of the suspension. HAGC shall offer a reasonable repayment agreement, on terms and conditions established by HAGC in HAGC's sole discretion, for the amount of back rent owed by the family. The failure to comply with the terms and conditions of the repayment agreement shall be grounds for HAGC to terminate assistance. A temporary qualifying financial hardship does not absolve the family from the requirement to pay the minimum rent but rather is only a temporary suspension of the payment thereof.

7. If HAGC determines that a qualifying financial hardship is long term, HAGC shall exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply beginning the month following the date of the family's request for a financial hardship exemption until the end of the qualifying financial hardship. It shall be the obligation of the family receiving a qualifying financial hardship exemption to notify HAGC that the financial hardship, or conditions giving rise to the financial hardship, has ceased. The failure to notify HAGC of the cessation of the hardship shall be grounds for HAGC to terminate assistance.

8. If HAGC determines there is no qualifying financial hardship exemption, HAGC shall reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family shall pay the back rent on terms and conditions established by HAGC in HAGC's sole discretion.

9. The financial hardship exemption pursuant to this Section 8.03(C) only applies to payment of the minimum rent, and not to the other elements used to calculate the total tenant payment.

10. A family may request a hearing in accordance with Article XIII (Grievance Policy) to review HAGC's determination denying or limiting the family's request for a financial hardship exemption.

D. Utility Allowances

HAGC shall maintain utility allowance schedules by unit type and bedroom size in accordance with federal laws and regulations. If applicable, HAGC will issue utility payments in accordance with the applicable utility allowance schedule for tenant supplied utilities directly to the tenant's utility suppliers for the purpose of assisting with utility payments. However, if approved by the Executive Director, or designee, in accordance with Section 1.03 of this Plan, HAGC may issue a utility reimbursement check from HAGC to the tenant for tenant supplied utilities as opposed to direct payments to the utility supplier.

Section 8.04 Reasonableness of Rent

A. Objectives

HAGC must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment. The purpose of the rent reasonableness limitation is to ensure that a federally subsidized rent does not exceed the fair rental value of a comparable unit on the private unassisted market. "Reasonable rent" is defined as a rent to owner that is not more than rent charged 1) for comparable units in the private unassisted market; and 2) for comparable unassisted units in the premises except for Low-Income Housing Tax Credit (LIHTC) or HOME Investment Partnerships Program (HOME) financed projects. By accepting each monthly payment from HAGC, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

B. Determination of Reasonableness

To determine reasonableness of rent, HAGC obtains data of comparable unassisted units within the Operating Jurisdiction. The market data is obtained from various sources considering contract rent, tenant supplied utilities, age of unit, amenities, location, housing services, maintenance or utilities provided by the owner. Prior to approving the initial contract, and at the time of any increases in contract rent, HAGC will compare the gross rents of the comparable units to that of the target unit. If the gross rent of the target unit exceeds that of the comparable units, the Intake Supervisor or the Section 8 Supervisor, as appropriate, will review the file and determine whether or not to approve the rent.

C. Changes in Rent

After the initial term of the lease, the owner may increase the rent. The owner must notify HAGC in writing of the increase at least sixty (60) days before the lease is to be effective. Changes in the rent are subject to rent reasonableness requirements.

Section 8.05 Family Absence from Dwelling

For purposes of this Section, "absence" means that no member of the family is residing in the unit.

A. Limitations on Absence

The family may be absent from the unit for brief periods. A family must notify HAGC in writing of any absences longer than thirty (30) calendar days. Such notification should include the purpose of the absence. In no case can any absence exceed ninety (90) consecutive calendar days. Housing assistance payments terminate if the family is absent for longer than the maximum period permitted. The term of the HAP contract and assisted lease will also terminate.

B. Temporary Absences

Generally, an individual who is or is expected to be absent from the unit for ninety (90) consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the unit for more than ninety (90) consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below. If the period of absence is expected to occur during the projected time frame for either annual re-examination or NSPIRE inspection, the family must make alternative arrangements to meet their family obligations that are acceptable to HAGC. If the assisted lease contains provisions regarding tenant absence from unit, the family must document that it has complied with these lease provisions. All housing assistance overpayments may be recouped from both the owner and the family for any unauthorized absences.

C. Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to HAGC indicating that the student has established a separate household, or the family declares that the student has established a separate household.

D. Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, HAGC will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member. This also applies to minor children who are in detention facilities, such as juvenile halls.

E. Absent Head, Spouse, or Co-Head

An employed head, spouse, or co-head absent from the unit more than ninety (90) consecutive days due to employment will continue to be considered a family member.

F. Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. HAGC will seek verification of permanent confinement.

G. Verification of Absences

HAGC may verify family occupancy or absences, through letters to the family's subsidized unit, phone calls, home visits, or through questions to landlords or neighbors, as determined necessary.

H. Resumption of assistance after an absence

HAGC must terminate the HAP contract for an assisted unit if the family is absent from the assisted unit for more than ninety (90) consecutive calendar days. If this occurs, the family must submit a written request to continue in the HCV Program within fourteen (14) days of the termination of the HAP contract. This request must be made in writing, and the family must subsequently provide all required information and documents by the specified deadline in order for HAGC to recertify continuing eligibility and issue a new voucher. If a request is not received, or if the family does not provide required documents by the established deadlines, the family will be notified that the family has been deemed to have voluntarily given up their HCV assistance. If the family's HAP contract was terminated after the ninety (90) day limit for a previously approved absence and the family cannot submit or complete a request for recertification within fourteen (14) days due to special circumstances beyond the family's control, which include, but are not limited to, hospitalization, convalescent care, or disability, the Executive Director may permit an additional period of time for the family to request readmission or resumption of assistance. Resumption of assistance will generally only be granted when a medical necessity, domestic violence or other compelling circumstance was the cause of the absence. In such cases, HAGC will consider whether the family acted in a manner to attempt to fulfill their obligations under the Program.

Section 8.06 Families Who Wish to Move with Continued Assistance

A. Limitations on Moving

HAGC will not permit any family to move during the initial year of the assisted occupancy. To be granted permission to move from HAGC after the initial year of assisted occupancy, a family may move, provided that the family:

1. Provides sixty (60) calendar days written notice, prior to the first of the month, to HAGC of the family's request to move once the current lease expires;

2. Provides sixty (60) calendar days written notice, prior to the first of the month, to the landlord of the Family's intention to relocate once the current lease expires, and provide a copy of such notice to HAGC;

3. Completes and returns to HAGC the Tenant Processing Center Move Briefing Certification;

4. Provides HAGC with written correspondence from the landlord stating that:

   (a) The landlord received notice of the request to move; and

   (b) The family is in good standing, meaning the family rent is current and the unit is in good condition.

   At HAGC's sole discretion, HAGC may waive this requirement if the landlord is in breach of the HAP contract or upon the written approval of the Executive Director, or designee, due to extenuating circumstances in accordance with Section 1.03 of this Plan;

5. Is compliant with all family obligations as set forth in 24 *C.F.R.* §982.551; and

6. Has not moved more than one time in the past year.

HAGC may deny permission to move if there is insufficient funding for continued assistance or the family is not in compliance with the Program requirements and HAGC has grounds for denying or terminating the family's assistance. Such requests shall be documented with proper documentation demonstrating HAGC's inability to support the request. In the event the family's request is denied due to insufficient funding, HAGC will provide a letter to the family at the time the move is denied. HAGC shall consider a family's request to move for thirty (30) days from the date the request was filed if there is insufficient funding to immediately grant the request. If funds become available within thirty (30) days, which would allow the family to move, HAGC shall notify the family by letter that funds are available, and that the request is granted.

A family's failure to comply with the above enumerated requirements before vacating the assisted unit will result in the delay, denial, or termination of housing assistance to the household.

B. Requests to Move Prior to End of Lease

Should a family notify HAGC that the family wishes to vacate a unit before the end of an assisted lease, the family may only move with continued assistance if:

1. The family provides HAGC with a written, mutual release signed by the landlord and head of household prior to vacating the assisted unit releasing the family from the current lease as of the date that the family moves to another assisted unit; and

2. The family is compliant with all family obligations as set forth in 24 *C.F.R.* §982.551.

In the cases where the landlord will not release the family, the family may only move with continued assistance upon the written approval of the Executive Director, or designee, due extenuating circumstances in accordance with Section 1.03 of this Plan. A family's failure to comply with the above enumerated requirements before vacating the assisted unit will result in the delay, denial, or termination of housing assistance to the household.

C. VAWA Protections

Restrictions on moves with continued assistance do not apply if the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of the family or family member.

Section 8.07 Portability

Portability is the process of renting a dwelling unit with Section 8 tenant-based voucher assistance outside the Operating Jurisdiction. Within the limitations of federal regulations and this Plan, (see Section 7.05 of this Plan) an eligible participant family or applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit that meets Program requirements anywhere in the United States provided that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program. Portability assistance will not be provided for a participant family if the family has moved out of the assisted unit in violation of the lease. See attached HAGC VAWA Policy for exceptions for VAWA.

Section 8.08 Continued Assistance When the Assisted Family Breaks Up

Generally, when the assisted family breaks up the assistance will remain with the household members who remain in the contract unit. If the voucher holder passes away leaving only minor children in the assisted unit, HAGC may consider a request to transfer the voucher into the name of the individual named as guardian of the minor children. The decision of which family members continue to receive assistance will be made on a case-by-case basis considering the following factors: If any family members are caring and providing for minor children; If any family members are/were caring for an ill, elderly, or disabled adult; If any family members were forced to leave the unit as result of actual or threatened physical violence. If a court determines disposition of property between family members, HAGC must abide by the court's decision. If the family break up results from an occurrence of domestic violence, dating violence, sexual assault or stalking, HAGC must ensure that the victim retains the assistance. Household members such as live-in aides, foster children and foster adults do not qualify as remaining members of a family.

Section 8.09 Guests in the Assisted Household

A guest is a person temporarily staying in the assisted household with the consent of a member of the household who has express or implied authority to so consent. A guest staying in the assisted household greater than fourteen (14) days in a twelve (12) month period without prior HAGC approval will be considered to be living in the unit as an unauthorized household member and the household's assistance may be terminated.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than fifty percent (50%) of the time, are not subject to the time limitations on guests as described above. The family must provide HAGC with a copy of the current Court Order or legal documentation memorializing the joint custody and/or visitation privileges.

A family may request an exception to this policy for valid reasons, for example, care of a relative recovering from a medical procedure. An exception will not be granted unless the family can identify and provide documentation of the residence to which the guest will return.

In determining whether there is a violation of the guest policy, HAGC will consider, the absence of another permanent address, statements by landlords or neighbors, results of inspections, police reports, use of the tenant's address for any non-temporary purposes, and any other factors relevant under the circumstances.

Section 8.10 Repayment Agreements

Families are required to reimburse HAGC if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The family is required to reimburse HAGC for the difference between the tenant rent that should have been paid and the tenant rent that was charged. HAGC must determine retroactive rent amount as far back as HAGC has documentation of family reported income. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, HAGC may terminate the family's assistance. All repayment agreements must be in writing, dated, signed by both the family and HAGC, include the total retroactive rent amount owned, amount of lump sum payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly amount due shall be determined on a case-by-case basis, taking into consideration the family's income, rent, and other individual circumstances. All repayment agreements must be approved by the Section 8 Supervisor. If the participant family receives a utility reimbursement check from HAGC towards the allowance for tenant supplied utilities, HAGC may, at its discretion, issue the check to itself on behalf of the tenant. This amount shall be credited towards the monthly amount the participant family owes HAGC under the repayment agreement. The maximum number of repayment agreements that a participant may be permitted to enter into is two throughout the duration of participation. Outstanding debts due to HAGC will be pursued.

Article IX. Reexaminations

Section 9.01 Annual Reexaminations

HAGC will reexamine the income and composition of families annually in accordance with all applicable HUD regulations and guidance. The annual reexamination determines the continued eligibility of the family and establishes the payment to be made on behalf of the family. It is the family's obligation to provide HAGC with all requested information required to complete the reexamination in a timely manner. The family's failure to do so may result in a delay of the reexamination and a waiver of the family's right to receive thirty (30) days' notice of an increase in the family's rental portion. Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by HAGC by the date specified, and this delay prevents HAGC from completing the reexamination as scheduled. HAGC cannot make housing assistance payments to owners if the HAP contract has expired and the subject tenant's annual reexamination is incomplete.

Section 9.02 Interim Reexaminations

As indicated in Family Obligations, a family is required to report all changes in income and family composition to HAGC. All changes must be reported in writing within fourteen (14) calendar days. An interim reexamination will be performed for participant families when there is a change in family composition or the family's anticipated annual income is believed to have decreased or increased. The examination will occur within a reasonable time. The family has an obligation to supply all the documents requested to complete the interim. Failure to supply the requested documents will result in adverse action against the family as deemed appropriate or inability of HAGC to complete the interim. If the tenant rent or family rent decreases, the effective date the housing assistance payment will be adjusted will be the first (1^{st}) of the month succeeding the completed interim reexamination. If tenant rent or family rent to owner increases, the effective date will be the first (1^{st}) of the month after the family has received thirty (30) calendar days' notice of such increase. HAGC may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint. At the Executive Director's discretion, HAGC reserves the right to not perform an interim recertification from the point of voucher issuance until after six (6) months of an assisted family's contract. An interim reexamination will not occur when the family reports a loss of welfare benefits due to fraud or a failure to participate in self-sufficiency or work activity. In the event a family experiences a temporary decrease in income, HAGC will perform an interim reexamination based on the current circumstance, which may temporarily reduce the tenant's share. When the income of the family stabilizes, another interim reexamination will be performed to adjust the tenant's share accordingly. See HAGC's Zero Income Families Policy.

Section 9.03 Obligation to Provide Information

Families are required to timely supply all requested information, as described in the reexamination notice, to HAGC. If the assisted family head of household does not respond to the reexamination notification, HAGC will send a second notice requiring the missing documents or information to

be supplied within seven (7) business days. If the assisted family does not respond to the second notice, HAGC will send a termination notice to both the family and the owner.

Section 9.04 Notification of Reexamination

HAGC will notify the family and the owner of the results of the annual reexamination in writing. The notice will include the amount and effective date of the new housing assistance payment, the amount and the effective date of the new family share of the rent, and the amount and the effective date of the new rent to owner.

Section 9.05 Discrepancies

If during a reexamination, HAGC discovers information previously reported by the family was in error or that the family intentionally misrepresented information, corrections will be made, and the family may be subject to a repayment agreement and/or termination. See Section 4.04(E) regarding de minimis errors.

Section 9.06 Verification of Assets

For a family with net assets equal to or less than $5,000, HAGC will accept, for the purposes of recertification of income, a family declaration that it has net assets equal to or less than $5,000, without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.

Article X. Inspections

Section 10.01 National Standards for the Physical Inspection of Real Estate

Effective October 1, 2023, HAGC shall require that all assisted units be maintained in accordance with the National Standards for the Physical Inspection of Real Estate (NSPIRE) as provided in the Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate, as published by HUD. NSPIRE replaces the previous inspection standards known as Housing Quality Standards (HQS) found at 24 *C.F.R.* 982.401.

Section 10.02 Owner and Family Responsibilities

A. Family Responsibilities

The family is responsible for correcting the following NSPIRE deficiencies:

1. Tenant-paid utilities not in service.

2. Failure to provide or maintain family-supplied appliances.

3. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" are defined as items which could not be charged against the tenant's security deposit under state law or court practice.

B. Owner Responsibilities

The owner is responsible for all NSPIRE violations not listed as a family responsibility above. However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

Section 10.03 Regular Inspections

Biennial inspections, and inspections prior to commencing HAP contracts for units with landlords, are performed in accordance with NSPIRE. HAGC reserves the right to perform annual inspections for particular units or families and shall document the file with the reason supporting the annual inspection. Both the family and the owner will be provided with reasonable notice of all inspections. Except in the case of life-threatening emergencies, reasonable notice is considered to not be less than forty-eight (48) hours. When a family occupies the unit at the time of inspection, an adult family member must be present for the inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination. HAGC will notify the owner and the family of the NSPIRE determination. Failed items must be verified as corrected within the appropriate time frame and before the beginning of the initial lease term and prior to the HAP contract execution.

Section 10.04 Special Inspections

Special inspections also may be performed at the request of the owner, family, or as determined necessary by HAGC. During a special inspection, the inspector will generally only inspect those deficiencies which are reported. However, the inspector will record any additional NSPIRE deficiencies or violations of family obligations. In the event that an active vermin or rodent infestation is reported to HAGC, HAGC will accept documentation from a verifiable third party that the infestation exists.

Section 10.05 Quality Control Inspections

HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that NSPIRE is being enforced correctly and uniformly by all inspectors.

Section 10.06 Repairs

Owners shall be given a reasonable amount of time, thirty (30) days, to make repairs to units, in accordance with federal rules and regulations. For conditions that are not life-threatening, HAGC may grant extensions of time to make repairs upon the request of the owner, if HAGC determines the extension is appropriate. All life-threatening NSPIRE deficiencies must be corrected within twenty-four (24) hours of the inspection. If the violations are not corrected by the deadline date, HAGC may suspend payment or terminate the HAP contract. These procedures place ultimate responsibility for the correction of any NSPIRE violation found during an inspection with the owner. However, the owner is not responsible for a breach of NSPIRE that is not caused by the owner, and for which the family is responsible. HAGC may terminate assistance to a family because of NSPIRE breach caused by the family. HAGC will verify that necessary repairs have been completed by the end of the corrective period, or any HAGC approved extension. HAGC will determine the verification process based on the severity of the corrections and/or its experience with the owner and knowledge of the property. HAGC may require a re-inspection to verify that repairs were completed. Repairs may also be verified through the production of verifiable documents including invoices, photographs and receipts. If required, the family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, HAGC will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with HAGC policies. If HAGC is unable to gain entry to the unit in order to conduct the scheduled reinspection, HAGC will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

Section 10.07 Life Threatening Conditions

The following conditions are considered life threatening conditions:

A. Gas leak.

B. Exposed/arcing electrical.

C. Structural damage: collapsed walls, floors, ceiling.

D. Exposed broken glass.

E. Missing or inoperable smoke detector.

F. Lack of a functioning flush toilet in a one-bathroom unit.

G. Lack of security of the unit.

H. Plumbing leaks or flooding.

I. Lack of permanent functioning heating equipment if inspection occurs during the months of November - March.

J. Vermin infestation.

K. No water, gas or electric service.

When life threatening conditions are identified, HAGC will immediately notify both the owner and family and specify who is responsible for correcting the violation.

Section 10.08 Abatement of Housing Assistance Payments

When a unit fails to meet NSPIRE and the owner has been given an opportunity to correct the deficiencies but has failed to do so within the required timeframe, the housing assistance payment will be abated (not paid). For tenant caused deficiencies, the owner will not be held accountable, and the housing assistance payment will not be abated. The owner will not be penalized for delays in inspections of the repairs as long as the owner has notified HAGC that the repairs have been made. During any abatement period the family continues to be responsible for its share of rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as a cause for eviction.

Section 10.09 Inspection of HAGC-Owned Unit

HAGC must obtain the services of an independent entity to perform all NSPIRE inspections in cases where an HCV family is receiving assistance in an HAGC-owned unit. An HAGC-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated Annual Contributions Contract (ACC) (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and HAGC.

Section 10.10 Enforcing Family Compliance with NSPIRE

Families are responsible for correcting any NSPIRE violations listed in Section 10.01(A) of this Plan. If the family fails to correct a violation within the period allowed by HAGC (and any extensions), HAGC will terminate the family's assistance, according to the policies described in this Plan. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

Section 10.11 Remote Video Inspections

In its discretion, as authorized by HUD PIH 2020-31, HAGC may utilize Remote Video Inspections (RVI) to conduct an NSPIRE inspection. Regardless of the use of technology to facilitate the NSPIRE inspection, HAGC remains responsible for the conduct of the inspection and any judgments made about whether a condition is in violation of NSPIRE. In its discretion, HAGC may determine that the use of RVI is in the best interest of HAGC, a unit owner, Program tenant or applicant. In exercising such discretion, HAGC may consider the following factors, the health and safety of HAGC staff, tenant/applicant, a declaration of a state of emergency, the likelihood of success and efficiency in utilizing RVI, and the complexity and nature of the suspected or reported NSPIRE violation or repair. HAGC may terminate an RVI at any time for any reason and can elect to perform an in-person inspection. The performance of an RVI does not in any way waive HAGC's right to conduct an in-person inspection.

In its discretion, HAGC may approve the following individuals to serve as the inspection proxy, the unit owner or its designated management company or an adult household member. Prior to the RVI, HAGC will obtain a certification from the designated proxy confirming that the proxy will follow the direction of the HAGC inspector, perform all requested tasks to the best of their ability and report honest feedback, fairly and accurately represent the conditions of the unit and not conceal any deficiencies which the proxy knew or should have known about. HAGC retains the right to terminate an RVI at any time for any reason and that an RVI does not waive the right of HAGC to perform an in-person inspection.

In the event the RVI is being utilized for a property built before 1978 where a child under six (6) resides or will reside, HAGC will require the proxy successfully complete the free online Lead Based Paint Visual Assessment Training Course.

To ensure adequate privacy safeguards for the protection of Personally Identifiable Information during an RVI, the HAGC inspector will be in the HAGC office or other secure remote location using HAGC owned equipment using a designated streaming web-platform that provides appropriate safeguards.

Absent sufficient justification, failure of the proxy to complete the scheduled RVI will be deemed a missed inspection.

Section 10.12 HOTMA Provisions

HAGC may, in its discretion, approve a voucher-assisted tenancy and begin making housing assistance payments to an owner of a unit that fails an initial NSPIRE inspection provided the deficiencies are not life-threatening (NLT) and provided that the owner corrects the NLT

deficiencies within thirty (30) days. If the unit has only NLT conditions, HAGC will offer the family the choice to accept the unit or to decline the unit and continue the family's housing search. HAGC must notify the family that if the owner fails to correct the NLT deficiencies within the HAGC-specified timeframe, HAGC will terminate the HAP contract, which in turn terminates the assisted lease and the family will have to move to another unit to continue receiving voucher assistance. If the family declines the unit, HAGC will inform the family of how much search time the family has remaining consistent with HAGC's policies. If the family accepts the unit with the NLT conditions, HAGC must notify the owner, in writing, that HAGC has approved the assisted tenancy and the owner has thirty (30) calendar days from the date of the notification to correct the NLT conditions, after which time HAGC will withhold the housing assistance payment and follow its policy regarding owner non-compliance with NSPIRE.

HAGC may, in its discretion, approve assisted tenancy of a unit prior to an NSPIRE inspection if the property has passed an alternative inspection within the past twenty-four (24) months. Under this provision, the housing assistance payment is not paid to the owner until HAGC completes its initial NSPIRE inspection. HAGC then makes assistance payments retroactively, dating back to the effective date of the HAP contract and assisted lease term, once the unit has been inspected and found to meet NSPIRE standards. HAGC may rely upon inspections of housing assisted under the HOME Investment Partnerships (HOME) Program or housing financed using Low Income Housing Tax Credits (LIHTCs), or inspections performed by HUD, without prior HUD approval.

Article XI. Owner Participation

Section 11.01 Proof of Ownership

For purposes of this Section, "owner" includes a principal or other interested party. In addition to the owner's certification on the HAP contact, it is the policy of HAGC to verify ownership of the assisted unit. A landlord who wishes to participate in the Program must provide proof of ownership of the property rented under the Program, e.g., tax bill or other appropriate legal documentation. A landlord currently participating in the Program must provide current proof of ownership, when requested. A landlord must provide a Tax ID number for the property under contract upon entering the Program and/or when requested. A landlord must also provide HAGC a copy of the Landlord Registration Form in accordance with the Landlord Identity Law, *N.J.S.A.* 46:8-27 *et seq*. and *N.J.A.C.* 5:29-1.1.

Section 11.02 Owner's Responsibility to Screen

The owner is responsible for screening and selecting the family to occupy the owner's unit. HAGC does not screen applicants for family behavior or suitability for tenancy and has no liability or responsibility to the owner for the family's behavior or suitability for tenancy.

Section 11.03 Providing Information to Owners

HAGC must provide interested owners with the family's last known address, current landlord, and prior landlord, if known. HAGC's policy on providing information to owners will be communicated to the families, in writing, at the time of admission or upon a family requesting to move to another unit.

Section 11.04 Disapproval of Owners

HAGC must deny an assisted tenancy in accordance with 24 *C.F.R.* §982.306 and for the following reasons:

A. HAGC is required to deny approval by state law;

B. When directed by HUD if the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;

C. When directed by HUD if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements;

D. For all new admissions and moves after June 17, 1998, if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member with disabilities; or

E. HAGC has been notified that the owner is debarred, suspended, or subject to a limited denial of participation under 2 *C.F.R.* Part 2424.

Further, in the following circumstances, HAGC may deny approval of an assisted tenancy for any of the following reasons:

A. The owner is not willing to make the necessary repairs for the unit to conform to NSPIRE or the owner will not permit HAGC's staff to perform an NSPIRE inspection;

B. The owner has a history or practice of noncompliance with NSPIRE for units leased under tenant-based programs, or housing standards for units leased with project-based Section 8 assistance or under any other federal housing program, including a failure to make timely utility payments;

C. The owner has committed fraud, bribery, or any other corrupt or criminal act involving any federal housing program;

D. The owner has engaged in drug trafficking;

E. The owner has a history or practice of renting units that fail state or local housing codes;

F. The owner has not paid state or local real estate taxes, fines, or assessments;

G. The owner has a history or practice of failing to terminate tenancy of tenants for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: Threatens the right to peaceful enjoyment of the premises by other residents; Threatens the health or safety of other residents, of employees of HAGC, or of owner employees or other persons engaged in management of the housing; Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or Is drug-related criminal activity or violent criminal activity;

H. The owner has engaged in any drug related or violent criminal activity;

I. The owner has violated obligations under a HAP contract under Section 8 of the Act; or

J. The owner has a history or practice of harassing or threatening tenants or HAGC's staff.

Section 11.05 HAP Contracts

The HAP contract represents a written agreement between HAGC and the owner of the dwelling unit occupied by an HCV assisted family. The contract specifies the owner's responsibilities under the Program, as well as HAGC's responsibilities. Under the HAP contract, HAGC agrees to make housing assistance payments to the owner on behalf of a specific family approved by HAGC to occupy a specific unit. HAGC will distribute the housing assistance payments, in accordance with the HAP contract, to the owner. Housing assistance payments may only be paid to the owner during

the lease term, and while the family is residing in the unit. In the event that the checks are forwarded to the post office late, or electronic payments are initiated late, because HUD is late in transferring the funds or for any other reasons beyond the control of HAGC, HAGC shall not be held responsible for late fees.

Section 11.06 Changes in Ownership

The HAP contract cannot be assigned to a new owner without the prior written consent of HAGC. An owner under a HAP contract must notify HAGC in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by HAGC and be qualified to be an owner. Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that HAGC finds acceptable.

Section 11.07 Outreach to Owners Outside Areas of Low-Income or Minority Concentration

The Intake and Section 8 Departments continuously market Program utilization among property owners outside areas of low income and minority concentration, as determined by census data. The history of HAGC has proven that personal contact by HAGC staff results in the most meaningful marketing efforts. Further, staff involvement in community and county-based organizations helps strengthen and develop new connections with prospective owners. A comprehensive Owners Guide is available on HAGC's website which provides owners with information about the operation of the Program, required forms and resources for ease of participation. HAGC staff are readily available to owners, communicating by phone, email and in person to answer questions and encourage participation.

Owners are further encouraged to participate with the Social Serve website. HAGC staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for available units. At the time of the voucher issuance, HAGC provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school, employment, childcare availability, shopping and public transportation.

Article XII. Termination of Assistance

Grounds for mandatory and discretionary termination of a family's assistance by HAGC are discussed below. Termination of assistance to a participant may include any or all of the following: refusing to enter into a HAP contract or approving a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures. HAGC will not terminate based on a family's membership in a protected class. In determining grounds for termination of assistance, HAGC will utilize a Preponderance of the Evidence Standard. "Preponderance of the Evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, and that is evidence which as a whole shows that the facts sought to be proved is more probable than not. HAGC will consider the following facts and circumstances prior to making its decision: the seriousness of the case; the extent of participation or culpability of individual members; mitigating circumstances related to the disability of a family member; and the effects of termination of assistance on other family members who were not involved in the action or failure. This Article XII does not limit or affect the exercise of HAGC rights and remedies against the owner under the HAP contract, including termination, suspension or reduction of housing assistance payments, or termination of the HAP contract.

Section 12.01 Mandatory Termination of Assistance

HAGC must terminate assistance under the Programs if:

A. HAGC discovers that a member of an assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 25, 2001;

B. The SSN disclosure requirements are not met;

C. A family was evicted from housing assisted under the Program for serious violations of the lease;

D. Any family member fails to sign and submit required consent forms for obtaining information;

E. HAGC determines that a family member has knowingly permitted an individual ineligible for assistance to reside in the assisted unit;

F. Any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 *C.F.R.* §5.612;

G. The family no longer requires assistance such that the housing assistance payment is zero, the family's assistance will be terminated automatically one hundred, eighty (180) days after the last housing assistance payment;

H. The family requests that HAGC terminate housing assistance payments on behalf of the family. The request to terminate must be made in writing and signed by the head of household, co-head and spouse, if applicable; or

I. Death of a sole family member.

Section 12.02 Discretionary Termination of Assistance

HAGC may terminate assistance to a participant family if:

A. HAGC determines that any household member is currently engaged in any illegal use of a drug or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment or the premises by other residents;

B. HAGC determines that any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing;

C. HAGC determines that any household member has violated the family's obligation not to engage in any drug-related criminal activity;

D. HAGC determines that any household member has violated the family's obligation not to engage in violent criminal activity;

E. HAGC determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

F. The family violates any family obligations under a Program;

G. Any family member has been evicted from federally assisted housing in the last five (5) years;

H. If a PHA, including HAGC, has previously terminated assistance under a Program for any member of the family;

I. Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

J. The family owes rent or other amounts to HAGC or to another PHA in connection with Section 8 or public housing assistance under the Act;

K. The family has not reimbursed HAGC or any other PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

L. The family breaches an agreement with HAGC to pay amounts owed to HAGC, or amounts paid to an owner by HAGC;

M. If a family participating in the FSS Program fails to comply, without good cause, with the family's FSS contract of participation;

N. Any family member has engaged in or threatened abusive or violent behavior toward HAGC staff. Abusive or violent behavior includes verbal as well as physical abuse or violence. Threats include any oral or written threats or physical gestures that communicate the intent to abuse or commit violence;

O. Any family member violates HAGC's "One Strike You're Out" Policy;

P. Absence from the unit as described under HAGC's occupancy policies; or

Q. If HAGC determines, in accordance with HUD requirements, there is insufficient funds to support continued assistance for families in a Program.

Section 12.03 Alternatives to Termination of Assistance

As an alternative to termination of assistance, HAGC may:

A. Impose sanctions on a case-by-case basis; and/or

B. As a condition of continued assistance, impose conditions upon the family that must be satisfied to avoid termination of assistance. Conditions may include but are not limited to:

1. Change in household composition including the removal of any household members who participated in or were responsible for the action or failure;

2. Repayment of family debts owed to HAGC or to another PHA;

3. Continued monitoring including ongoing inspections or requirements to provide information and documents; and

4. Limiting the methods of communication the family may have with HAGC.

Section 12.04 Procedures for Termination

HAGC will provide written notice of the termination of assistance to the family and the owner when the family's assistance is to be terminated. The notice will include the date the termination will be effective, which will be at least thirty (30) calendar days following the date of notice of termination, except for death or the family vacating the unit. If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination will contain the necessary information about requesting a hearing.

Article XIII. Grievance Policy

The purpose of HAGC's Grievance Policy is to ensure that a decision to deny or terminate housing assistance complies with the regulations of HUD and administrative polices of HAGC. For further details, please consult HAGC's Grievance Policy.

Article XIV. Insufficient Funding

Section 14.01 Termination of HAP Contracts

HAGC may terminate HAP contracts if HAGC determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in a Program. If HAGC determines there is insufficient funding in a Program, prior to terminating any applicable HAP contracts, HAGC will determine if any other actions can be taken to reduce Program costs. If after implementing all reasonable cost savings measures there is insufficient funding to provide continued assistance for all current participants, then HAGC will terminate HAP contracts in accordance herewith as a last resort. Prior to terminating any HAP contracts, HAGC will inform the local HUD field office and Shortfall Prevention Team (SPT), as applicable. HAGC will terminate the minimum number of HAP contracts needed in order to reduce housing assistance payments to a level within HAGC's annual budget authority. If HAGC must terminate HAP contracts due to insufficient funding, HAGC will do so in accordance with the following: HAP contracts in place on behalf of Program participants who have been on the Program the longest by Program admission date will be the first HAP contracts terminated in the event of insufficient funding, excluding near-elderly, elderly, and disabled families. In the event that HAGC must terminate HAP contracts for near-elderly, elderly, and disabled families due to insufficient funding after terminating all other HAP contracts, HAGC shall terminate such HAP contracts in the following order: near-elderly, elderly, and disabled.

Section 14.02 Reinstatement of Terminated HAP Contracts

Upon funding availability and HAGC is no longer at risk of shortfall, HAGC shall offer to reinstate the HAP contracts of the participants terminated from a Program pursuant to the above Section in accordance with the following: terminated HAP contracts on behalf of Program participants who have been on the Program the shortest by Program admission date will be the first HAP contracts reinstated. In the event that HAGC terminated HAP contracts for near-elderly, elderly, and disabled families, such HAP contracts shall be reinstated before all other HAP contracts in the following order: disabled, elderly, and near-elderly. After all participants whose HAP contracts were terminated pursuant to the Section above have been offered reinstatement, HAGC shall then absorb all HAP contracts currently administered by HAGC. After absorbing currently administered HAP contracts, HAGC may then issue vouchers to new admissions. HAGC shall maintain a waitlist of Program participants whose vouchers were terminated for reinstatement in accordance herewith.

Section 14.03 Shortfall Funding

HAGC shall take reasonable cost savings measures as determined by HUD to be eligible for shortfall funding. Upon receiving notification that HUD's Shortfall Prevention Team (SPT) has identified a projected shortfall in HAGC's HCV Program or Mainstream Voucher Program, HAGC shall comply with all required actions outlined in all SPT notifications. Required actions include:

A. Immediately suspend the issuance of vouchers subject to the following exceptions:

1. Subject to Section 14.04, Vouchers issued to current tenant-based HCV participants to allow such participants to move.

2. Instances in which HAGC is leasing under the HUD-VASH Program up to the baseline level of units under all HUD-VASH allocations (not just recent allocations), including turnover of HUD-VASH vouchers. This exception is not applicable to the Mainstream Voucher HAP Set-aside.

3. Vouchers issued to applicants under Tenant Protection Vouchers (TPVs) or Special-Purpose Vouchers (SPV) increments awarded in calendar years identified by HUD Notice. This exception is not applicable to the Mainstream Voucher HAP Set-aside.

4. Stability vouchers awarded in calendar years identified by HUD Notice that have not yet leased for the first time. This exception is not applicable to the Mainstream Voucher HAP Set-aside.

5. HAGC may allow applicants to move into PBV units in order for HAGC to meet its contractual PBV obligations. This covers both units being placed under HAP contract for the first time (e.g., in accordance with an Agreement to Enter into a HAP Contract (AHAP) or a notice of selection under 24 CFR 983.51(f) for newly constructed or rehabilitated housing) and PBV units currently under HAP contract that are vacant. This includes PBV projects under Rental Assistance Demonstration (RAD), including HUD approved contractual obligations associated with Faircloth to RAD (Restore-Rebuild) projects.

6. Vouchers issued pursuant to the settlement of litigation ("Litigation Vouchers") against HAGC. HAGC must request approval to continue leasing Litigation Vouchers and submit supporting documentation. HUD will review and decide on a case-by-case basis using the supporting documentation received as the basis for the decision.

7. Vouchers awarded to HAGC under the Community Choice Demonstration.

8. Additional exceptions as approved by HUD on a case-by-case basis.

B. Immediately cease to absorb vouchers under the portability provisions unless otherwise instructed by the SPT.

C. Implement all other cost savings measures identified by the SPT in an Action Plan within the SPT's specified timeframes.

D. Apply for shortfall funding in accordance with the timeframe specified by the SPT.

HAGC may not issue vouchers or execute HAP contracts for families that do not meet any of the exceptions identified above, until advised by the SPT. This includes a prohibition against executing

a new AHAP commitment or notice of selection, unless the transaction was started prior to shortfall confirmation.

HUD reserves the right to further suspend leasing if necessary. HUD also reserves the right to require HAGC to rescind recently issued vouchers to be eligible for shortfall funding should HUD determine that such action is necessary or warranted. HAGC should not rescind previously issued vouchers unless required to do so by HUD.

HAGC must fully comply with the shortfall policies in any HUD Notice or superseding Notice, and the Action Plan. HUD may reject HAGC's shortfall funding application or may reduce or rescind a shortfall funding award if HAGC fails to comply with any of the requirements set forth herein. Furthermore, HUD may apply administrative fee sanctions to HAGC if HAGC does not comply with these requirements. HUD may require HAGC to fully cover the HAP costs for unallowable new admissions occurring after the SPT confirmed the shortfall and the Action Plan was in effect.

HAGC will continue to work with the SPT throughout the year in which there is an SPT confirmed shortfall to monitor HAGC's financial position and to implement cost savings measures outlined in the Action Plan, to decrease the possibility of an increased shortfall.

After receiving HAP Set-aside funds, HAGC shall maintain contact with the SPT to ensure all shortfall needs are met. Under circumstances in which HAGC does not initially qualify for shortfall funding due to an expected decrease in leasing by attrition, HAGC shall maintain contact with the local Field Office and the SPT if the attrition fails to resolve the shortfall.

Section 14.04 Denying Moves Due To Shortfall Funding

A. HAGC may only deny a request to move due to insufficient funding if all of the following apply:

    1. The move is to a higher cost unit (as defined in Subsection A(1) below) for moves within the Operating Jurisdiction or to a higher cost area (as defined in Subsection A(2) below) for portability moves.

        (a) *Higher cost area* is defined as a unit which requires a higher subsidy amount due to an increase in the gross rent for the new unit. HAGC may not deny requests to move due to insufficient funding if the subsidy for the new unit is equal to or less than the current subsidy being paid for the family.

        (b) *Higher cost area* is defined as an area where HAGC would have to pay a higher subsidy amount due to higher payment standards or more generous subsidy standards of the receiving PHA (e.g., the receiving PHA issues a 3-bedroom voucher to a family that received a 2-bedroom voucher from HAGC). HAGC may not deny requests to move due to insufficient funding if the area the family has selected is not a higher cost area.

2. For portability moves only, the receiving PHA is not absorbing the voucher. HAGC may not deny a family request to move under portability if the receiving PHA has confirmed that the receiving PHA will absorb the family into the receiving PHA's program.

3. HAGC would be unable to avoid termination of current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments.

HAGC shall not deny a move for families moving within the Operating Jurisdiction (even if the new unit is a higher cost unit) if the family must move from their current unit (e.g., the unit failed NSPIRE, the owner failed to renew the lease, etc.). If the family is moving under portability, HAGC may deny the move under these circumstances if the family is moving to a higher cost area under portability and the receiving PHA is not absorbing the family into the receiving PHA's program.

B. Determining Whether There Is Sufficient Funding; HUD Notification

In projecting whether there is sufficient funding available for the remainder of the calendar year, HAGC may make reasonable estimates to factor in conditions such as pending rent increases that would affect the subsidy and the attrition rate for families leaving the program. HAGC may not include projected costs for vouchers issued to families from the waiting list but not yet leased as part of this analysis. Vouchers issued to those on the waiting list cannot be considered an expense for purposes of determining whether to deny a move due to insufficient funding until such time that HAP contracts are executed and HAGC is legally obligated to make HAP payments. HAGC may consider any reported changes in the family's income or composition that may result in a decreased subsidy amount.

HAGC is required to provide written notification to the local PIH field office within ten (10) business days of the date on which HAGC determines it is necessary to deny family moves due to insufficient funding. Only one notification per calendar year is required and must include the following:

1. A financial analysis that demonstrates insufficient funds are projected to meet the current calendar year projection of expenses.

2. A statement certifying that HAGC has ceased issuing vouchers and will not admit families from HAGC's waiting list while the limitation on moves is in place.

3. Section 14.04 of this Plan which provides for how HAGC will address families who have been denied moves.

PHAs do not need prior HUD approval to deny a family move for insufficient funding.

C. Notification of Denied Moves; When Funding Becomes Available After Denial

1. HAGC shall notify families of any move denied due to insufficient funding, and inform families of HAGC's policy regarding such denial (Section 14.04 of this Plan), via written notice to the family at the time the move is denied by HAGC.

2. Denied requests shall be waitlisted in order of the date such requests are received by HAGC for reconsideration upon HAGC's determination that there is no longer insufficient funding, i.e., that funds are available for the move requests. Waitlisted families will be notified in waitlist order via written notice from HAGC when funds become available as determined by HAGC.

D. Rescission of Approved Move Requests

If HAGC approves a family's request to move and then subsequently experiences a funding shortfall, HAGC may only rescind the voucher if the family would be allowed to remain in its current unit. If the family cannot remain in the unit (e.g., family has already vacated the unit or family has already notified the owner of their intent to vacate, and the owner has re-let the unit to another family) HAGC shall not rescind the voucher. The family must be allowed to lease a new unit. This requirement applies to moves within HAGC's jurisdiction and to portability moves.

Article XV. Project-Based Vouchers

Project-Based Vouchers shall be governed by the provisions contained within federal regulations, 24 *C.F.R.* Part 983. Upon the designation of Section 8 Housing Choice Vouchers as project-based, HAGC may enter into project-based HAP contracts with landlords of existing dwelling units. This Plan shall also govern Project-Based Vouchers, except where noted below. Further, the following provisions of the HCV Program do not apply to the PBV Program: Provisions on issuance or use of a voucher; provisions on portability; provisions on shared housing, manufactured home space rental, and homeownership option.

Section 15.01 Site Selection

A developer seeking PBVs for a proposed project shall submit a written report to HAGC detailing how the proposed project satisfies or supports the required determinations by HAGC regarding site selection in accordance with Subsections A through C above, as applicable.

A. HAGC shall not select a project or proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an Agreement or HAP contract for units on the site, unless HAGC has determined that:

1. Project-based assistance for housing at the selected site is consistent with and promotes the goal of deconcentrating poverty and expanding housing and economic opportunities. To make such determination, HAGC shall consider the following:

(a) Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

(b) Whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;

(c) Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;

(d) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;

(e) Whether new market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;

(f) If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, HAGC shall consider whether in the past five years there has been an overall decline in the poverty rate; and

(g) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.

2. The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d(4)) and HUD's implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-3629) and HUD's implementing regulations at 24 CFR parts 100 through 199; Executive Order 11063 (27 FR 11527; 3 CFR, 1959-1963 Comp., p. 652) and HUD's implementing regulations at 24 CFR part 107. The site must also be suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12131-12134) and implementing regulations (28 CFR part 35), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's implementing regulations at 24 CFR part 8, including meeting the Section 504 site selection requirements described in 24 CFR 8.4(b)(5).

3. The site and neighborhood is reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, that could affect the health or safety of the project occupants, such as dangerous walks or steps; contamination; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

B. In addition to the requirements set forth under Subsection A above, proposed newly constructed housing shall meet the site and neighborhood standards under 24 CFR 983.55(d), as amended.

C. In addition to the requirements set forth under Subsection A above, proposed existing and rehabilitated housing shall meet the site and neighborhood standards under 24 CFR 983.55(e), as amended.

Section 15.02 Tenant Selection

HAGC shall maintain a separate waiting list for both tenant-based assistance and PBV assistance. For each project, HAGC will maintain a separate waiting list for each bedroom size of project-based units available. All admissions into the PBV Program shall be in accordance with the income targeting requirements. HAGC shall monitor the targeting requirements of the tenant-based and project-based Section 8 HCV Programs jointly in accordance with this Plan. HAGC does not screen applicants for family behavior or suitability for tenancy.

A. Camp Salute

In order to be eligible to reside at Camp Salute located in Clayton NJ, applicants must be United States Veterans who possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than "dishonorable" or their surviving spouses, including family members who are the primary residential caregivers to such veterans and who are residing with them. A local residency preference will be given to Camp Salute applicants whose head, co-head, or spouse reside or work in, or are hired to work in, the Operating Jurisdiction. See Section 3.07 of this Plan for applicable local preference points for eligible applicants.

B. Residence at South College Drive

The Residence at South College Drive (RSCD) is a twenty-four (24) unit special needs housing development located on the Rowan College of South Jersey (RCSJ) campus in Deptford Township NJ. In order to be eligible to reside at RSCD, applicants must be able to reside independently and meet the following definition of a developmentally or intellectually disabled adult:

> An individual over the age of 18 years who has a disability and is eligible for special education services under IDEA (Individuals with Disabilities Education Act) in accordance with §§300.304 through 300.311 as having an intellectual disability, a hearing impairment (including deafness), a speech or language impairment, a visual impairment (including blindness), a serious emotional disturbance (referred to in this part as "emotional disturbance"), an orthopedic impairment, autism, traumatic brain injury, other health impairment, a specific learning disability, deaf-blindness, or multiple disabilities, and who, by reason thereof, needs special education and related services; however, an Individualized Education Plan (IEP) shall not be required.

Applicants must receive a referral from RCSJ's Special Services Department, evidencing such project eligibility requirements. To obtain the required referral, please contact the RCSJ Special Services Department at RSCD@rcsj.edu. Said referral is required as part of the pre-application requirements under Section 3.02 of this Plan. A local residency preference will be given to RSCD applicants whose head, co-head, or spouse reside or work in, or are hired to work in, the Operating Jurisdiction. A special needs preference will be given to RSCD applicants who are a current participant, or former graduate, of the RCSJ Adult Center for Transition (ACT) or Schools for Neurodiversity at Gloucester County Special Services School District. All RCSJ PBV applications shall be filed electronically. See Section 3.07 of this Plan for applicable local preference points for eligible applicants.

Section 15.03 Information for Accepted Families

When a family accepts an offer for PBV assistance, HAGC must give the family an oral briefing and an information packet. The oral briefing will include information on how the Program works, the family responsibilities and the owner responsibilities. The information packet must contain information on how the total tenant payment for the family is determined, the family obligations under the Program and applicable fair housing information.

See Section 7.02 of this Plan on the application of remote oral briefings which shall be fully applicable to the PBV Program.

Section 15.04 Unit Inspections and NSPIRE

HAGC shall apply NSPIRE standards to all inspections performed at units under a project-based HAP contract. All units shall be inspected at least biennially and at the special request of the assisted tenant and/or landlord. HAGC shall enforce the owner's obligation to maintain contract units in accordance with NSPIRE. HAGC may not make any housing assistance payment to the owner for a contract unit covering any period during which the contract unit does not comply with NSPIRE.

See Section 10.10 of this Plan on the application of Remote Video Inspections which shall be fully applicable to the PBV Program.

Section 15.05 Vacant Units

HAGC may approve vacancy payments to a landlord for project-based units under contract for a maximum of sixty (60) days. HAGC will only make such payments, upon the written request of the owner. The written request must contain sufficient documentation which proves the vacancy is not the fault of the owner, and that the owner has taken every reasonable step to minimize the extent and likelihood of vacancies.

Section 15.06 Family Choice to Move with Continued Assistance (Choice Mobility)

The HAP contract will provide that a family may move out of the project-based unit after twelve (12) months. HAGC will offer the family available tenant-based rental assistance under the HCV Program if, after the first twelve (12) months, the family moves in good standing. However, HAGC may not issue tenant-based vouchers targeted for special purposes unless the family meets the criteria for such vouchers. If the family terminates the assisted lease before the end of one year, the family forfeits the opportunity for continued tenant-based assistance.

Section 15.07 HAP Contract Terms & Rents

HAGC will enter into HAP contracts with landlords for a term of up to twenty (20) years, subject to the availability of appropriations and future availability of funding in accordance with the consolidated ACC. HAGC will only approve gross rents that do not exceed one hundred, five percent (105%) of the Fair Market Rent as most recently determined by HUD and are reasonable in comparison with rents charged for comparable units in the private unassisted market.

Section 15.08 HAP Contract Rent Increases

An owner may receive an increase in rent to owner during the term of a HAP contract. Any such increase shall go into effect at the annual anniversary of the HAP contract. A rent increase may

occur through automatic adjustment by an operating cost adjustment factor (OCAF) or as the result of an owner request for such an increase. Owner rent increase requests shall be determined by HAGC pursuant to 24 CFR 983.301(b) or (c), as applicable. Owners who wish to receive an increase in rent to owner shall request such an increase by submitting to HAGC a completed *Request for Rent Increase Form*, a copy of which is attached to this Plan as Attachment VII, no later than sixty (60) days prior to the annual anniversary of the HAP contract. See the *Request for Rent Increase Form* for further instructions. HAGC may not approve and the owner may not receive any increase in rent to owner until and unless the owner has complied with all requirements of the HAP contract. Whenever an increase in rent to owner is approved by HAGC, HAGC shall provide written notice to the owner specifying the amount of the rent increase. HAGC's notice of rent increase constitutes an amendment of the rent to owner specified in the HAP contract.

Section 15.09 Family Occupancy of Wrong-Size or Accessible Unit

HAGC's subsidy standards determine the appropriate unit size based upon the family size and composition. If HAGC determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, HAGC must promptly notify the family and the owner of this determination, and of HAGC's offer of continued assistance in the form of project-based voucher assistance in an appropriate-size unit (in the same project or in another project); or if not available tenant-based rental assistance under the HCV Program.

Article XVI. Homeownership Option

Section 16.01 Objectives

The homeownership option will be used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under the homeownership option may be a newly admitted or existing participant in the HCV Program.

Section 16.02 Forms of Homeownership Assistance

HAGC may provide one of two forms of homeownership assistance for a family: (1) Monthly homeownership assistance payments; or (2) A single down-payment assistance grant only as a reasonable accommodation to a person with disabilities in accordance with federal regulations. A family may only receive one form of homeownership assistance. Accordingly, a family that includes a person who was an adult member of a family that previously received either of the two forms of homeownership assistance may not receive the other form of homeownership assistance from any PHA. It is the sole responsibility of HAGC to determine whether it is reasonable to implement a Homeownership Program as a reasonable accommodation. HAGC will determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. HAGC may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where HAGC has otherwise opted not to implement a Homeownership Program. The family chooses whether to participate in the homeownership option if offered by HAGC. HAGC must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities in accordance with federal regulations.

Section 16.03 Participation in Homeownership

HAGC must have the capacity to operate a successful Section 8 Homeownership Program. HAGC has the required capacity if it satisfies either one of the following:

A. HAGC establishes a minimum homeowner down payment requirement of at least three percent (3%) of the purchase price for participation in its Section 8 Homeownership Program, and requires that at least one percent (1%) of the purchase price comes from the family's personal resources;

B. HAGC requires that financing for purchase of a home under its Section 8 Homeownership Program:

   1. Be provided, insured, or guaranteed by the state or federal government;

   2. Comply with secondary mortgage market underwriting requirements; or

   3. Comply with generally accepted private sector underwriting standards; or

C. HAGC otherwise demonstrates in its Annual Plan that it has the capacity, or will acquire the capacity, to successfully operate a Section 8 Homeownership Program.

Section 16.04 Family Eligibility

A. Initial Requirements

Before commencing homeownership assistance for a family, HAGC must determine that all of the following initial requirements have been satisfied:

1. The family is qualified to receive homeownership assistance;

2. The unit is eligible; and

3. The family has satisfactorily completed the HAGC program of required pre-assistance homeownership counseling.

HAGC is responsible for complying with the authority listed in 24 *C.F.R.* §58.6 requiring the purchaser to obtain and maintain flood insurance if necessary. HAGC may not provide assistance for a family unless it determines the family satisfies all the additional requirements listed below at commencement of Homeownership assistance.

B. Family Qualifications

1. The family must be a current participant or newly admitted participant in the HCV Program;

2. The family must be a "first-time homebuyer;"

3. The family must satisfy the minimum income requirements;

4. The family must satisfy the employment requirements;

5. The family must not have defaulted on a mortgage securing debt to purchase a home under the homeownership option;

6. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home;

7. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered into a contract of sale in accordance with federal regulations regarding homeownership assistance;

8. The family also satisfies the following initial requirements established by HAGC:

   (a) The family must have a down payment of at least three percent (3%) of the purchase price of the home. At least one percent (1%) of the purchase price must come from the family's personal resources;

   (b) The family must obtain financing that is provided, insured, or guaranteed by the state or federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards; or

   (c) The family must meet the other requirements as described below.

C. First Time Home Ownership Requirements

At commencement of Homeownership Assistance for the family, the family must be any of the following:

1. A first-time homeowner;

2. A cooperative member; or

3. A family of which a family member is a person with disabilities, and use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person, in accordance with federal regulations.

D. Income Requirements

1. Upon commencement of monthly homeownership assistance payments for the family, or at the time of a down payment assistance grant for the family, the family must demonstrate that the annual income, as determined by HAGC in accordance with 24 *C.F.R.* §5.609 of the federal regulations of the adult family members who will own the home at commencement of homeownership assistance is not less than:

   (a) In the case of a disabled family, as described in 24 *C.F.R.* §5.403(b) of the federal regulations, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying the individual's share of food and housing costs) multiplied by twelve (12); or

   (b) In the case of other families, the federal minimum wage multiplied by two thousand (2,000) hours.

2. Except in the case of an elderly family or a disabled family, HAGC shall not count any welfare assistance received by the family in determining annual income under this Section. The disregard of welfare assistance income only affects the determination of

minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this Section, but does not affect:

(a) The determination of income-eligibility for admission to the HCV Program;

(b) Calculation of the amount of the family's total tenant payment (gross monthly contribution); or

(c) Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly or disabled family, HAGC shall include welfare assistance for the adult family members who will own the home in determining if the family meets the minimum requirement.

3. HAGC elects not to establish a minimum income standard that is higher than those required in paragraph C(1)(a) and (b) above.

E. Employment Requirements

1. Except as provided in paragraph (2) below, the family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

(a) Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of thirty (30) hours per week); and

(b) Has been continuously so employed during the year before commencement of homeownership assistance for the family.

2. HAGC shall have discretion to determine whether and to what extent interruptions are considered to break continuity of employment during the year. HAGC may count successive employment during the year. HAGC may count self-employment in a business. HAGC shall make determinations regarding continuous employment on a case-by-case basis.

3. The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, HAGC shall grant an exemption from the employment requirement if HAGC determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 *C.F.R.* Part 8.

F. Other Requirements

1. HAGC will not approve assistance if any member has previously defaulted on a mortgage under the HCV homeownership option.

2. HAGC shall provide a preference to families participating in the FSS Program, however, shall not limit the participation to such families.

3. HAGC shall require all eligible families satisfactorily complete budget and credit counseling. Additionally, eligible families must repair their credit when determined necessary by HAGC, before participating in the homeownership option. The family must be able to qualify for a mortgage.

4. Eligible families must attend and satisfactorily complete pre-assistance homeownership counseling.

5. The budget, credit, and pre-assistance counseling shall be provided by a HUD-approved agency or will be consistent with the homeownership counseling provided under HUD's Housing Counseling Program.

G. Disqualifying Factors

HAGC will not commence homeownership assistance for a family that includes an individual who was an adult member of a family at the time when such family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the home.

H. Home Search

HAGC will allow the family to search for a suitable home for sixty (60) days. Upon a written request from the family, HAGC may allow for an additional sixty (60) days under the following circumstances:

1. The request must be received by HAGC prior to the expiration date of the initial sixty (60) days;

2. HAGC shall require a written progress report on the family's progress in finding and purchasing a home after thirty (30) days and each thirty (30) days thereafter; and

3. If the family is unable to purchase a home within the maximum time established (one hundred, twenty (120) days) HAGC will issue the family a voucher.

Section 16.05 Unit Eligibility

A. HAGC must determine that the unit satisfies all of the following requirements

1. The unit is eligible;

2. The unit is either under construction or already exists at the time the family enters into the contract of sale;

3. The unit is either a one-unit property (including a manufactured home) or a single dwelling unit in a cooperative or condominium;

4. The unit has been inspected by an HAGC inspector and by an independent inspector designated by the family; and

5. The unit satisfies NSPIRE.

B. Purchase of home where family will not own fee title to the real property

Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:

1. The home is located on a permanent foundation; and

2. The family has the right to occupy the home site for at least forty (40) years.

C. HAGC disapproval of seller

HAGC will not commence homeownership assistance for occupancy of a home if HAGC has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation under Title 24 of the *C.F.R.*

D. HAGC–owned units

Homeownership assistance may be provided for the purchase of a unit that is owned by HAGC that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by HAGC), only if all of the following conditions are satisfied:

1. HAGC must inform the family, bother orally and in writing that the family has the right to purchase any eligible unit and an HAGC owned unit is freely selected by the family without HAGC pressure or steering;

2. The unit is not ineligible housing; and

3. HAGC must obtain the services of an independent agency in an accordance with 24 *C.F.R.* 982.352 (b)(1)(iv)(B) and (C), to perform the following HAGC functions:

   (i) Inspection of the unit for compliance with NSPIRE;

(ii) Review of independent inspection report, in accordance with 24 *C.F.R.* 982.631(b)(4);

(iii) Review of contract of sale, in accordance with 24 *C.F.R.* 982.631(c); and

(iv) Determination of the reasonableness of the sales price and HAGC provided financing, in accordance with 24 *C.F.R.* 982.632 and other supplementary guidance established by HUD.

Section 16.06 Home Inspections

HAGC may not commence monthly homeownership assistance payments or provide a down payment assistance grant (as a reasonable accommodation) for the family until HAGC has inspected the unit and has determined that the unit passes NSPIRE. HAGC elects to perform NSPIRE inspections for the term of the homeownership assistance on an as needed basis, but not less than annually.

Independent Inspection

A. The unit must also be inspected by an independent professional inspector selected by and paid for by the family.

B. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

C. HAGC may not require the family to use an independent inspector selected by HAGC. The independent inspector may not be an HAGC employee or contractor, or other person under control of HAGC. However, HAGC will require the inspector to be a licensed home inspector in the State of NJ.

D. The independent inspector must provide a copy of the inspection report both to the family and to HAGC. HAGC may not commence monthly homeownership assistance payments or provide a down payment assistance grant for the family, until HAGC has reviewed the inspection report of the independent inspector.

Section 16.07 Contract of Sale

A. Before commencement of monthly homeownership assistance payments or receipt of a down-payment assistance grant (when permitted as a reasonable accommodation to a person with disabilities), a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give HAGC a copy of the contract of sale.

B. The contract of sale must:

1. Specify the price and other terms of the sale by the seller to the purchaser;

2. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;

3. Provide that the purchaser is not obligated to purchase the unit unless the inspection is not satisfactory to the purchaser;

4. Provide that the purchaser is not obligated to pay for any necessary repairs; and

5. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under Title 24 of the *C.F.R.*

Section 16.08 Disapproval of Seller

In accordance with 24 *C.F.R.* 982.631(d), HAGC may deny approval of a seller for any reason provided for disapproval of an owner in 24 *C.F.R.* §982.306(c).

A. HAGC must not approve a contract of sale if HAGC has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 *C.F.R.* Part 24.

B. When directed by HUD, HAGC must not approve a contract of sale if:

   1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or

   2. A court or administrative agency has determined that the seller violated the Fair Housing Act or other federal equal opportunity requirements.

C. HAGC may deny approval to sell a unit from a seller for any of the following reasons:

   1. The seller has violated obligations under a HAP contract under Section 8 of the Act;

   2. The seller has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

   3. The seller has engaged in any drug-related criminal activity or any violent criminal activity;

   4. The seller has a history or practice of non-compliance with NSPIRE for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program; or

5. The seller has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

   (a) Threatens the right to peaceful enjoyment of the premises by other residents;

   (b) Threatens the health or safety of other residents, of employees of HAGC, or of seller employees or other persons engaged in the management of housing;

   (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

   (d) Is drug-related criminal activity or violent criminal activity; or meet state or local housing codes; or e. The seller has not paid state or local real estate taxes, fines, or assessments.

D. HAGC must not approve a unit if the seller is the parent, child, grandparent, grandchild, sister or brother of any member of the family; unless HAGC determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against HAGC approval of a unit applies at the time the family initially receives monthly homeownership assistance or a down-payment assistance grant for the purchase of a particular unit.

E. Nothing in this Section is intended to give any seller any right to participate in the program.

F. For the purposes of this Section, "seller" includes a principal or other interested party.

Section 16.09 Financing Purchase of Home

A. The family is responsible for obtaining financing. HAGC will develop partnerships with lenders and provide guidance to the family but will not require a specific lender.

B. HAGC will approve the lenders/financing on a case-by-case basis. HAGC will review the lender qualifications and the loan terms before authorizing homeownership assistance. HAGC may disapprove of the proposed financing if it determines that the debt is unaffordable, or if HAGC determines that the lender or loan terms do not meet HAGC's qualifications.

C. HAGC shall prohibit the following types of financing:

   1. Seller financing; and

   2. Balloon payment mortgages.

Section 16.10 Distribution of Homeownership Assistance Payment

A. Amount of monthly homeownership assistance payment

While the family is residing in the home, HAGC shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

1. The payment standards minus the total tenant payment; or

2. The family's monthly homeownership expenses minus the total tenant payment.

B. Payment Standard for family

1. The payment standard for a family is the lower of:

   (a) The payment standard for the family unit size; or

   (b) The payment standard for the size of the home.

2. If the home is located in an exception payment standard area, HAGC must use the appropriate payment standard for the exception payment standard area.

3. The payment standard for a family is the greater of:

   (a) The payment standard (as determined in accordance with B(1) and B(2) of this Section at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home; or

   (b) HAGC must use the same payment standard schedule, payment standard amounts, and subsidy standards pursuant to 24 *C.F.R.* §982.402 and §982.503 for the homeownership option as for the HCV Program.

C. Determination of homeownership expenses

1. Monthly mortgage (principal plus interest).

2. Monthly real estate taxes and public assessments on the home (annual amount divided by twelve (12) months).

3. Monthly utilities for water and sewer based on HAGC's Utility Allowance Worksheet (utilities shall not include telephone or cable expenses).

4. Monthly homeowners insurance (annual premium divided by twelve (12) months).

5. Cooperative or condominium fees that are not elective (for example a pool membership is not included).

6. HAGC allowance for maintenance expenses.

7. HAGC allowance for major repairs and replacements.

8. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if HAGC determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with 24 *C.F.R.* Part 8.

D. Homeownership expenses for a cooperative member may only include amounts allowed by HAGC to cover:

1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

3. Home insurance;

4. The HAGC allowance for maintenance expenses;

5. The HAGC allowance for costs of major repairs and replacements;

6. The HAGC utility allowance for the home;

7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if HAGC determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with 24 *C.F.R.* Part 8; and

8. Land lease payments where a family does not own fee title to the real property on which the home is located.

E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

F. Payment to lender or family. HAGC must pay the homeownership assistance payments as follows:

1. HAGC shall make monthly payments either directly to the assisted family or directly to the lender as determined on a case-by-case basis in order to comply with the underwriting requirements of the family's mortgage.

2. HAGC shall require the family to provide documentation from the mortgage company that the monthly mortgage amount is paid. Such requests shall be from time to time as determined necessary by the Executive Director, or designee.

3. Should the family not cooperate with HAGC's requests; the family may be subject to termination from the HCV Program.

4. In cases where the monthly homeownership assistance is paid directly to the family, if the family is not making their mortgage payment in a timely manner, HAGC reserves the right to send homeownership assistance payments, for the respective family, directly to the mortgage company.

G. Automatic termination of homeownership assistance. Homeownership assistance for a family terminates automatically after one hundred, eighty (180) calendar days after the last homeownership assistance payment on behalf of the family.

Section 16.11 Down Payment Assistance Grants

A. General. HAGC may provide a single down payment assistance grant for a family with a disabled family member that has received tenant-based or project-based rental assistance in the HCV Program only in those cases where a down-payment assistance grant would result in a reasonable accommodation.

B. The down payment assistance grant must be applied toward the down payment required in connection with the purchase of the home and/or reasonable and customary closing costs in connection with the purchase of the home.

C. HAGC shall not permit the down payment grant to be applied to closing costs.

D. Maximum down payment grant. A down payment assistance grant may not exceed twelve times the difference between the payment standard and the total tenant payment.

E. Payment of down payment grant. The down payment assistance grant shall be paid at the closing of the family's purchase of the home.

F. Administrative fee. For each down payment assistance grant made by HAGC, HUD will pay HAGC a one-time administrative fee.

G. Return to tenant-based assistance. A family that has received a down-payment assistance grant may apply for and receive tenant-based rental assistance, in accordance with Program requirements and HAGC's policies. However, HAGC may not commence tenant-based rental assistance for occupancy of the new unit so long as any member of the family owns any title or other interest in the home purchased with homeownership assistance. Further, eighteen (18) months must have passed since the family's receipt of the down-payment assistance grant.

H. Implementation of down payment assistance grants. HAGC may not offer down payment assistance under this paragraph until HUD publishes a notice in the Federal Register.

Section 16.12 Family Obligations

A. In order to remain eligible for continued assistance, the family must:

1. Occupy the home as the family's sole residence;

2. Comply with mortgage terms;

3. Report changes in family composition to HAGC;

4. Comply with the family obligations of the HCV Program;

5. Supply information as required by HAGC concerning refinancing or payment of debt; sale or transfer of any interest in the home; or homeownership expenses;

6. Notify HAGC before moving out of the home and of any mortgage default;

7. Comply with any additional HAGC requirements, such as ongoing counseling and NSPIRE inspections; and

8. Execute a written statement that the family agrees to comply with all family obligations for homeownership assistance.

B. A family must not:

1. Sublet or lease the home; or

2. Acquire ownership interest in a second residence or any other residential property.

Section 16.13 Move with Continued Assistance

The family may move with continued assistance (homeownership or rental) provided that the family is in good standing. HAGC will not commence continued assistance of a new unit if any family member owns title or any other interest in the prior home. HAGC shall only approve one move during any one-year period. For continuation of assistance in a new unit, the family must

meet all initial eligibility requirements except for the first-time homeowner requirement. HAGC will determine on a case-by-case basis if additional counseling is required.

Section 16.14 Time Limits

If the initial mortgage is twenty (20) years or more, the maximum term of homeownership assistance is fifteen (15) years. In all other cases, the term shall be ten (10) years. The time limits do not apply to families that qualified as elderly at the start of the homeownership assistance or to families that qualify as disabled at any time during the homeownership assistance. Should the family cease to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date the assistance commenced. In no case shall the assistance be less than six (6) months from the date of initial purchase. Time limits shall be applied from the date of initial purchase, regardless of whether the family moves to a new unit.

Section 16.15 Denial or Terminations

The common terms of denial or termination of the HCV Program, which includes the homeownership option, are described in Article V. In the event of a mortgage default HAGC must terminate assistance and not allow the family to move with continued assistance, including rental assistance.

Article XVII. Charges to the Administrative Fee Reserve

In no event shall amounts be charged to the Section 8 Net Restricted Assets account (also referred to as the Administrative Fee Equity Account) without formal approval from the Board of Commissioners through Board Resolution. In the event HUD will not provide funding for units under lease in excess of the consolidated ACC, HAGC must identify funds to pay for such units and may only do so by formal approval from the Board of Commissioners through Board Resolution. Should funds not be available to pay for over-leased units, HAGC may have to terminate rental assistance contracts. Such contracts will be selected by determining the clients who are relying on Section 8 assistance the least. The action to determinate assistance for over-leased units may only be done by formal approval from the Board of Commissioners through Board Resolution.

ATTACHMENT I

Housing Authority of Gloucester County

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability:

This Violence Against Women Act Policy ("Policy") implements the requirements of the 2013 reauthorization of the Violence Against Women Act (VAWA) which applies for all victims of domestic violence, dating violence, sexual assault or stalking regardless of sex, gender identity or sexual orientation. This Policy shall be applied consistently with all nondiscrimination and fair housing requirements. This Policy covers all applicants and tenants of HUD-covered programs. Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of federal, state or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

This Policy shall be implemented in accordance with 24 *C.F.R.* Part 5, Subpart L, Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking as well as various subparts of 24 *C.F.R.* Parts 200, 247, 880, 882, 883, 884, 886 and 891, HUD-Notice H 2017-05 and any other HUD subsequent applicable Notices.

II. Goals and Objectives:

This Policy has the following principal goals and objectives:

A. Maintaining compliance, including training of appropriate staff managing HAGC's properties and programs, with all applicable legal requirements imposed by VAWA;

B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault or stalking who are assisted by HAGC;

C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault or stalking;

D. Cooperating, with others, by sharing information and maintaining collaborative arrangements between HAGC, law enforcement authorities, victim services providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault or stalking, who are assisted by HAGC; and

E. Responding in accordance with HAGC policies and procedures to incidents of domestic violence, dating violence, sexual assault or stalking, affecting individuals assisted by HAGC.

III. Definitions:

HAGC shall implement all definitions as established in 24 *C.F.R.* §5.2003.

IV. Admissions and Screening:

Non-Denial of Assistance. HAGC will not deny admission to an applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is otherwise qualified for admission. Further, HAGC will not deny admission based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

Also, if an applicant or an affiliated individual of the applicant is or has been the victim of domestic violence, dating violence, sexual assault or stalking by a member of the household or any guest, the applicant may not be denied rental assistance or occupancy rights with HAGC solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault or stalking.

V. Termination of Tenancy or Assistance:

A. VAWA Protections. Under VAWA, specific protections, which will be observed by HAGC:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. Tenancy or assistance will not be terminated by HAGC on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, HAGC will not terminate tenancy or participation based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

   (a) Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, HAGC shall not apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than that applied to other tenants.

(b) Nothing contained in this Policy shall be construed to limit HAGC's ability to evict or terminate from assistance any tenant or lawful applicant if HAGC as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance. In order to demonstrate an actual or imminent threat, HAGC must have objective evidence of words, gestures, actions or other indicators of such threats. Any eviction or termination of assistance, predicated on this basis should be utilized by HAGC only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

B. Removal of Perpetrator. Further, notwithstanding the above or federal, state or local law to the contrary, HAGC may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HAGC. In the event of lease bifurcation, remaining family members must meet statutory requirements for housing assistance.

VI. Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking:

A. Requirement for Verification. HAGC shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HAGC. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished by providing to HAGC one of the following types of documentation:

1. Form HUD-5382;

2. A document signed by the claimant and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the claimant has sought assistance relating to domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse. The document must specify, under penalty of perjury (28 *U.S.C.* 1746), that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault" or "stalking" in HUD's regulations at 24 *C.F.R.* §5.2003;

3. A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident or incidents of domestic violence, dating violence, sexual assault or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others; or

4. At the discretion of HAGC, a statement or other evidence provided by the applicant or tenant.

HAGC may ask for clarification or additional information in order to make an objectively reasonable determination of whether the adverse factor is a direct result of the applicant or tenant having been a victim.

B. Time Allowed to Provide Verification/Failure to Provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by HAGC to provide verification, must provide such verification within fourteen (14) business days (i.e., fourteen (14) calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. HAGC may grant an extension during which no adverse action can be taken. Failure to provide verification in proper form within such time will result in loss of protection under VAWA and this Policy against a proposed adverse action.

C. Acceptance of Verbal Statement. HAGC may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, or designee, and generally in such cases where HAGC is otherwise aware of the abuse and encouraged the victim to request VAWA protections. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

D. Request for Third-Party Documentation of Victim Status. HAGC will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking and the information in one person's documentation conflicts with the information in another person's documentation or submitted documentation contains information that conflicts with existing information already available to HAGC. When evicting or terminating one household member, HAGC shall follow family break up polices and the HAGC's Grievance Policy.

VII. Confidentiality:

A. Right of Confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to HAGC in connection with a verification required by this Policy or provided in lieu of such

verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: 1. requested or consented to by the individual in writing; or 2. required for use in eviction proceedings or in connection with termination of assistance, as permitted under VAWA; or 3. otherwise required by applicable law. HAGC will take reasonable precautions to avoid inadvertent disclosures via mail or voicemail and conduct the exchange of confidential information in person with the victim. All VAWA correspondence shall be secured to maintain confidentiality separate from the tenant file.

B. Notification of Rights. HAGC shall provide the *Notice of Occupancy Rights under the Violence Against Women Act* (Form HUD 5380) and *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (Form HUD 5382) at the following times: to applicants with denial of assistance; at move in; with notice of eviction or termination of assistance; to each household during the annual recertification; and any other time when the HUD-5382 is supplied.

VIII. Court Orders/Family Break-up:

A. Court orders. It is HAGC's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HAGC. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

IX. Relationships with Service Providers:

It is the policy of HAGC to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence, dating violence, sexual assault or stalking. If HAGC staff becomes aware that an individual assisted by HAGC is a victim of domestic violence, dating violence, sexual assault or stalking, HAGC will refer the victim to such providers of shelter or services as appropriate.

Housing Authority of Gloucester County

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Emergency Transfers

The Housing Authority of Gloucester County (HAGC) 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)[1], HAGC 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[2]. The ability of HAGC 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 HAGC 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 ensures HAGC's federally assisted housing programs are 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 *C.F.R.* 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. 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.

[1] 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.

[2] 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.

Priority For Tenants/Applicants who Qualify for Internal and External Transfers

HAGC does not maintain a waiting list preference for VAWA victims. However, Tenants who qualify for Internal and External transfers shall be entitled to a waiting list priority. VAWA admission preferences shall not supersede usual eligibility criteria.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify HAGC's management office and submit a written request for a transfer within HAGC. HAGC will 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 HAGC'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.

HAGC shall retain records of all emergency transfer requests and their outcomes for three (3) years or for a period of time as specified in the program regulations.

Confidentiality

HAGC will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HAGC 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. Information shall not be entered into shared databases. See the *Notice of Occupancy Rights under the Violence Against Women Act* (Form HUD-5380) for more information about HAGC'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

HAGC cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, tenants shall be permitted to make an internal emergency transfer under VAWA when a safe unit is immediately available and such transfers shall be given priority as an emergency transfer request. HAGC will 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. HAGC may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If, after a reasonable time, HAGC has no safe and available units for which a tenant who needs an emergency transfer is eligible, HAGC will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This shall be deemed an "External Emergency Transfer", meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. At the tenant's request, HAGC 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.

Tenants with tenant-based rental assistance shall be issued a voucher to move with continued tenant-based assistance.

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.

Please see local organizations offering assistance to victims of domestic violence, dating violence, sexual assault or stalking.

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**
  www.centerffs.org
  serv@centerffs.org
  1-866-295-SERV (7378)
  PO Box 566
  Glassboro, NJ 08028

- **NJ Domestic Violence Hotline**
  www.nj.gov/dcf/women/domestic

1-855-INFO-DCF (463-6323)
PO Box 729
Trenton, NJ 08625

- **Family Part-Chancery Division Superior Court of NJ**
  1-856-379-2200
  101 S 5th Street, 2nd Floor
  Camden, NJ 08103

- **New Jersey Domestic Violence Hotline**
  1-800-572-SAFE (7233)

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Housing Rights for Victims

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act ("VAWA")? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act ("VAWA"). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact your assigned processor for assistance in accordance with HAGC's Language Access Plan. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*.
- *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*[1] includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

[1] For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf.

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
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What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
    a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
    b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer please contact your assigned processor for assistance. See HAGC's Emergency Transfer Plan above. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
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Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
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Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any <u>one</u> of the following:

1. <u>A self-certification form (for example, Form-HUD 5382)</u>, which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. <u>A statement from a victim/survivor service provider, attorney, mental health professional or medical professional</u> who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. <u>A police, administrative, or court record</u> (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. <u>If allowed by your covered housing provider, any other statement or evidence provided by you.</u>

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **<u>will not be disclosed</u>** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence. Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact HAGC's Reasonable Accommodation Coordinator at reasonableaccommodations@hagc.org or call 856-845-4959 ext. 218. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting HUD's Newark Office at 973-622-7900. You can also find additional information on filing VAWA complaints at https://www.hud.gov/VAWA and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit https://www.hud.gov/fairhousing/fileacomplaint.

Need further help?

- For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa.
- To talk with a housing advocate, contact South Jersey Legal Services at 856-848-5360.

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Exp. 1/31/2028

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.
You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact your assigned processor for assistance in accordance with HAGC's Language Access Plan. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa. To speak with a housing advocate, contact South Jersey Legal Services at 856-848-5360.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. **Name(s) of victim(s):** _____
2. **Your Name** (*if different from victim's*)**:** _____
3. **Name(s) of other member(s) of the household:** _____

   _____
4. **Name of the perpetrator** (*if known and can be safely disclosed*)**:** _____
5. **What is the safest and most secure way to contact you? (You may choose more than one.)**

   If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

   ☐ Phone Phone Number: _____
   Safe to receive a voicemail: ☐ Yes ☐ No

   ☐ E-mail E-mail Address: _____
   Safe to receive an email: ☐ Yes ☐ No

   ☐ Mail Mailing Address: _____
   Safe to receive mail from your housing provider: ☐ Yes ☐ No

   ☐ Other Please List: _____
6. **Anything else your housing provider should know to safely communicate with you?**

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, 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.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

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

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

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

(1) Fear for the person's individual safety or the safety of others **or**
(2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

_____ _____

Signature **Date**

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Exp. 1/31/2028

EMERGEENCY TRANSFER REQUEST FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of housing assisted under a covered housing program, or if you are receiving transitional housing or rental assistance under a covered housing program, you may use this form to request an emergency transfer and certify that you qualify for an emergency transfer under the Violence Against Women Act ("VAWA"). This form refers to domestic violence, dating violence, sexual assault, or stalking as "VAWA violence/abuse."

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.

You may request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
   a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **or**
   b. if you (or a household member) are a victim of sexual assault, either you reasonably believe there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

A covered housing provider, in response to an emergency transfer request, should not evaluate whether you are in good standing as part of the assessment or provision of an emergency transfer. Whether or not you are in good standing does not impact your ability to request an emergency transfer under VAWA.

However, submitting this form does not necessarily mean that you will receive an emergency transfer. See your covered housing provider's VAWA Emergency Transfer Plan for more information about VAWA emergency transfers and see "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for additional housing rights you may be entitled to.

Am I required to submit any documentation to my covered housing provider? Your covered housing provider may request documentation proving that you, or a household member, are a victim of VAWA violence/abuse, in addition to completing this emergency transfer request form. The request can be met by completing and submitting the VAWA Self-certification Form (Form HUD-5382), unless the covered housing provider receives conflicting information about the VAWA violence/abuse. If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you may, instead, choose to submit that documentation to your covered housing provider. See "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for more information.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I need this information in a language other than English? To read this in Spanish or another language, please contact your assigned HAGC processor for assistance in accordance with HAGC's Language Access Plan. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa. To speak with a housing advocate, contact South Jersey Legal Services at 856-848-5360.

TO BE COMPLETED BY OR ON BEHALF OF THE TENANT REQUESTING AN EMERGENCY TRANSFER

1. **Name(s) of victim(s):**_____
2. **Your name** (*if different from victim's*):_____
3. **Name(s) of other household member(s):**_____
   _____
4. **Name(s) of other household member(s) who would transfer with the victim:**_____
   _____
5. **Name of the perpetrator** (*if known and can be safely disclosed*):_____
6. **Address of location from which the victim seeks to transfer:**_____
   _____
7. **Current Unit Size (# of bedrooms):**_____
8. **What is the safest and most secure way to contact you? (You may choose more than one.)**
   If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

   ☐ Phone Phone Number:_____
   Safe to receive a voicemail: ☐ Yes ☐ No

   ☐ E-mail E-mail Address: _____
   Safe to receive an email: ☐ Yes ☐ No

   ☐ Mail Mailing Address: _____
   Safe to receive mail from your housing provider: ☐ Yes ☐ No

   ☐ Other Please List: _____

9. Anything else your housing provider should know to safely communicate with you?

10. What features are requested for a safe unit? You may list here any information that would facilitate a suitable transfer, such as accessibility needs, and a description of where it is safe or unsafe for you to live. (*Please note that the ability to provide an emergency transfer is based on unit availability*.)

☐ New Neighborhood	☐ New Building
☐ First Floor unit	☐ Second Floor unit (and above)
☐ Near an Exit	☐ Well-lit hallways/walkways
☐ 24-hour Security	☐ Accessible unit

☐ Other:_____

11. To approve your request for an emergency transfer, your covered housing provider may require that you provide written documentation that you (or a household member) are a victim of VAWA violence/abuse. Your covered housing provider must make this request for documentation in writing. You can choose to submit **any one** of the following types of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped you address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both you and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows you (or a household member) are a victim of VAWA violence/abuse; OR
- If permitted by your covered housing provider, a statement or other evidence provided by you.

Certification of Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that I meet the conditions described on this form to qualify for an emergency transfer.

Signature_____ **Date**_____

Public reporting burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Covered housing providers in programs covered by VAWA may ask for a written request for an emergency transfer for a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking. Housing providers may distribute this form to tenants and tenants may use it to request an emergency transfer. The information is subject to the confidentiality requirements of VAWA. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

1. Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA).

2. Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

3. Term of the Lease Addendum

The effective date of this Lease Addendum is_____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

4. VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence, sexual assault or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, 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 abuse.

3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the *Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking*, Form HUD-5382, or other documentation as permitted in accordance with HAGC's Violence Against Women Act Policy, be completed and submitted within fourteen (14) business days, or an agreed upon extension date, to receive

protection under VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____	_____
Tenant	Date
_____	_____
Landlord	Date

ATTACHMENT II

HOUSING AUTHORITY OF GLOUCESTER COUNTY

100 POP MOYLAN BLVD.
DEPTFORD, NEW JERSEY 08096

Statement of Family Responsibility – Section 8 Moderate Rehabilitation Program

1. Certification. The Housing Authority of Gloucester County (HAGC) hereby certifies that the Family headed by _____ _____ and which consists of the following members:_____
_____
_____
_____
_____
_____
_____
_____
_____
is eligible to participate in HAGC's Section 8 Moderate Rehabilitation Program (Program) and is approved to occupy a unit located at _____ _____ under this Program. Under the Program, HAGC makes housing assistance payments on behalf of participating families towards their rent to owners of decent, safe, sanitary dwelling units moderately rehabilitated under the Program.

2. Family Portion of Rent.

(a) **Total tenant payment**. The total amount the family is obligated to pay monthly towards rent and utilities is based on the family's income and is called the Total Tenant Payment.

(b) **Family payment to owners**. The amount that the family is obligated to pay monthly to the owner is the amount of the Total Tenant Payment unless the family is responsible for paying any utilities. If the family must pay any utilities directly, the family will pay to the owner the Total Tenant Payment minus the appropriate allowances as determined by HAGC for tenant-paid utilities.

(c) **Changes in family income and allowances**. The amount of the family's required total tenant payment is subject to change by reason of changes to Program rules and changes in family income, composition, or expenses. The family is required to notify HAGC of any and all changes in writing within fourteen days.

3. HAGC portion of rent. HAGC will pay to the owner on behalf of the family the difference between the family's payment to the owner and the monthly contract rent.

4. Family Obligations. Any family participating in the Program with HAGC must follow the rules listed below in order to continue to receive housing assistance under the Program. Each family member must:

1. Supply any information that HAGC or HUD determines to be necessary for

administration of the Program including submission of required evidence of citizenship or eligible immigration status. All information supplied by the family must be true and complete.

2. Report any and all changes in household composition, income, assets or deductions in writing within fourteen (14) calendar days of the change. Promptly notify HAGC in writing if any family member no longer lives in the unit.

3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.

4. Supply any information requested by HAGC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.

5. Supply any information requested by HAGC to verify that the family is living in the unit or information related to family absence from the unit.

6. Request written approval to add any other person as an occupant of the unit. Visitors may not stay more than fourteen (14) days in a twelve (12) month period.

7. Notify HAGC in writing prior to the family being away from the unit for thirty (30) days or more. Absence may not exceed ninety (90) consecutive days or ninety (90) days per calendar year. Prior written notice is required, documenting the length of the absence and affirming the intent to return. The family is also responsible for paying rent and utilities during their absence, arranging for HAGC inspection and receiving all correspondence.

8. Allow HAGC to inspect the unit at reasonable times after reasonable notice.

9. Give HAGC and the owner at least sixty (60) days notice in writing before moving out of the unit or terminating the lease.

10. Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.

11. Promptly notify HAGC in writing of the birth, adoption or court-awarded custody of a child.

12. Request HAGC written approval to add any other family member as an occupant of the unit.

13. Give HAGC a copy of any owner eviction notice.

14. Do not cause damage to the unit or premises or permit any guest to damage the unit or premises. If a breach in National Standards for the Physical Inspection of Real Estate (NSPIRE) is life threatening, it must be corrected within twenty-four (24) hours; all others must be corrected in thirty (30) days.

15. Pay utility bills and supply appliances that the owner is not required to supply under the lease.

16. Only engage in legal profit making activities in the unit as long as the primary use of the unit is the family's residence and the owner gives permission.

17. Agree that any persons who move in without permission may be required to

leave the unit.

18. Cooperate with HAGC in finding another unit when the family is no longer eligible for the contract unit they now occupy because of a change in family size.

The family (including each family member) must not:

1. Commit any serious or repeated violations of the lease.

2. Breach an agreement with HAGC to pay amounts owed.

3. Commit fraud, bribery or other corrupt or criminal act in connection with any federal housing program.

4. Participate in illegal drug related activity, violent criminal activity or abuse alcohol in a way that will threaten the health and safety of others or the right to peaceful enjoyment of the premises by others or those residing in the immediate vicinity of the premises.

5. Engage in drug-related criminal activity or violent criminal activity.

6. Sublease or let the unit, assign the lease, transfer the unit or provide accommodations for boarders or lodgers.

7. Be subject to lifetime registration a requirement under a state sex offender program.

8. Ever have been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing

9. Engage in abusive or violent behavior toward HAGC personnel which includes verbal abuse or verbal harassment, whether communicated orally or in print format.

10. Damage the unit or premises (beyond ordinary wear and tear) or permit any guest to damage the unit or premises.

11. Rent a unit from a relative, who is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HAGC has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

12. Own or have any interest in the unit.

13. Receive Section 8 Moderate Rehabilitation housing assistance while receiving other housing subsidies, for the same unit or a different unit under any other federal, state or local housing assistance program.

5. Termination of Assistance. If the family voluntarily vacates the unit, there is no guarantee that further housing assistance will be provided. Additionally, if the family vacates the unit in violation of the lease term causing HAGC to be liable for vacancy payments or if the family vacates the unit

while owing rent or other amounts due under the lease, the family may not receive further assistance unless the family satisfies these liabilities. HAGC may deny Program assistance for an applicant or terminate Program assistance for a participant for any breach of the family obligations listed above or for any of the following reasons:

(a) If any member of the family has ever been evicted from federally assisted housing in the last five years;

(b) If any PHA has ever terminated assistance under a tenant-based voucher assistance program for any family member; or

(c) If the family currently owes any money to HAGC or another PHA in connection with Section 8 or public housing assistance.

6. Continued Participation of Family when Contract is Terminated. If an Owner evicts an assisted family in violation of the Contract or otherwise breaches the Contract, and the Contract for the unit is terminated, and if the Family was not at fault and is eligible for continued assistance, the Family may continue to receive housing assistance through the conversion of the Moderate Rehabilitation assistance to tenant-based assistance under the Section 8 voucher program.

7. Illegal Discrimination. If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail or by telephone. HAGC will give the family information on how to fill out and file a complaint.

I hereby certify that I understand the family's obligations under HAGC's Program and that failure to comply with these obligations may result in the termination of participation in the Program.

Family and Signature	
Name of Head of Household	**Signature of Head of Household** **Date**
The family consists of the following members:	

HAGC Representative/ Title

_____

_____ _____

Date

ATTACHMENT III

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

SECTION 8 ADMINSTRATIVE PLAN

Bed Bug and Vermin Infestation Management Policy

A. Policy Objectives:

The purpose of this Bed Bug Policy and Vermin Infestation is to establish roles and responsibilities for landlords, participants and the Housing Authority of Gloucester County (HAGC) in minimizing the potential for Vermin Infestation and provide guidance when bed bugs are present in a unit assisted under the Section 8 Housing Choice Voucher or Moderate Rehabilitation Program.

B. Landlord Roles and Responsibilities:

The Housing Assistance Payment Contract (HAP contract) requires the landlord to maintain the contract unit and its premises in accordance with National Standards for the Physical Inspection of Real Estate (NSPIRE). It is the landlord's responsibility to ensure the dwelling unit is in sanitary condition and free of vermin and rodent infestation. If the presence of bed bugs or other vermin is suspected, the landlord must notify HAGC immediately. HAGC's Inspectors are not certified in the identification of bed bugs. When notified by a landlord or participant that bed bugs are present, HAGC will fail the unit under NSPIRE, therefore it is strongly recommended that the landlord contact an extermination professional for an immediate inspection. If treatment is deemed necessary, a copy of the contract the landlord entered into with the extermination professional (including all treatment performed) must be provided to HAGC by the landlord within 48 hours of the initial determination that treatment is required. In additional, the landlord must complete the "Landlord Certification Statement" document and send to HAGC within 72 hours of the initial determination that treatment is required.

Failure to comply with the above requirements is a direct violation of the HAP contract and may result in abatement, suspension or termination of housing assistance payments, termination of the HAP contract and suspension of eligibility to participate in the Housing Choice Voucher Program.

C. Tenant Roles and Responsibilities:

The HAP contract requires the tenant to keep the unit and its premises free from damage. Therefore, if the presence of bed bugs or other vermin is suspected, it is the tenant's responsibility to notify the landlord and HAGC immediately in order to minimize any potential damage to the unit. In addition, it is the responsibility of the tenant to work cooperatively with the landlord and/or

extermination professional to ensure the successful elimination of bed bugs and vermin. Tenant non-compliance may result in the loss of the Housing Choice Voucher.

If the tenant notifies the landlord of the presence of bed bugs or other vermin and the landlord fails to take action within a reasonable period of time, the tenant shall notify HAGC. HAGC will assist the tenant in relocation if it is deemed necessary and appropriate. Prior to relocation, HAGC will notify the new landlord of tenant's prior exposure to bed bugs. In addition, the tenant must complete all items on the "Relocation Task List" document.

D. HAGC Roles and Responsibilities:

HAGC is responsible to ensure the landlord maintains the assisted unit in accordance with NSPIRE and provides guidance on the resolution of any potential bed bug and vermin problems. When relocation is necessary, HAGC will ensure the tenant completes the "Relocation Task List" prior to relocation in order to minimize the transfer of bed bugs or vermin to a new unit. HAGC will also require all program participants and landlords to disclose at intake, recertification and inspection all exposure to bed bugs within the last twelve (12) month period.

Bed Bug and Vermin Infestation Management Policy

Landlord Certification Statement

It is the goal of the Housing Authority of Gloucester County (HAGC) to promote and provide safe and sanitary housing to program participants. If bed bugs or vermin are present, it is responsibility of the landlord to ensure that the dwelling unit and its equipment be sanitary condition and free of vermin and rodent infestation. It is the responsibility of the tenant to work cooperatively with the landlord and/or extermination professional to ensure the successful elimination of infestations. It is imperative that all parties (Tenant, Landlord, and Extermination Professional) work together towards a common goal, extermination and elimination.

To assist HAGC in its goal, HAGC requests that the following information be completed by the landlord upon completion of treatment (within seventy-two (72) hours of initial determination that treatment is necessary).

Date unit was treated:

Type of treatment provided (methods, products used, areas treated:

Did tenant complete required pre-treatment activities:

Was follow up treatment recommended by Extermination Professional? If yes, provide date when follow up treatment will be provided:

Landlord Statement of Certification

I,_____, certify that I have had the unit located at_____
professionally treated by a licensed extermination professional in order to eliminate the presence of vermin infestations.

_____ _____
Landlord Signature Date

Participant Relocation Task List

Bed bugs and vermin are difficult to contain without proper treatment. Therefore, if a participant relocates and the proper treatment has not taken place, the beg bugs and vermin will move with the participant in carried furniture, bedding, clothing etc. If HAGC has determined that it is necessary and appropriate for you to locate to a new unit, HAGC requires that certain steps be followed to ensure that the bed bugs are not transferred to the new residence. To control further infestation, the Relocation Task List must be completed in preparation for relocation.

Relocation Task List (initial each item)

____ Remove all sheets, blankets, mattress covers, pillowcases, etc. from bed and wash in hot water (120+ degrees) and dry in clothes dryer on the highest heat setting for at least thirty (30) minutes. Fold and place them in a plastic garbage bag, seal bags tightly. Do not put them back on the bed until the move is complete.

____ Wash all clothing, toys, towels and linens in hot water (120+ degrees) and dry in clothes dryer on the highest heat setting for at least thirty (30) minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until relocated.

____ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, nightstand drawers, mattress and box springs/ Place disposable vacuum cleaner bag inside plastic garbage bag and seal tightly and discard in outdoor trash receptacle immediately.

____ Purchase and place special beg bug mattress box spring encasements around all mattress and box springs. The encasements must remain on all mattresses and box springs for at least one year.

____ Discard of or have all infested furniture professionally treated by a licensed exterminator. If the participant chooses to keep the furniture, proof of treatment must be provided. HAGC will not relocate a participant to a new unit with infested furniture.

Tenant Statement of Certification

I,_____, certify that I have read and understand the information above and have performed the items listed in the Relocation Task List.

Participant Signature _____ Date_____

ATTACHMENT IV

CODE OF CONDUCT

Ethical and Legal Business Practices

1. HAGC Ethical Standard

Employees shall conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of HAGC. Employees should also be guided by basic honesty and good judgment and be sensitive to others' perceptions and interpretations.

HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that appear to create a conflict between the employee and HAGC's interests are unlawful and prohibited.

2. Conflicts of Interest Policy

Employees shall avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose to their supervisor any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and HAGC's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain or advantage for the employee or an immediate relative, including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

No employee shall participate in the selection, award or administration of a contract if a conflict of interest, financial or otherwise, real or apparent, exists.

No employee shall engage in selling or attempting to sell any goods or services to HAGC for one year following the date HAGC employment ceased.
Additional examples of potential conflicts include, but are not limited to:

A. Having a financial interest in any business transaction with HAGC;

B. Owning or having a significant financial interest in, or other relationship with, an HAGC competitor, customer or supplier; and

C. Accepting gifts, entertainment or other benefit of more than a nominal value (less than one hundred dollars ($100)) from an HAGC competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to the HR Director or Executive Director and remove themselves from negotiations, deliberations or votes involving the conflict.

There will be no retaliation against any party who makes a good faith complaint concerning violations of this policy, regardless of whether it is ultimately determined that such violations have in fact occurred, nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of this policy. Any employee determined to have committed a violation of this policy shall be subject to disciplinary action up to and including termination.

Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict of interest. Employees are prohibited from engaging in outside employment activities while on the job or using HAGC time, supplies or equipment in the outside employment activities. The Executive Director may direct an employee to restrict outside employment if the quality of such employee's work diminishes. Any employee who holds an interest in, or is employed by, any entity doing business with HAGC shall submit a written notice of these outside interests to the HR Director or Executive Director.

3. Gifts Policy

Employees shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from Clients, contractors, suppliers, government officials or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which the employee knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities.

Exceptions may be made for gifts that are customary and lawful, are of nominal value (less than one hundred dollars ($100)) and are authorized in advance. Employees may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business activities.

If an employee receives a gift or other benefit of more than nominal value, the employee shall report it promptly to the HR Department. Such gift shall be returned or donated to a suitable charity.

4. Confidentiality of Client Records

Information that pertains to HAGC's business, including all nonpublic information concerning HAGC and its Clients is strictly confidential and shall not be given to people who are not employed by HAGC.

Please help protect confidential information, which may include, for example, Client lists and financial information, by taking the following precautionary measures:

A. Discuss work matters only with other employees who have a specific business reason to know or have access to such information.

B. Do not discuss work matters in public places.

C. Monitor and supervise visitors to HAGC to ensure that they do not have access to confidential information.

D. Destroy hard copies of documents containing confidential information that are not filed or archived.

E. Secure confidential information in desk drawers and cabinets at the end of every Business Day.

If you have access to any confidential information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information shall not be tolerated. Any employee determined to have committed a violation of this policy shall be subject to disciplinary action up to and including termination.

5. Personnel Records/Confidentiality Policy

The HR Director will ensure that adequate personnel records are maintained for each employee in accordance with applicable federal and state requirements. Employees shall notify the HR Director of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an emergency. Personnel records shall include dates of appointments, transfers, promotions and terminations, job titles, salaries, commendations, complaints, performance evaluations, disciplinary actions, amount of leave accrued and used, a record of the employee's training and other related matters, and attendance records.

A new employee's employment application, letters of reference, reference verification and any other supporting documents will be included in the personnel file. Confidential medical records are maintained in a separate file.

Personnel records, other than name, title, salary, compensation, dates of service, reason for separation, and information on specific educational or medical qualifications required for employment, are confidential and are available only to the employee, an authorized representative of the employee, and the HR Director. Personnel records may also be available to the Executive Director, other members of management, HAGC's legal counsel, and Commissioners on a need-to-know basis in connection with official duties. Additionally, HAGC will make the records available as required by law.

Employees are entitled to review the contents of their personnel file, except for reference checks and other information provided to HAGC in the hiring process, but may not review the contents of other employees' personnel files. Employees who want to review their own personnel file should request an appointment with the HR Director. Employees should provide HAGC with at

least twenty-four (24) hours advance notice of the employee's need for an appointment to review their personnel file. To protect the integrity of the personnel files, the employee will review the personnel file in the presence of the HR Director or designee. Employees are permitted to photocopy any document the employee has signed relating to their obtaining employment. Employees are not permitted to take personnel files outside of the HR Department office, or other area designated by the HR Director to review a personnel file, or remove any documents from the file. Employees may add to the file their versions of any disputed item.

Employees whose duties require access to personnel documents or information must maintain their confidentiality. Any employee determined to have committed a violation of this policy shall be subject to disciplinary action up to and including termination.

6. Accounting and Financial Reports

HAGC's financial statements and all books and records on which the financial statements are based must accurately reflect HAGC's transactions. All disbursements and receipts must be properly authorized and recorded.

Employees must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts.

Employees responsible for handling or disbursing funds shall assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

7. Political Activity Policy

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. In accordance with New Jersey law, employees are prohibited from engaging in political activities while performing their public duties and from using HAGC's time, supplies or equipment in any political activity. Political activities include, but are not limited to, advocating the election or appointment of any candidate for office, verbally or otherwise, and soliciting funds for campaigns or campaign materials.

Additionally, New Jersey law precludes employees from directly or indirectly using their position to control or affect the political action of another person. In accordance with the Hatch Act and federal regulations, an employee whose principal employment is with a program financed in whole or in part by federal funds or loans shall not:

A. Be a candidate for public office in a partisan election. (This provision does not apply to the elected head of an executive department or an individual holding elective office, where that office is the sole employment connection to federally funded programs.)

B. Use their official authority to influence, to interfere with or affect election results or nominations for office.

C. Directly or indirectly coerce contributions from any employee to support a political party or candidate. See the Hatch Act, 5 *U.S.C.* § 1501 *et seq.*

Violations of either state or federal laws are serious matters, and such violations should not be taken lightly. Any employee engaging in such political activities during working hours will be subject to disciplinary action up to and including termination of employment. Employees who engage in political activities during their non-working hours must not represent themselves as spokespersons for HAGC. Employees should report any violation of this policy to their supervisor or HR Director.

8. Nepotism Policy

The employment of more than one member of the same family shall be avoided insofar as possible. No person should be hired as a regular or temporary employee if that appointment would violate any provision of this policy, or unless the appointment is otherwise permitted by the New Jersey Department of Personnel Rules and Regulations. No member of the immediate family of a Commissioner shall be hired or be in a position of supervision over another member of the same family.

For purposes of this policy, the term "immediate family" shall mean spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandchildren, niece, nephew, aunt, and uncle.

This policy shall not deprive any employee of any promotional right in normal career development, nor change the existing status of an employee.

9. Whistleblower Policy

As a matter of policy, HAGC abides by all federal, state, and local laws, rules, and regulations applicable to it and has all its employees do the same. Every employee is responsible for assisting HAGC to implement this policy.

In the ordinary course, a violation of this policy should be reported to an employee's supervisor in writing, signed by the employee. If that is not practical or if that action is taken but does not prevent or correct the perceived violations, the employee is to deliver a written statement, signed and dated to the HR Director. The written statement should detail the specific information the employee possesses so that HAGC may undertake an investigation.

Employees have the right under the Conscientious Employee Protection Act (CEPA) to complain about any activity, policy or practice that an employee reasonably believes is in violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal.

HAGC or any of its employees will not retaliate against any employee who makes a good faith report pursuant to this policy, even if an investigation reveals that no violation occurred. More

specifically, neither HAGC nor any of its employees will take any retaliatory action or tolerate any reprisal against an employee who:

A. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of HAGC or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law;

B. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the Employer or another employer, with whom there is a business relationship;

C. Provides information involving deception of, or misrepresentation to, any investor, Client, patient, employee, former employee, retiree or pensioner of HAGC or any government entity;

D. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any investor, Client, patient, employee, former employee, retiree or pensioner of HAGC or any governmental entity.

E. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes: (1) is in violation of a law, or a rule or regulation issued under the law; (2) is fraudulent or criminal; or (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. See *N.J.S.A.* 34:19-3.

Disclosure to HAGC first, however, is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergent in nature. The employee must give HAGC a reasonable opportunity to correct the activity, policy or practice. It is HAGC's responsibility to correct or prevent such violations. This is a legal obligation and a practical necessity. A violation can taint the credibility of HAGC and cause HAGC and its employees to be subjected to adverse publicity leading to public distrust.

This policy is important to HAGC. Each employee should seek to resolve any problem within HAGC channels before reporting it to any outside person or entity.

ATTACHMENT V

Live-In Aide Policy

A live-in aide is defined as a person approved by the Housing Authority of Gloucester County (HAGC) who resides in the unit to care for a "family member" who is disabled or at least fifty (50) years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services.

HAGC will verify the need for a reasonable accommodation for a live-in aide. Verification is required to prove that the requested accommodation is necessary, and that there is an identifiable relationship between the requested accommodation and their disability. Live-in aides will be verified at intake and during the participant's reexamination so long as a live-in aide is needed.

Once determined eligible for the reasonable accommodation of a live-in aide, HAGC will determine whether the specific individual identified by the family as an aide is eligible by:

(1) Conducting a background /criminal check. HAGC may disapprove a particular person as a live-in aide if s/he has: (a) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (b) committed drug-related criminal activity or violent criminal activity; (c) currently owes rent or other amounts to HAGC or to another PHA in connection with Section 8 or public housing assistance under the Act; (d) violated any family obligations under the program as published under 24 *C.F.R.* §982.551; (e) been convicted of manufacturing or producing methamphetamine, on the premises of an assisted housing project; (f) been evicted from any federally subsidized housing program for any reason; (g) been identified as someone who has to register as a sex offender; (h) is not qualified to provide the needed care.

(2) Demonstrating that the live-in aide is not obligated for support of the person(s), and would not be living in the unit except to provide necessary support services. While a relative or family member is not automatically excluded as an eligible live-in aide, the requested live-in aide must meet the above definition. A pre-existing household member does not qualify as a live-in aide. In order to sufficiently satisfy this element, the household and the requested aide must certify and provide documents as to the following:

i. The Live-in aide is qualified to provide the needed care.
ii. The Live-in aide was not part of the household prior to receiving program assistance.
iii. There is no other reason for the aide to reside in the unit - the aide can demonstrate they have a previous residence the aide left in good standing.
iv. The aide and the participant will maintain separate finances.
v. The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

In the event of moves, termination or death of the participant, Live-in aides will not be considered as a remaining member of the tenant family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continue living

in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. The live-in aide has no rights to the voucher (if applicable). The line-in aides family members will not reside in the unit, unless approved by HAGC. HUD Regulations require HAGC to include any approved live-in aide when determining the family unit size. The income of an approved line-in aide is excluded when calculating a household's income. In accordance with HUD regulations, HAGC will determine if any out-of-pocket expenses related to disability assistance and medical needs related to payment of a live-in aide qualify as allowable deductions. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition of a live-in aide. In properties owned and managed by HAGC, a live-in aide must also sign a Live-In Aide Lease Addendum.

Certification for Live-In Aide

HUD regulations (24 *C.F.R.* §5.403) define a live-in aide as a person who resides with one or more elderly persons, or near-elderly[1] persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the person(s);
2. Is not obligated for the support of the person(s); and
3. Would not be living in the assisted housing unit except to provide the necessary supportive services.

I _____certify that:
(Name of participant)

I have selected _____ as my live-in aide.

The live-in aide is qualified to provide the needed care.

The live-in aide was not part of the household prior to receiving program assistance.

There is no other reason for the live-in aide to reside in the unit.

The aide must demonstrate they have a previous residence they left in good standing.

The live-in aide and I will maintain separate finances.

The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

I understand that a live-in aide is not a member of the assisted family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continue living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. I understand that any misrepresentation on this certification or in connection with the process to approve a live-in aide is considered fraud and thereby grounds for program denial and/or termination and requirement to repay HAGC any amounts overpaid on my behalf.

Participants Name _____
Participant Signature _____
Date of Signature _____

Live-in Aide Name _____
Live-in Aide Signature _____
Date of Signature _____

[1] Near-elderly family means a family whose head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two (2) or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one or more live-in aides.

ATTACHMENT VI

Housing Authority of Gloucester County

EQUAL HOUSING OPPORTUNITY AND AFFIRMATIVELY FURTHERING FAIR HOUSING POLICY

A. NONDISCRIMINATION POLICY

Federal laws require the Housing Authority of Gloucester County (HAGC) to treat all applicants, tenants, and participant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, and marital status. HAGC will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex.
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination.
- Executive Order 11063.
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities.
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly.
- Title II of the Americans with Disabilities Act of 1990 (ADA)which requires that HAGC to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces.
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012, and further clarified in Notice PIH 2014-20.
- The Violence against Women Act of 2013 (VAWA).
- Executive Order 13988 on the Enforcement of the Fair Housing Act.
- Any applicable state laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff, subsequently enacted.

HAGC shall not discriminate on the basis of any protected class in the leasing, rental, occupancy, use, or other disposition of housing or related facilities. HAGC shall not, on account of any protected class:

1. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

2. Provide anyone housing that is different (of lower quality) from that provided to others;

3. Subject anyone to segregation or disparate treatment;

4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

5. Treat anyone differently in determining eligibility or other requirements for admission;

6. Deny anyone access to the same level of services; or

7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

HAGC shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on the applicant's attributes and behavior.

HAGC will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of HAGC's housing programs and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988.

HAGC will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

B. OPERATING JURISDICTION OF HAGC

The Operating Jurisdiction of HAGC shall consist of the following municipalities.

Municipality	Census Tract #
1. Clayton (Boro.)	5015
2. Deptford (Twp.)	5011
3. East Greenwich (Twp.)	5006
4. Elk (Twp.)	5019
5. Franklin (Twp.)	5017
6. Glassboro (Boro.)	5014
7. Greenwich (Twp.)	5005
8. Harrison (Twp.)	5020
9. Logan (Twp.)	5024
10. Mantua (Twp.)	5007
11. Monroe (Twp.)	5016.01,5016.02

12. National Park (Boro.)	5003
13. Paulsboro (Boro.)	5004
14. Swedesboro (Boro.)	5023
15. Washington (Twp.)	5012
16. West Deptford (Twp.)	5002
17. Westville (Boro.)	5001
18. Woodbury (City)	5010
19. Woodbury Heights (Boro.)	5009
20. Woolwich (Twp.)	5022

C. AFFIRMATIVE MARKETING/OUTREACH TO FAMILIES

It is HAGC's intent to ensure that programs and services will be made known and accessible to all interested and eligible individuals. It is HAGC's intent to market the programs and services to those individuals who have been historically underserved. HAGC will review, update, and create program-wide marketing materials as needed to make them relevant, understandable, and effective to all potential program applicants.

HAGC will use appropriate marketing material and inclusive outreach strategies and approaches to target historically underserved populations. Based on applicable federal regulation and New Jersey state law, certain programs are required to develop an Affirmative Fair Housing Marketing (AFHM) Plan which serves to identify, target, and outreach segments of the eligible populations which are least likely to apply to the housing program. The individual AFHM will be reviewed and updated every five (5) years.

The waiting list for each housing assistance program will be opened or closed at the discretion of HAGC's Executive Director considering the available funding, length of the waiting listing and whether the waiting list includes a sufficient number of income eligible applicants as determined by program requirements.

Applicants for whom the waiting list is open must be placed on the waiting list unless HAGC determines the family to be ineligible based on program requirements. Where the family is determined to be ineligible, HAGC must notify the family in writing. All registrants will be placed on the waiting list in accordance with the applicable federal regulations governing the program, and HAGC's established policy. The waiting lists will be assembled in accordance with the applicable federal regulations governing the program and HAGC's established policy. Placement on the waiting list does not indicate that the family is, in fact, eligible. Applicant preferences vary by housing program and are clearly specified within the applicable governing policy for each program.

When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, HAGC may stop accepting new applications and close the waiting lists. When the waiting list is closed, HAGC will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

While the family is on the waiting list, the family must report to HAGC changes in family size or composition, preference status, contact information, including current residence, mailing address, income and phone number. All changes must be reported in writing within fourteen (14) calendar days of the change. Failure to keep HAGC informed of all changes of address will prevent HAGC from contacting an applicant and leaves HAGC no alternative but to remove the applicant from the waiting list. In the event this happens, the applicant has thirty (30) days to request an Informal Hearing, failure to do so makes it necessary for the applicant to file a new application.

As conditions may require, HAGC will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. HAGC may issue public announcements of availability to encourage applications for assistance. HAGC will monitor the benefits received, as a result of marketing activities, and will increase or decrease the outreach activities accordingly. Some of the marketing efforts in which HAGC may engage, depending on the situation, include the following:

1. Review marketing and advertising materials to ensure compliance with Fair Housing laws and requirements.

2. Distribute marketing materials and make same available on HAGC's website, all of which contain the Equal Opportunity language and logo, to all persons who made an inquiry regarding housing assistance. Distribute same to town halls, social services offices, and other places of public interest.

3. Publish special notices containing the Equal Opportunity logo in a newspaper of general circulation, such as the South Jersey Times, to announce the availability of funds/units and/or waiting list openings.

4. Display posters containing the Equal Opportunity language and logo in all HAGC offices and owned/managed properties.

5. HAGC staff shall maintain personal contact with various agencies such as Gloucester County Social Services, Gloucester County Human Services Advisory Council, VOA Homeless Shelter, Gloucester County Division of Senior Services and inform such contacts of waiting list openings.

6. Special outreach to minorities, persons with disabilities and very low-income families are accomplished through direct personal contact and direct mail to various agencies/community service providers that encourage such groups to register for housing assistance.

7. Special outreach to groups that are the least likely to apply, as determined by any applicable or required Affirmative Fair Housing Marketing Plan, include direct personal contact and direct mail to community service providers to encourage members of the identified groups that participate with the service providers in other activities to register for housing assistance with HAGC.

8. As determined by any applicable Affirmative Fair Housing Marketing Plan, it has been the experience of HAGC and is anticipated in the future that a sufficient number of residents within the Operating Jurisdiction will register for assistance. Accordingly, no special outreach for residents within the Operating Jurisdiction will be undertaken. The Supervisor of the Intake Department shall review/monitor the waiting list monthly. Should the circumstances change, special outreach services will be performed to reach residents within the Operating Jurisdiction.

9. Maintain training and resource material for all HAGC staff involved in program administration and conduct and/or make available regular training on fair housing and civil rights compliance.

D. OUTREACH TO OWNERS AND PROMOTING GREATER OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION FOR THE SECTION 8 PROGRAM

HAGC continuously markets program utilization among property owners outside areas of low income and minority concentration, as determined by census data. The history of HAGC has proven that personal contact by staff results in the most meaningful marketing efforts. Further, staff involvement in community and county-based organization helps strengthen and develop new connections with perspective owners. A comprehensive Owners Guide is available on HAGC's website which provides owners with information about the operation of the program, required forms and resources for ease of participation. Staff are readily available to owners, communicating by phone, email and in person to answer questions and encourage participation.

Owners are further encouraged to participate with the Social Serve website. HAGC staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for available units. At the time of the voucher issuance, HAGC provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school, employment, childcare availability, shopping and public transportation. Effective 2018, HAGC began using Small Area Fair Market Rents (SAFMRs) to determine the payment standards applicable to the Housing Choice Voucher Program. The zip-code based payment standards, derived from localized rent for each zip-code, allow HCV families to rent units in higher cost areas that have higher cost rents. The SAFMRs allow families to choose a unit across more neighborhoods with higher rents that may have high-performing schools, low levels of poverty and access to greater amenities.

Some actions to be taken which promote opportunities for families outside areas of low-income and minority concentration and market the program to owners include the following:

1. Provide one on one orientation with owners of new complexes/properties or new owners of existing complexes/properties.

2. Address various landlord groups, prospective real estate investors, and those who attend community meetings.

3. Provide prospective clients during the Tenant Briefing Program a list of currently participating property owners.

4. At the time of issuance, and as part of continued counseling provided to assisted tenants, HAGC staff help clients to determine the type of area, location, and special location needs of the family, and advise clients of available units in such areas. Special needs may include schools, location of employment, childcare center, shopping, and public transportation.

5. The family will be supplied a briefing packet containing the items and information specified in 24 *C.F.R.* §982.301(b) which shall include information regarding discrimination in housing. In the event the oral briefing is conducted remotely, documents contained within the briefing packet will be accessible in advance on HAGC's website and/or via electronic communication to the participant.

6. HAGC will review the Section 8 Payment Standards annually to make certain the rents are affordable to extremely low-income families outside areas of low income and minority concentrations in accordance with the requirements of the SAFMR Rule. HAGC will consider and establish Payment Standards in accordance with funding levels and budgetary constraints.

E. OPERATIONS

In order to further the objectives of nondiscrimination, HAGC shall:

1. Include in the admissions briefings for all HAGC programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.

2. Prominently display a Fair Housing Poster in every development office owned by HAGC and in HAGC's main office.

3. Use the Equal Housing Opportunity logo and/or language in all advertising and in all marketing publications of HAGC. HAGC shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.

4. HAGC shall consider all requests for reasonable accommodations in accordance with the applicable federal, state and local law and HAGC policy governing reasonable accommodations for individuals with disabilities.

5. In accordance with its Language Assistance Plan, HAGC will take affirmative steps to communicate with people who need services or information in languages other than English. At this time, English is the predominant language.

6. For more information regarding the operating policies of HAGC, specifically accepting and processing applications, preferences, the organization of the waiting lists, and assisting a family that claims illegal discrimination, please refer to the Section 8 Administrative

Plan, the Public Housing Admissions and Continued Occupancy Policy, and the individual management plans as applicable. These policies shall be incorporated into this Equal Housing Opportunity Policy by reference.

7. HAGC does not intend to subcontract with a fair housing organization.

8. HAGC will maintain all records, which include relevant newspaper advertisements, pre-applications, application files, client files, contacts made with various agencies/community service providers, and contacts made with various landlords and landlord groups, in accordance with the laws and regulations previously referenced in this policy.

9. HAGC shall provide fair housing counseling services or refer individuals who believe they are victims of housing discrimination to fair housing agencies.

10. HAGC shall provide appropriate staff training on the implementation of the Fair Housing Act.

11. HAGC shall update and review policies in accordance with the provisions of the Fair Housing Act.

12. HAGC shall recruit landlords and service providers in areas to expand the housing choice to program participants in as much as the funding for the various programs permit.

13. HAGC shall maintain records of each family's race, ethnicity, familial status, and disability status on the prescribed Form HUD-50058.

14. HAGC shall follow all applicable laws, rules, and regulations with respect to Fair Housing and Equal Opportunity Housing.

F. REPORTING DISCRIMINATION

HAGC is committed to full compliance with applicable Civil Rights laws, HAGC will provide federal/state/local information to applicants/tenants of the program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. If an applicant/tenant family believes that any family member has been discriminated against by HAGC, the family should advise HAGC. HUD requires HAGC to make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action. HAGC will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. HAGC 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.

Upon receipt of a housing discrimination complaint, HAGC is required to: Provide written notice of the complaint to those alleged and inform the complainant that such notice was made; Investigate the allegations and provide the complainant and those alleged with findings and either

a proposed corrective action or an explanation of why corrective action is not warranted and keep a record of all complaints, investigations, notices, and corrective actions.

People who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity at (800) 669-9777 (voice) or (800) 927-9275 (TTY). Housing discrimination complaints may also be filed by going to www.hud.gov/fairhousing.

ATTACHMENT VII

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
PROJECT BASED VOUCHER PROGRAM
REQUEST FOR RENT INCREASE

Instructions: In accordance with 24 CFR 983.302(b), any PBV project owner desiring an annual rent increase shall complete and submit this Form via regular mail to the Housing Authority of Gloucester County (HAGC) at its administrative offices located at 100 Pop Moylan Blvd., Deptford, NJ 08096 no later than sixty (60) days prior to the annual anniversary of the HAP contract. Late rent increases will not be approved. In connection with a request for rent increase, HAGC must confirm that the requirements of subsidy layering have been satisfied as indicated below. Please include all supporting documentation requested below, including annual budgets.

PBV Project Name			
Request Date		HAP Anniversary Date	

Bedroom Size	Current Contract Rent	Utility Allowance	Current FMR/SAFMR	Proposed Contract Rent*

*Approval based on tax credit rules (if applicable) amount of request, rent reasonableness, HUD FMRs, and HAGC's established Utility Allowances.

1. For any given year of the project's operating pro forma, cash flow may not exceed 10% of total operating expenses. Cash Flow is defined as net operating income minus all required debt service.

   Net Operating Income: $_____
   (-) Debt Services: $_____
   Cash Flow: $_____

   _____*(initial)* I certify that cash flow does not exceed 10% of total operating expenses.

2. For any given year, the project's minimum Debt Coverage Ratio (DCR) shall be between 1.10 and 1.45. DCR is determined by dividing the net operating income for that year by the amount of the debt service for that year. Use actual amounts from the most recently completed fiscal year.

   Net Operating Income: $_____
   (÷) Debt Services: $_____

Debt Coverage Ratio: _____

_____*(initial)* I certify that the DCR is between 1.10 and 1.45.

3. Please attach the following documentation:

   a. NJHMFA Approved Budget, or the most recently submitted Budget, if the agency has not issued approval.
   b. Most recent MOR.
   c. Final MOR for the last fiscal year.
   d. Most recently completed Audit.
   e. NJHMFA, or other funding source, s/b "issued" Audit.

Owner Signature	Signature: _____ Name: _____ Date: _____ Title: _____

*****TO BE COMPLETED BY THE HOUSING AUTHORITY OF GLOUCESTER COUNTY*****

	YES	NO	Notes/Comments
Does Requested Gross Rent Exceed 105% of FMR?			
Does Request meet Rent Reasonableness?			
Does Project meet HQS/NSPIRE requirements?			

HAGC Approval	Signature: _____ Name: _____ Date: _____ Title: _____

HOUSING AUTHORITY OF GLOUCESTER COUNTY

ATTACHMENT VIII
FINANCIAL HARDSHIP EXEMPTION REQUEST FORM (MINIMUM RENT)

Please complete this form and attach supporting documents. Submit the completed form to your processor. Incomplete or illegible forms may delay or result in denial of your request.

In accordance with U.S. Department of Housing and Urban Development (HUD) regulations, the Housing Authority of Gloucester County (HAGC) has implemented a $50.00 per month minimum rent for participants in the Moderate Rehabilitation and Section 8 Housing Choice Voucher (HCV) Programs.

In accordance with HAGC's Section 8 Administrative Plan, HAGC shall grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of a qualifying financial hardship.

Date of Request: _____ Housing Specialist/Processor: _____

Head of Household: _____Phone: _____

Address: _____City/State/Zip: _____

Email: _____

Program Type (check one): ☐ HCV ☐ Mod Rehab

FINANCIAL HARDSHIP:

☐ **Loss or Delay of Public Assistance**

A member of the household has lost eligibility for or is awaiting a determination for a federal, state, or local assistance program. Examples may include: TANF, SSI/SSD, SNAP, General Assistance, Unemployment Benefits, Other public benefits.

Date benefits stopped or application submitted: _____

☐ **Risk of Eviction Due to Inability to Pay Minimum Rent**

The household would be evicted because it is unable to pay the $50 minimum rent.

Please explain: _____

_____

☐ **Decrease in Household Income Due to Changed Circumstances**

Household income has decreased because of changed circumstances, including loss of employment.

Date income decreased: _____

Describe the changed circumstances resulting in decreased income: _____

_____

_____

☐ **Death in the Family**

A death has occurred in the household that has created a financial hardship.

Name of deceased household member: _____

Date of death: _____

Lost income: _____

☐ **Other Circumstances as Determined by HUD**

Describe the hardship circumstance: _____

_____

_____

I hereby certify that the information being submitted on this Form is true and correct to the best of my knowledge, information, and belief. Knowingly and willfully making false or fraudulent statements or misrepresentations may subject me to sanctions under 18 U.S.C. §1001.

Head of Household Signature: _____ Date: _____

HAGC USE ONLY:

Date Request Received: _____
Supporting Documentation Received (if applicable): ☐ Yes ☐ No
Temporary Hardship Exemption Granted: ☐ Yes ☐ No
Effective Date: _____
Final Determination: ☐ Approved ☐ Denied
Reason for Denial (if applicable): _____
_____
HAGC Staff Name: _____HAGC Staff Signature: _____
Date: _____