The Housing Authority of the

City of Lincoln, Nebraska

MOVING TO WORK

ANNUAL PLAN

Fiscal Year 2027-2028

Public Hearing: December 10, 2026

Approval by Board of Commissioners: January 14, 2027

<THIS PAGE IS RESERVED FOR INSERTION OF

HUD'S LETTER OF APPROVAL FOR THE MTW PLAN>

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This Moving to Work (MTW) Annual Report is prepared in accordance with the "Amended and Restated Moving to Work Agreement" between the Department of Housing and Urban Development (HUD)and Lincoln Housing Authority. This agreement was signed by both parties in April, 2008 and extended the MTW program until the end of the housing authority's 2018 Fiscal Year. On April 14, 2016, HUD sent a letter further extending the MTW program to the end of the housing authority's 2028 Fiscal Year. The required elements of the annual plan and report are detailed in HUD Form 50900 (OMB Control Number: 2577-0216 Expiration Date: 08/31/2027)

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I. Introduction

The Lincoln Housing Authority is an original member of a group of housing authorities across the country participating in the U.S. Department of Housing and Urban Development (HUD) Moving to Work demonstration program. Originally authorized under the Omnibus Consolidated Rescissions and Appropriations Act of 1996, the MTW program offers public housing authorities the opportunity to design and test innovative, locally-designed housing and self-sufficiency strategies. The statutory goals of the MTW demonstration are:

> Reduce cost and achieve greater cost effectiveness in Federal expenditures
>
> Give incentives to families with children where the head of household is working, is seeking work, or is preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient; and
>
> Increase housing choices for low-income families.

Lincoln Housing Authority and HUD entered into a five-year MTW Agreement in May, 1999. This agreement was amended several times to extend the demonstration program. In 2008, a new Amended and Restated MTW Agreement was signed. This agreement extended the MTW demonstration at Lincoln Housing Authority until 2018. In April 2016, the agreement was extended to 2028.

From the beginning of the demonstration, we have approached MTW reforms with the idea that some persons may always need to receive a basic level of housing assistance - due to age, disability, low wages or other reasons - and that the varying needs of those persons would be best served by maintaining a simplified income-based rent structure. We also understand that for a great many people, housing assistance can and should be a temporary step to greater self-sufficiency. By encouraging work and individual responsibility, we have achieved a high percentage of working families and a strong voucher turnover rate without implementing arbitrary time limits or unaffordable rent structures. In conjunction with an open waiting list and a strong preference system, this has allowed us to continuously issue new vouchers to many of the neediest persons in Lincoln, Nebraska.

Lincoln Housing Authority (LHA) converted its public housing units from the public housing model to a project-based voucher model to stabilize the funding while continuing to offer high-quality assisted housing. Due to the good condition of LHA's public housing units, we sought a

simple conversion of subsidy without additional financing and minimal rehabilitation. LHA continues to own and operate most of the units as affordable rental housing through a controlled affiliate. LHA had already completed a conversion of Mahoney Manor, a 120-unit senior apartment complex through the Rental Assistance Demonstration (RAD) program and completed the public housing conversion under the Section 18 disposition requirements for scattered site public housing. LHA is utilizing project-based Tenant Protection Vouchers in most of the scattered site units. The conversion was completed February 1, 2027.

RAD conversion and Section 18 disposition will result in elimination of the Public Housing Capital Fund and Public Housing Operating Fund. LHA will operate the converted properties and establish capital improvement reserves from the rental income stream, which is how LHA operates all its other rental properties. We also plan to use MTW flexibility to utilize the remaining public housing operating reserves for the converted units. The current Capital Fund 5-year plan will be used as a basis for future capital improvement planning.

Lincoln Housing Authority continues to be aware of the need to expand the supply of affordable housing in our community. However, we have not wanted to do so at the risk of decreasing the number of deep subsidy units available through the Housing Choice Voucher program. Since the inception of MTW, we have been able to leverage non-HUD sources to add additional rental units, mostly through the Low-Income Housing Tax Credit (LIHTC) Program. While these units do not receive deep subsidies, they have expanded the supply of affordable housing available to low and moderate income families and broadened the choice of available units to voucher holders. We plan to continue to develop additional affordable rental housing. In 2025, we completed construction of phase one of Emerald View Apartments, adding 64 new affordable units using LIHTC financing. We were awarded an additional LIHTC allocation in 2026 to complete Phase two and will begin construction of 64 additional units in 2027. We may use some of our MTW unrestricted reserves to fund phase two. The new development is located in a new growth area of the city and will provide another opportunity area location for Housing Choice Vouchers.

The city of Lincoln and the state of Nebraska has been fortunate to have maintained low unemployment rates over the past several years. This has been an important factor in the Moving to Work Demonstration. The Nebraska Department of Labor reports the statewide unemployment rate in August 2026 was 2.9%. The national unemployment rate during August 2026 was 4.1%, this is an decrease of 0.2% since August of 2025. Low unemployment continues to result in tight labor markets that have pushed up wages and benefits and is an important factor in the continued success of the housing authority's MTW initiatives.

Since beginning the Moving To Work program, Lincoln Housing Authority has concentrated its

efforts in the following long-term operational vision for the MTW program.

- Retain program flexibility to meet the many changes encountered in program funding, local housing market conditions, and the needs of the families and individuals participating in Lincoln's Moving To Work program.

- Continue to seek ways to simplify and streamline the Section 8 Housing Choice Voucher program while protecting the integrity of the program and accepting accountability for administrative requirements. The traditional Section 8 Housing Choice Voucher program has been needlessly complicated for participants, landlords, and implementing staff. The complexity of the system results in several areas where errors occur with substantial frequency. Tenants are confused about deductions allowed and disallowed and how their portion of rent is determined. Landlords are frustrated by the amount of paperwork and complex rules and regulations that the landlord must follow to be paid. The complexity limits landlord participation. Lack of housing choices results when landlords refuse to participate.

- Continue to promote opportunities for tenant self-sufficiency either through education or meaningful work experience. The need for lower-income participants to complete their education and expand their work experiences will provide a solid base for continued success in their personal and family development.

- Continue the various community partnerships required to enhance participant opportunities in expanding family support services such as social services, education, transportation, and health care programs.

Goals and Objectives

The Lincoln Housing Authority has a number of goals and specific objectives that are integral to our success as a Moving To Work housing authority. Many of these goals have been integral to our MTW program since the beginning and will continue to be a focal point for the duration of our MTW agreement.

GOAL I

Increase the number of Section 8 Housing Choice Voucher participants working or making progress towards educational goals, work experience, and self-sufficiency.

GOAL I OBJECTIVES:

-Provide incentives for work-able participants to work or seek self-sufficiency through job training or education. Also provide disincentives to work-able participants who choose not to work, seek job training, or further education.

-Form community and state partnerships to provide needed programs and services that encourage participation in recognized self-sufficiency programs.

GOAL II

Reduce administrative costs and achieve greater cost effectiveness in federal housing assistance expenditures while ensuring the continued integrity of the program.

GOAL II OBJECTIVES:

-Simplify the operation of the Section 8 Housing Choice Voucher program with the purpose of reducing calculation errors, staff review time, and program administrative costs. This also reduces the burden on tenants by requiring fewer meetings and fewer documents.

-Work with landlords, housing participants, and human service organizations to identify areas of needed change in the operation of the Section 8 Housing Choice Voucher program.

GOAL III

Expand the spatial dispersal of assisted rental units and increase housing choices for voucher holders.

GOAL III OBJECTIVES:

-Provide incentives to seek housing opportunities outside areas of low-income concentration.

-Create affordable housing opportunities in growth areas of the community.

MTW INITIATIVES

For LHAs fiscal year 2027-2028, the housing authority will continue to implement the following MTW initiatives. These are described in detail in Section IV. Approved Activities:

Rent Reform Initiatives

-Interim Re-examinations

-Minimum Earned Income

-Rent Calculations at 27% with no deductions

-Rent Choice Capped at 50% (voucher only)

-Average Utility Allowances (voucher only)

-Biennial re-examinations for elderly and disabled households

Other Initiatives

-Income Eligibility

-Responsible Portability (voucher only)

-Housing choice voucher inspection waiver for properties where the annual or initial inspections are without deficiencies.

-Inspections and rent reasonableness regardless of ownership or management status

-Project-based Section 8 Units

-RentWise Tenant Education

-Resident Services Program at Crossroads House

-Landlord Incentive HAP (voucher only)

II. General Operating Information

A. HOUSING STOCK INFORMATION

i. Planned New Public Housing Units

ASSET MANAGEMENT PROJECT (AMP) NAME AND NUMBER	BEDROOM SIZES						TOTAL UNITS	POPULATION TYPE	Section 504 Accessible Units (Mobility)	Section 504 Units (Hearing /Vision)
	0	1	2	3	4	5+				
NA							0	NA	0	0
NA							0	NA	0	0
Total Public Housing Units to be added in the plan Year:							0			

If "Population Type" Is "Other" please describe:

Not applicable

ii. Planned Public Housing Units to be Removed:

AMP NAME AND NUMBER	NUMBER OF UNITS TO BE REMOVED	EXPLANATION FOR REMOVAL
AMP 2	0	
AMP 3	0	
	0	**Total Public Housing Units to be Removed in the Plan Year**

LHA completed the RAD conversion for AMP 1, Mahoney Manor, during the FY2019-20 plan year. LHA completed Section 18 Disposition for AMP 2 and AMP 3 scattered site public housing units in FY2026-27. Most of the scattered site units have become project-based vouchers.

iii. Planned New Project-Based Vouchers:

PROPERTY NAME	NUMBER OF VOUCHERS TO BE PROJECT-BASED	RAD?	DESCRIPTION OF PROJECT
	30	NA	PBV will support a development that provides housing and services to persons fleeing Domestic Violence
	30		

iv. Planned-Existing Project-Based Vouchers:

PROPERTY NAME	NUMBER OF PROJECT-BASED VOUCHERS	PLANNED STATUS AT END OF PLAN YEAR*	RAD?	DESCRIPTION OF PROJECT
Victory Park	70	Leased	No	LHA was awarded 45 project-based VASH vouchers and is project-basing an additional 25 tenant-based HUD VASH vouchers. The HAP contract was signed December 1, 2017 with lease-up beginning immediately.
Mahoney Manor	120	Leased	Yes	Conversion Date October 1, 2019
Family Housing	152	Leased	No	Repositioned scattered site Public Housing units. Conversion Date February 1, 2027
Crossroads House	58	Leased	No	Crossroads House is a 58-unit tax credit high rise apartment building in downtown Lincoln serving individuals age 55 and older.
	400	Planned Total Existing Project-Based Vouchers		

v. Planned Other Changes to MTW Housing Stock Anticipated During the Plan Year

No planned changes. The primary limitation on voucher leasing is funding. For CY2026 there was zero inflationary adjustment; however, our Per Unit Costs continue to rise. Without

substantial funding increases in CY2027, we anticipate a decline in the number of families served.

In May 2021, HUD awarded LHA 100 Emergency Housing Vouchers (EHV) to be operated in partnership with Lincoln's Continuum of Care (CoC). The CoC began EHV referrals in September 2021. HUD approved all MTW activities for the EHV program except Minimum Earned Income and Responsible Portability. LHA had no remaining EHV unissued vouchers to issue after the sunset of EHV on September 30, 2023. We plan to implement the conversion of EHV to the HCV program utilizing Tenant Protection Vouchers in accordance with HUD guidance.

vi. General Description of All Planned Capital Expenditures During the Plan Year

PLANNED CAPITAL FUND EXPENDITURES - 2028 MTW PLAN			
HA/Wide	*Moving To Work - Flexibility*	$	725,396.00
HA/Wide	*Moving To Work - Flexibility*	$	725,396.00
Period of Time: April 1, 2027 thru March 31, 2028		$	1,450,792.00

B. LEASING INFORMATION

i. Planned Number of Households Served

PLANNED NUMBER OF HOUSEHOLDS SERVED THROUGH:	PLANNED NUMBER OF UNIT MONTHS OCCUPIED/LEASED*	PLANNED NUMBER OF HOUSEHOLDS TO BE SERVED**
Housing Choice Vouchers (HCV) Utilized	37,152***	3,096
Local, Non-Traditional: Tenant-Based^	0	0
Local, Non-Traditional: Property-Based^	0	0
Local, Non-Traditional: Homeownership^	0	0
Total	37,152	3,096

* "Planned Number of Unit Months Occupied/Leased" is the total number of months the MTW PHA plans to have leased/occupied in each category throughout the full Plan Year. For HCV, the average HCV voucher utilization is estimated to be approximately 3,000 per month based on current funding levels including Mainstream, VASH and Emergency Housing Vouchers.

** "Planned Number of Households to be Served" is calculated by dividing the "Planned Number of Unit Months Occupied/Leased" by the number of months in the Plan Year.

*** "Housing Choice Vouchers (HCV) Utilized" includes all SPVs within the MTW PHA's portfolio.

^ In instances when a local, non-traditional program provides a certain subsidy level but does not specify a number of units/households to be served, the MTW PHA should estimate the number of households to be served

LOCAL, NON-TRADITIONAL CATEGORY	MTW ACTIVITY NAME/NUMBER	PLANNED NUMBER OF UNIT MONTHS OCCUPIED/LEASED*	PLANNED NUMBER OF HOUSEHOLDS TO BE SERVED*
Tenant-Based	NA	0	0
Property-Based	NA	0	0
Homeownership	NA	0	0

* The sum of the figures provided should match the totals provided for each local, non-traditional categories in the previous table. Figures should be given by individual activity. Multiple entries may be made for each category if applicable.

ii. Discussion of Any Anticipated Issues/Possible Solutions Related to Leasing

HOUSING PROGRAM	DESCRIPTION OF ANTICIPATED LEASING ISSUES AND POSSIBLE SOLUTIONS

MTW Public Housing

Lincoln Housing Authority converted Mahoney Manor (120 units) to project based vouchers (RAD conversion) effective October 1, 2019, and the remaining 200 scattered site public housing units were converted through Section 18 in FY 2026-27.

MTW Housing Choice Voucher

As funding allows, the HCV program goal is to utilize at least 3,000 HCV and VASH vouchers each month (90% of voucher allocation) under the MTW program, or higher if funding allows. Ongoing increases in rental costs and the tight rental market combined with changes in the economy impede on the success of utilizing 100% of the voucher allocation. The projected issues are as follows:

The Lincoln rental market for affordable housing remains very

competitive with unit vacancy rates remaining extremely low. Unfortunately, LHA voucher holders are often not selected by landlords in this type of rental market due to common low-income tenant traits such as poor rental history or credit history. Additionally, in a low-vacancy rental market, some landlords choose not to participate in the voucher program. In May 2025, Lincoln voters passed a city ordinance prohibiting discrimination based on source of income. LHA has provided information regarding the ordinance to both tenants and landlords. Since implementation of the ordinance, LHA has observed an increase in the number of new landlords participating in the Housing Choice Voucher program, as well as an increase in participants successfully leasing units and utilizing their vouchers. While the rental market remains highly competitive, the ordinance appears to have had a positive impact on landlord participation and voucher utilization. LHA established the Landlord Incentive HAP as an MTW initiative in FY 2015 and increased again in FY2021. In FY2024 the incentive increased to $400 for units that pass on the first inspection and remained at $200 for units that fail the first inspection. LHA will continue the current incentive practice through FY2028, there were 79 new landlords added in FY 2026.

Rental application fees and security deposits continue to be a common leasing barrier for voucher holders. Many of the new voucher holders searching for rental units are paying 50-70% of household income for shelter expenses, making it very difficult to save for the associated costs of moving to use their voucher. LHA manages a homeless deposit assistance program funded by the City of Lincoln's HOME funds. Effective October 1, 2023, the amount available for individual requests increased to match the individual's contract rent rather than limited to the payment standard. LHA expended the entire contract funds prior to the end of the contract term. This program assisted 48 households (8.4% of new admissions) during FY2026.

LHA continues to work in partnership with other human service agencies to promote tenant training through an established curriculum entitled "Nebraska RentWise", see Initiative 7 under Section IV.

Local, Non-Traditional

Not Applicable

C. WAITING LIST INFORMATION

i. Waiting List Information Anticipated

Snapshot information of waiting list data as anticipated at the beginning of the Plan year.

WAITING LIST NAME	DESCRIPTION	NUMBER OF HOUSEHOLDS ON WAITING LIST*	WAITING LIST OPEN, PARTIALLY OPEN, OR CLOSED	PLANS TO OPEN THE WAITING LIST DURING THE PLAN YEAR
MTW Housing Choice Voucher	Agency-wide--Families, Elderly and Disabled	6,799	OPEN	YES
Family Housing – Project-Based Vouchers	Agency-wide--Family Housing	739	OPEN	YES
Mahoney Manor— Project-Based Vouchers	Site-Based--Elderly and Near Elderly	163	OPEN	YES
Crossroads House– Project-Based Vouchers	Site-based—Age 55+	98	OPEN	YES

*Data pulled 10/01/2026 to project anticipated waiting list numbers for HCV, 10/15/2026 for Family Housing, Mahoney Manor, and Crossroads House.

ii. Planned Changes to Waiting List in the Plan Year

WAITING LIST NAME	DESCRIPTION OF PLANNED CHANGES TO WAITING LIST
MTW Housing Choice Voucher	No Planned Changes—Waiting list will be open
Family Housing – Project-Based Vouchers	Most of the Public Housing units were converted to Project-Based Vouchers. We will continue to have a separate waiting list for these units, and the waiting list will be open.
Mahoney Manor - Project-Based Vouchers	No Planned Changes–Waiting list will be open.
Crossroads House– Project-Based Vouchers	No Planned Changes–Waiting list will be open

III. Proposed MTW Activities

No new initiatives are proposed for 2026-2027.

IV. Approved MTW Activities: HUD approval previously granted

A: IMPLEMENTED ACTIVITIES

Rent Reform Initiatives		
Number	**Description**	**Statutory Objective**
Rent Reform 1	**Interim Re-examinations**	**-Cost Effectiveness -Self-Sufficiency**
Rent Reform 2	**Minimum Earned Income**	**-Self-Sufficiency**
Rent Reform 3	**Rent Calculations**	**-Cost Effectiveness**
Rent Reform 4	**Rent Burden (Rent Choice)**	**-Housing Choice**
Rent Reform 5	**Average Utility Allowances**	**-Cost Effectiveness**
Rent Reform 6	**Biennial Re-Examinations**	**-Cost Effectiveness**
Other Initiatives		
Initiative 1	**Income Eligibility**	**-Cost Effectiveness**
Initiative 2	**Responsible Portability**	**-Cost Effectiveness**
Initiative 3	**Initiative 3 moved to Rent Reform 6 at HUD's request.**	
Initiative 4	**HQS Inspections Waiver**	**-Cost Effectiveness**
Initiative 5	**Inspections & Rent Reasonableness Determinations**	**-Cost Effectiveness**
Initiative 6	**Project-Based Voucher Units**	**-Housing Choice -Cost Effectiveness**
Initiative 7	**RentWise Tenant Education**	**-Housing Choice -Cost Effectiveness**
Initiative 8	**Resident Services Program**	**-Housing Choice**
Initiative 9	**Landlord Incentive HAP**	**-Housing Choice**

On the following pages, the following abbreviations are used: CE = Cost Effectiveness; HC = Housing Choice; and SS = Self-Sufficiency. In May, 2013 and July 2021, a revised HUD Form 50900 was approved for use by the Office of Management and Budget (OMB). HUD Form 50900 provides details on the required elements of the Annual MTW and Annual MTW Report. The form requires the use of standard metrics, as applicable; in order to allow HUD to analyze and aggregate data across all PHA's with similar activities. The form was further updated in September, 2024. On the following pages, we have identified the standard metric(s) applicable to each initiative.

Rent Reform 1

ACTIVITY: INTERIM RE-EXAMINATIONS

Programs Affected: HCV & PH

Plan Year Approved: FY 2000

Plan Year Implemented: FY 2000

Statutory Objectives: -Reduce cost and achieve greater cost effectiveness in federal expenditures

-Give incentives to obtain employment and become economically self-sufficient

DESCRIPTION OF ACTIVITY

This initiative reduces the requirement for interim re-examinations:

Income increase: If the family's income increases without a change in family composition, then LHA will wait until the annual re-examination to re-determine any possible rent increase. Families who report zero income will be required to report income changes at their quarterly certification and rents will be changed accordingly. LHA is continuing this process, waiving the implementation of the discretionary HOTMA rule related to interim reexaminations for increases in adjusted income.

Income decrease: LHA will not lower rent for payments due to a temporary loss of income of one month (30 days) or less duration. If a family member has reduced or terminated employment income, LHA will process the rent decrease 90 days after the decrease in income occurred or after all verifications are received to re-determine eligibility, whichever is the latest. Families who 1) lose income related to a secondary part-time job when a primary full-time job is still intact, or 2) terminate their employment for good cause, will be eligible for an immediate interim review and rent decrease, if applicable. Good cause will include lay-off, reduction in force, accident, injury, or illness which precludes work. In consideration of hardship, families will be exempt from this 90 day re-employment period if they meet one of the exemptions for the Minimum Earned Income (MEI) requirement shown later in this plan (Rent Reform #2). The 90 day re-employment rule will apply for new admissions to both voucher and public housing programs. We will include any income earned within 90 days of the new admission interview date or thereafter. We will allow

for verifications to occur no later than ninety (90) days prior to voucher issuance due to the difficulty in obtaining some verifications and to eliminate the inefficiency of requiring families to come back in and resign paperwork and provide updated verifications.

The sections on income increases and decreases requires MTW flexibility for HOTMA reexamination changes to 24 CFR 982.516 as LHA is utilizing a reexamination program different from the new HOTMA rules. The 90-day rule interim policy affects households who have reduced or terminated employment. It delays rent decreases for 90 days after the decrease in income occurred or after all verifications are received. HUD regulation at 24 CFR 982.516(c)(2) and (3) states "The PHA must make the interim determination within a reasonable time after the family request. Interim examinations must be conducted in accordance with policies in the PHA administrative plan". However, HUD has in the past defined "reasonable time" as the first day of the month following the date of the reported change.

We chose to list the above policies together. Since the beginning of our MTW program, the policy on income increases was part of our MTW plan as a way to encourage and reward households for increasing income such as through new employment. As family income increased, they are not subject to an immediate re-examination of income and assets and the corresponding rent increase.

UPDATE ON STATUS OF ACTIVITY

This initiative has been part of LHA's MTW program since the beginning. LHA continues to implement the policy of decreasing rent 90 days after a decrease in employment income has occurred. This policy encourages families to retain employment as well as to make it a priority to seek new employment when job losses occur. Our most recent data shows that of the households who reported job losses, 37% did not require a rent change, indicating they obtained new employment. The 37% of households with no rent decrease after a job change or loss is indicative of the success of the MTW employment requirements incentivizing families who become unemployed to seek and obtain new employment. The Lincoln Metropolitan Statistical Area has historically maintained a low unemployment rate, the current rate is 2.9 % (August 2026) which is important to the success of this initiative

APPLICATION OF ACTIVITY TO SPV TYPES

The rule to wait to implement a possible rent increase due to a family's income increase applies to all SPVs. The 90-day delay for a rent decrease related to a family members reduction or

termination of employment applies to all SPVs with the exception of VASH.

PLANNED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

There has been a steady increase in the number of elderly and disabled households and a decrease in work-able households. This has led to an overall decrease in the number of families transitioning to self-sufficiency.

SS #8 Households Transitioned to Self-Sufficiency

HUD instructions for this metric are shown in the following two rows:

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Number of households transitioned to self-sufficiency (increase). The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number should also be provided in Section (II) Operating Information in the space provided.	Households transitioned to self-sufficiency (<<PHA definition of self-sufficiency>>) prior to implementation of the activity (number). This number may be zero.	Expected households transitioned to self-sufficiency (<<PHA definition>>) after implementation of the activity (number).	Actual households transitioned to self-sufficiency (<<PHA definition>>) after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark

Rent Reform #1 Interim Re-examinations

PHA Definition of Self-Sufficiency: For this metric, LHA is defining self-sufficiency as families who voluntarily end participation in the voucher or public housing program.

Unit of Measurement	Baseline (FY 2013)	Benchmark	Outcome	Benchmark Achieved
Number of households transitioned to self-sufficiency	HCV: 320 Households TOTAL: 337 Households	HCV: 200 Households TOTAL: 200 Households	To be provided in the MTW Annual Report.	To be provided in the MTW Annual Report.

Rent Reform 2

ACTIVITY: MINIMUM EARNED INCOME

Program Affected: HCV & PH Programs

Plan Year Proposed: FY 2000

Plan Year Approved: FY 2000

Plan Year Implemented: FY 2000

Statutory Objectives: Give incentives to obtain employment and become economically self-sufficient

DESCRIPTION OF ACTIVITY

LHA will include a minimum amount of earned income when calculating annual income whether or not a family is working. The minimum amount of earned income for families with one eligible adult will be based on 25 hours per week of employment at the federal, state, or city minimum wage, whichever is greater. The minimum amount of earned income for families with two or more eligible adult members will be based on an additional 15 hours per week of employment at minimum wage for each additional eligible adult not exempted from the Minimum Earned Income (MEI) policy. LHA will count the higher of the MEI or the actual earned income for the household. The minimum earned income will be added to any unearned income the family receives. Eligible adults are persons 18 years of age or older who do not qualify for an exemption from the MEI. All adults in the household must be exempt in order for the household to be exempt from the minimum earned income requirements. LHA has eight categories of exemptions such as illness, elderly or disabled, students, caretakers, and participants in approved self-sufficiency programs. These exemptions serve as the hardship policy for the MEI requirement.

UPDATE ON STATUS OF ACTIVITY

The MEI has been a part of the housing authority's MTW program from the beginning. MEI promotes and encourages employment by implementing a work requirement with a basic

expectation that a work-able adult should work at least 25 hours per week at minimum wage. The family has the flexibility to figure out how to meet the rent generated by the MEI rather than a strict requirement to work a certain number of hours. In that sense it is similar to a minimum rent. It is not strictly a minimum rent because families can have other sources of income besides MEI that are included in the rent calculation with MEI, or can be exempt from MEI. Over the years, the MEI has gradually increased in step with increases in the federal or state minimum wage as shown in the chart below.

Effective Date	Minimum Wage	MEI for 1 person (25 hours per week)	MEI for 2 persons (additional 15 hours per week)
July 1, 1999 (start of MTW)	$5.15	$6,698	$10,712
July 24, 2007	$5.85	$7,605	$12,168
July 24, 2008	$6.55	$8,515	$13,624
July 24, 2009	$7.25	$9,425	$15,080
January 1, 2015	$8.00	$10,400	$16,640
January 1, 2016	$9.00	$11,700	$18,720
January 1, 2023	$10.50	$13,650	$21,840
January 1, 2024	$12.00	$15,600	$24,960
January 1, 2025	$13.50	$17,550	$28,080
January 1, 2026	$15.00	$19,500	$31,200
January 1, 2027	$15.26	$19,838	$31,741

As of the end of FY2026, about 12% of voucher households and 25% of public housing households were affected by Minimum Earned Income requirement. Our FY26 MTW Annual Report data also showed 84% of public housing and 81% of voucher work-able households have income from employment.

APPLICATION OF ACTIVITY TO SPV TYPES

The Minimum Earned Income Requirement applies to Mainstream voucher households but does not apply to VASH or EHV voucher households. As EHV is converted to HCV, MEI will apply at the next recertification.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

A voter initiative to incrementally increase the state's minimum wage from $9 to $15 per hour by 2026, was approved in November 2022. Starting January 1, 2023, the MEI has been adjusted each year accordingly. Thereafter, the state will adjust the minimum wage annually by an inflation factor. The City of Lincoln has enacted similar minimum wage with a different inflation factor. Effective January 1, 2027, LHA will use the Nebraska statewide minimum wage of **$15.26 per hour** to calculate MEI. The City of Lincoln's local minimum wage rate of **$15.55 per hour**, which is scheduled to take effect in 2027, is currently being challenged in court. LHA will use the statewide rate pending resolution of the legal challenge and may revise the MEI calculation if the local rate becomes applicable.

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

There has been a steady increase in the number of elderly and disabled households and a decrease in work-able households. This has led to an overall decrease in the number of families transitioning to self-sufficiency.

SS #8 Households Transitioned to Self-Sufficiency

HUD instructions for this metric are shown in the following two rows:

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Number of households transitioned to self-sufficiency (increase).	Households transitioned to self-sufficiency (<<PHA definition of self-	Expected households transitioned to self-sufficiency (<<PHA	Actual households transitioned to self-sufficiency (<<PHA	Whether the outcome meets or exceeds the benchmark

The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number should also be provided in Section (II) Operating Information in the space provided.	sufficiency>>) prior to implementation of the activity (number). This number may be zero.	definition>>) after implementation of the activity (number).	definition>>) after implementation of the activity (number).	

Rent Reform #1 Interim Re-examinations

PHA Definition of Self-Sufficiency: For this metric, LHA is defining self-sufficiency as families who voluntarily end participation in the voucher or public housing program.

Unit of Measurement	Baseline (FY 2013)	Benchmark	Outcome	Benchmark Achieved
Number of households transitioned to self-sufficiency	HCV: 320 Households PH: 17 Households TOTAL: 337 Households	HCV: 200 Households TOTAL: 200 Households	To be provided in the MTW Annual Report.	To be provided in the MTW Annual Report.

Rent Reform 3

ACTIVITY: RENT CALCULATIONS

Programs Affected: **HCV & PH Programs**
Plan Year Proposed: FY 2009
Plan Year Implemented: FY 2009
For Item E:
Plan Year Proposed: FY 2000
Plan Year Approved: FY 2000
Plan Year Implemented: FY 2000

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

DESCRIPTION OF ACTIVITY

A. Total Tenant Payment: Total Tenant Payment (TTP) is determined on 27% of gross income with no allowable deductions.

B. Minimum Rent: All subsidized households are responsible to pay the owner a minimum of $25.00 for tenant rent. The higher of the TTP minus the utility allowance or $25.00 is used to determine the tenant rent to the owner. The minimum TTP is also $25.00. The minimum rent requirement is waived if the head of household is disabled and has a current Social Security application pending. The minimum TTP is not waived.

C. Calculation of Asset Income: For households with total assets for which the face value is equal to or greater than $50,000, asset income will be based on a 2% rate multiplied by the face value above $50,000. Verification requirements are modified to allow as first level of acceptable verification the household provided documents such as quarterly or end of year statements.

For assets under $50,000 in face value, first acceptable verification level is self-certification of face value and income. The asset income will be excluded if total assets are less than or equal to $50,000.

Special Needs Trusts and ENABLE are excluded as assets. ENABLE accounts allow children and adults with qualifying disabilities in Nebraska to save money without jeopardizing their eligibility for government benefits.

Rental properties are considered personal assets and held as investments rather than business assets. Therefore, under MTW policy asset income from rental properties held by applicants/tenants will be calculated using either 1) the actual annual generated income from the asset, or 2) the imputed asset income by using the face value of the property multiplied by 2%, whichever is greater.

D. Verifications: LHA will utilize Enterprise Income Verification (EIV) as the first level of acceptable verification. In lieu of third-party verifications, tenant provided documents would be second level of acceptable verifications for the following situations:

Earned Income: Pay statements (paystubs) covering no less than thirty (30) days will be collected.

Social Security Income: the last Social Security Statement issued to the household by the Social Security Administration.

E: Other: LHA will not implement regulatory provisions related to Earned Income Disregard, public housing flat rents, imputed welfare income and full-time student earned income exclusions. LHA will not include any earned income for a full-time student under 22 years of age. LHA will not implement HOTMA changes related to including other financial assistance in excess of tuition and other required fees and charges for those over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance. LHA will continue to utilize the same methodology for Section 8 assistance as utilized for Public Housing. Also, LHA will not implement HOTMA regulatory provisions to include Special Needs Trusts as an asset or income even if the Special Needs Trust is making regular payments on the behalf of the beneficiary from interest on the trust. LHA will exclude income received for participation in grant-funded research on the impact that income has on the development of children in low-income families, if the income has also been excluded by the State of Nebraska for use in determining eligibility for Aid to Dependent Children. The exclusion shall not exceed $4,000 per year for four years. The research income known as the 4MyBaby gift qualifies under this exemption. LHA will also not implement the HOTMA changes related adoption assistance as LHA will exclude all adoption assistance rather than just the amount in excess of $480.

The HOTMA restriction on the eligibility of a family to receive assistance if the family owns real property that is suitable for occupancy by the family as a residence or has assets in excess of $100,000 will not be enforced for existing or new admission MTW program participants.

LHA is using its discretion to not implement the HOTMA for safe harbor income verifications or deductions that are already excluded under MTW flexibilities nor hardship, general relief or phased in relief policy options related to deductions. LHA's MTW rent structure does not include deductions.

For the FSS program, escrow will be calculated using 27% growth in monthly rent, this is the amount by which the current monthly rent exceeds the baseline monthly rent.

In implementing the above, a hardship policy was created for tenants who were adversely affected. Details for the hardship policies are found in the Admissions and Continued Occupancy Plan and Section 8 Administrative Plan.

The hardship policy applies to existing tenants or voucher participants as of specified implementation dates. At the next annual re-certification on or after the implementation date, if it is determined that calculating TTP based on 27% of monthly gross income with no deductions will increase the tenants TTP by more than $25, then LHA will limit the increase by utilizing the Hardship TTP.

To calculate the Hardship TTP, LHA calculates the Monthly Adjusted Income using the household's current Annual Income minus the amount of pre-existing deductions that were utilized at the last re-examination prior to the implementation date. The Hardship TTP is calculated based on 30% of this Monthly Adjusted Income, plus an additional $25 for each successive annual re-examination. If a tenant qualifies for the initial Hardship TTP, then LHA will calculate successive Hardship TTPs by adding an additional $25 at each annual re-examination until the Hardship TTP equals or exceeds the TTP calculated based on 27% of monthly gross income. Each year a tenant must self-certify that the previous deductions are reasonably the same or have increased. If the amount of deductions has decreased for a tenant (for example a family no longer pays day care), then a tenant will no longer qualify for the Hardship TTP. In no case shall the Hardship TTP be less than $50 or the Tenant Rent be less than the $25 minimum rent.

Travel expense for individuals leaving the state for more than 60 days in a 24 month period while assisted will be included as income.

UPDATE ON STATUS OF ACTIVITY

These revised methods of calculating housing assistance for households are much simpler and less prone to errors. Tenants, participants, landlords, and advocates have appreciated the greater

simplicity and ease of understanding compared to traditional methods for calculating housing assistance.

The hardship policy has been used to alleviate any steep increases in rent. The number of hardships decreased steadily over time, and as of March of 2021, there were no hardship cases remaining. Staff continue to save a significant amount of processing time while also improving rent calculation accuracy because of these initiatives. Time savings varies by experience level of staff. More seasoned staff are assigned to the non-MTW programs. Because of their experience, they are more efficient compared to newer staff assigned a MTW caseload who take more time for annual re-exams.

APPLICATION OF ACTIVITY TO SPV TYPES

The rent calculation rule using 27% of income applies to all SPVs. The minimum rent rule applies to all SPVs with the exception of VASH participants

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

There has been a steady increase in the number of elderly and disabled households and a decrease in work-able households. This has led to an overall decrease in the number of families transitioning to self-sufficiency.

SS #8 Households Transitioned to Self-Sufficiency

HUD instructions for this metric are shown in the following two rows:

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved
Number of households transitioned to self-sufficiency (increase). The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number	Households transitioned to self-sufficiency (<<PHA definition of self-sufficiency>>) prior to implementation of the activity (number). This number may be zero.	Expected households transitioned to self-sufficiency (<<PHA definition>>) after implementation of the activity (number).	Actual households transitioned to self-sufficiency (<<PHA definition>>) after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark

should also be provided in Section (II) Operating Information in the space provided.				
Rent Reform #1 Interim Re-examinations				
PHA Definition of Self-Sufficiency: For this metric, LHA is defining self-sufficiency as families who voluntarily end participation in the voucher or public housing program.				
Unit of Measurement	**Baseline (FY 2013)**	**Benchmark**	**Outcome**	**Benchmark Achieved**
Number of households transitioned to self-sufficiency	HCV: 320 Households PH: 17 Households TOTAL: 337 Households	HCV: 200 Households TOTAL: 200 Households	To be provided in the MTW Annual Report.	To be provided in the MTW Annual Report.

Rent Reform 4

ACTIVITY: RENT CHOICE

Program Affected: HCV Program

Plan Year Proposed: FY 2008

Plan Year Approved: FY 2008

Plan Year Implemented: FY 2008

Plan Year Amended: FY 2009

Statutory Objective: Increase housing choice for low income families

DESCRIPTION OF ACTIVITY

The maximum initial rent for a family shall not exceed 50% of their monthly income at the time of approving tenancy and executing a HAP contract.

UPDATE ON STATUS OF ACTIVITY

When starting MTW in 1999, the housing authority elected to have no cap on rent burden in order to give maximum choice to voucher participants. However, an increasing number of households began putting their housing in jeopardy because their housing choice required 60% or more of household income be spent on shelter expenses. Given this trend, the housing authority in consultation with the Resident Advisory Board felt a rent burden cap was needed but elected to go higher than normal HUD rules. In FY19-20, MTW rules were applied to the Mainstream program as well. This eliminates the non-MTW comparison group for this initiative.

As shown in LHA's most recent MTW annual report, this initiative expands housing opportunities and spatial dispersal of voucher holders. In FY26 ninety-six voucher families utilized Rent Choice to move into thirty-six different census tracts. Among new admission or transfer households who exceed the 40% cap, 46% are residing in middle to upper income census tracts.

We believe this initiative will continue to be needed in order to maintain voucher utilization. Expanding this variable for families looking for housing gives participating households more

housing options within the city of Lincoln. With the option of exceeding the federal rent burden cap of 40%, families can extend their housing search outside of primarily low-income neighborhoods. This larger search area allows families to select housing that fits into a bigger picture of needs that also factors in work, school and family supports.

APPLICATION OF ACTIVITY TO SPV TYPES

Rent Choice rule to increase the maximum initial rent to 50% applies to all SPVs.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Rent Reform 5

ACTIVITY: AVERAGE UTILITY ALLOWANCES

Program Affected: HCV Program

Plan Year Proposed: FY 2000

Plan Year Approved: FY 2000

Plan Year Implemented: FY 2000

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

DESCRIPTION OF ACTIVITY

LHA uses one standard utility allowance per bedroom size regardless of tenant utility responsibility and will not issue utility reimbursement checks or payments. The utility allowances were established using the average utility cost per number of bedrooms per unit. The utility allowances are reviewed annually and adjusted based on rate changes.

This activity applies to both tenant-based and project-based vouchers.

The following chart shows the current Fair Market Rents (October 1, 2026) and the continued payment standards, utility allowances and target rents established in 2023. Adjustments to the SRO and zero-bedroom payment standards were necessary for the 2027 FMRs to ensure LHA remained within HUD's required range of 90%–110% of the applicable FMRs. Target Rents will take effect January 1, 2027. Utility Allowances were not updated for FY 2026–2027 and will remain unchanged, as they continue to fall within HUD's allowable range.

Bedroom Size	FY27 FMR	Payment Standard	% of FMR	Target Rent	Utility Allowance
SRO	$711	$650	91.42%	$650	$ -
0	$948	$870	91.77%	$819	$51
1	$1,009	$941	93.26%	$845	$96
2	$1,230	$1,173	95.37%	$1,032	$141
3	$1,703	$1,653	97.06%	$1,449	$204
4	$1,915	$1,801	94.05%	$1,541	$260
5	$2,202	$2,072	94.10%	$1,759	$313
6	$2,490	$2,324	93.33%	$1,963	$361

Tenant Protection Vouchers (TPVs) are meant to ensure there is no displacement of low-income residents as a result of various actions resulting in a loss of HUD subsidy assistance that is attached to a specific unit. HUD identifies and allocates Tenant Protection Vouchers as the special circumstances arise.

Enhanced Vouchers (EVs) are a form of TPV that, in certain circumstances, allows the gross rent to exceed the local voucher payment standard to allow existing families to remain in their units even if the owner increases the rents. Enhanced vouchers are generally issued to provide continued assistance for a family at the termination of project-based rental assistance program. If the family stays in the same project, the voucher payment standard covers the full market rent. Enhanced vouchers have several special requirements, but in all other respects are subject to rules of the tenant-based voucher program. Some of the differences include a special statutory minimum rent requirement and a special payment standard, applicable to a family receiving enhanced voucher assistance who elects to stay in the same unit. If the family moves, all normal voucher rules apply.

MTW Utility Allowance Hardship: If a household is eligible to receive an enhanced voucher and their unit's utility allowance exceeds the Moving to Work utility allowance at the time of program conversion, then the enhanced voucher household will be granted a Moving to Work Utility Allowance hardship.

The MTW Utility Allowance hardship will allow the enhanced voucher household to retain the utility allowance amount established on the date of the program conversion (i.e. locked-in enhanced utility allowance), as long as the following two conditions exist.

1) The tenant remains in the original unit; and
2) The MTW Utility Allowance is less than the "locked in "enhanced utility allowance.

Public Housing conversion to Project-Based Vouchers:

Mahoney Manor (AMP 1) was converted (RAD conversion) to project-based vouchers effective October 1, 2019. All utilities are included in the rent so there will not be a utility allowance for this property.

Most Family Scattered Site units (AMPs 2 & 3) converted to tenant protection vouchers on February 1, 2027, utilizing provisions of Section 18 Demolition/Disposition of Public Housing. In order to minimize disruption to existing tenants, the Average Utility Allowance is not being used for the remaining 193 units under the Section 18 conversion. The converted PBV development, Family Scattered Sites, will have its own utility

allowances.

UPDATE ON STATUS OF ACTIVITY

The average utility allowance has been part of the MTW program since 1999. Voucher participants appreciate the simplicity of a single utility allowance as it helps them to know the amount of rent assistance they can expect, making it far easier to search for a unit. They know what target rent they should attempt to achieve, and they understand the value of finding units that are energy efficient or with landlord paid utilities.

Both tenants & landlords support the average utility allowance method. They understand how rental assistance is calculated. In a baseline measure, it took nearly five times longer to explain standard utility allowances in a new admission appointment compared to an explanation of average utility allowances. In addition, administrative costs have been saved by not issuing utility reimbursement checks or payments and MTW utility allowance calculations have a very low error rate compared to non-MTW programs. In past HUD studies using data from RIM audits, utility allowance calculations have been in the top 5 of errors. LHA error rates on the simplified MTW utility allowances are extremely low. LHA continues to do an annual evaluation of utility allowances. No other changes are planned for this initiative.

APPLICATION OF ACTIVITY TO SPV TYPES

The one standard utility allowance rule applies to all SPVs.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Rent Reform 6

ACTIVITY: BIENNIAL RE-EXAMINATIONS

Programs Affected: HCV and PH

Plan Year Proposed: FY 2009

Plan Year Approved: FY 2009 and FY 2010

Plan Year Implemented: FY 2009 and FY 2010

Public Housing:

Effective March 15, 2009 for new move-ins

Effective July 1, 2009 for current tenants

Effective July 1, 2025 expanded from elderly or disabled families to all households

Housing Choice Voucher

Effective April 1, 2009 for new admissions

Effective July 1, 2009 for some current program participants

Effective July 1, 2025 expanded from elderly or disabled families to all households

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

DESCRIPTION OF ACTIVITY

Effective July 1, 2025, LHA expanded this initiative to conduct re-examination of all households, not just elderly or disabled, at least every two years. In order to balance the workload, LHA designed a two year transition process. For current head of households on an annual review cycle, those with a tenant ID ending in 0, 1, 2, 3 and 4 will continue to have their next re-exam according

to the month the re-examination is due between July 1, 2025 and June 30, 2026, and biennially thereafter. Those with a tenant ID ending in 5, 6, 7, 8 and 9 will have their next re-exam according to the month the re-examination is due between July 1, 2026 and June 30, 2027, and biennially thereafter.

If payment standards are increased the increase will go in effect at the first of either 1) upcoming biennial reviews with effective dates between 3 full months from the payment standard approval date and within 15 months of the payment standard effective date, 2) an interim re-exam to incorporate the new payment standard completed in the skip year for any biennial review not due within the 15 months timeframe established in the preceding criteria, or 3) an interim for a gross rent change. This interim re-exam will only implement the new payment standard (including target rent and utility allowance) but will not include adjustments to family income. The re-exams will be conducted on the household's annual anniversary date during the skip year. All households will continue to have interim re-examinations, with the exception of according to administrative policy.

UPDATE ON STATUS OF ACTIVITY

This activity was successfully implemented and has been ongoing for elderly or disabled households. Our FY2026 Annual Report data shows the number of biennial reviews for elderly and disabled households continued to increase to 899 households during the year, but that is because the overall number of elderly and disabled households continues to increase substantially and now totals 2,114 (over 63% of all Public Housing and HCV households) as of the end of FY2026. LHA has now expanded the initiative to the remaining third of households who are not elderly or disabled as part of our continued effort to reduce administrative burdens and increase incentives for work.

Tenants and voucher participants affected by this policy appreciate the reduced burden associated with the review process. In addition, they could have increased income between biennial re-examinations without a corresponding increase in their rent payment, which provides an additional incentive to work. Households continue to be eligible for rent decreases by means of interim re-examinations if they experience decreased income.

APPLICATION OF ACTIVITY TO SPV TYPES

The rule to conduct reviews at least every 2 years applies to all SPVs.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Initiative 1

ACTIVITY: INCOME ELIGIBILITY

Programs Affected: HCV & PH Programs

Plan Year Proposed: FY 2000

Plan Year Approved: FY 2000

Plan Year Implemented: FY 2000

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

DESCRIPTION OF ACTIVITY

All applicants for HUD subsidized units must provide adequate evidence that the household's anticipated annual income for the ensuing twelve-month period does not exceed the following income limits based on area median income adjusted for family size:

Housing Choice Voucher: 50% of median income

VASH: 80% of median income

Income targeting will not be used.

UPDATE ON STATUS OF ACTIVITY

Lincoln Housing Authority is using its MTW authority to waive income targeting standards. Rather than use national income targeting standards, LHA has designed its preference system to fit local needs and local program goals. LHA does not measure income targeting on an on-going basis, nor do we alter the order of the waiting list to meet income targeting goals. As part of our annual MTW report, we review admissions income levels relative to targeting standards each fiscal year, and we continue to meet federal targeting standards. In addition, we continue to meet the statutory objective to ensure that at least 75% of the families assisted are very low-income

families, as defined in section 3(b)(2) of the 1937 Act. This activity does not interfere with achieving that objective.

LHA has converted the remaining Public Housing portfolio to a project-based voucher (PBV) program. Due to this conversion under Section 18, LHA is continuing to apply the HCV income limit (50% of area median) for the converted PBV properties, and public housing income limits no longer apply.

In the Public Housing and Voucher Programs, 100% of Public Housing and voucher new admissions in the last fiscal year were very low income or extremely low income.

APPLICATION OF ACTIVITY TO SPV TYPES

The waiver of income targeting rule applies to all SPVs.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Initiative 2

ACTIVITY: RESPONSIBLE PORTABILITY

Program Affected: HCV Program

Plan Year Proposed: FY 2000

Plan Year Approved: FY 2000

Plan year Implemented: FY 2000

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

DESCRIPTION OF ACTIVITY

Voucher participants will be allowed to port out upon request, after leased up for a year, if the receiving PHA will absorb the LHA Voucher. If the receiving agency does not absorb then participants will only be allowed to port upon request as a reasonable accommodation or for an employment, education, safety or medical need if the receiving PHA's Payment Standards do not exceed the LHA Payment Standards. This restriction is not applicable in cases of Emergency Transfer outlined in Section XXVIII of the Administrative Plan.

An employment exception will not be granted if the employment is for less income than is being earned on the last action or it does not result in income above the MEI. An educational exception will not be granted unless it is full-time education for a program not available remotely.

UPDATE ON STATUS OF ACTIVITY

The housing authority's policy continues to provide appropriate opportunities to port while preserving the integrity of our MTW program. Housing staff continues to educate and inform participants and potential participants about the responsible portability policy. Data shows that most requests for portability are approved.

The purpose of responsible portability in our MTW program is to reduce costs and prevent families from porting out with their voucher because of our MTW policies. It was anticipated that some families would choose to port out just to avoid the work requirements and other expectations of the MTW program. Portability is allowed for specific reasons as listed above. Families are given information about our responsible portability policy and it is recognized that once people are aware of the policy, few formal requests are made. Our policy represents a highly successful implementation of a more responsible portability policy that could be adapted on nationwide basis. Portability represents a difficult and time-consuming administrative issue in voucher programs across the country. Allowing HA's to adopt policies that limit ports only for verifiable, good cause reasons would improve efficiency in voucher program administration nationwide.

In 2014, LHA did a time study on the amount of administrative time it takes per portable voucher and set a benchmark of 4.43 hours per voucher. Our baseline data reflects the results of this time study in the benchmark.

LHA has seen an increase in recent years of waiting list shopping – applicants from other parts of the country applying for a voucher in Lincoln to take back to their home state. Most of the increase in portability is a result of this practice. Often applicants are working in their home state, leave their job so they can come to Lincoln for a voucher and then port back home under the employment exception to return to the same job or a similar job that they had prior to moving to Lincoln. In the past fiscal year, we had 5 of 5 port out requests for employment approved. Our baseline level in 2008 was 5 ports out of 5 requests for employment reasons.

In April 2019, LHA modified its Administrative Plan to not permit voucher participants to port-out to housing authorities whose Payment Standards exceed the LHA Fair Market Rents unless the receiving PHA will absorb the LHA voucher. This restriction is not applicable in cases of Emergency Transfer outlined in Section XXVIII of the Administrative Plan.

APPLICATION OF ACTIVITY TO SPV TYPES

The Responsible Portability rule applies to all SPVs with the exception of VASH and EHV.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Initiative 3

Moved to Rent Reform 6 at HUD's request.

Initiative 4

ACTIVITY: HQS INSPECTIONS WAIVER

Program Affected: HCV Program

Plan Year Proposed: FY 2010

Plan Year Approved: FY 2010

Plan Year Implemented: FY 2010

Statutory Objective: Reduce cost and achieve greater cost effectiveness in federal expenditures

DESCRIPTION OF ACTIVITY

To encourage participating landlords and tenants to maintain their units in compliance with Housing Quality Standards (HQS), the required annual inspection will be waived for one year if the annual inspection meets 100% HQS upon first inspection at initial or annual inspection. All units will be inspected at least every other year. This initiative will also allow inspections to coincide with the next annual re-examination date rather than HUD's interpretation that inspections be conducted within 365 days of the previous inspection. HUD's interpretation resulted with a schedule of re-inspections every 10 months to ensure compliance with the interpretation of "every 365 days." Special inspections will continue to occur as determined by LHA.

HUD's Request for Tenancy Approval (RFTA) form was modified to satisfactorily implement this inspection incentive initiative. LHA developed a local form, the Request for Inspections and Unit Information form which is used in lieu of HUD's RFTA form HUD 52517, to reflect a city ordinance change that required all landlords to provide all trash services. In addition, LHA also changed this local form after the Landlord Advisory Committee requested a statement be added to the form to indicate when assistance will start. The local form can be found in Appendix B.

LHA will implement the National Standards for the Physical Inspection of Real Estate (NSPIRE) for its Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) programs effective February 1, 2027, in accordance with HUD requirements. LHA will transition from the previously applicable

Housing Quality Standards (HQS) inspection requirements to NSPIRE and will utilize the NSPIRE inspection standards throughout the 2027–2028 MTW Plan year.

In order to best retain participating landlords and serve tenants LHA is opting to not implement the Final Rule change to 24 CFR 982.404(d) regarding increasing the inspection abatement period to 60 days after noncompliance and to issue a voucher to a tenant 30 days prior to the termination of the HAP contract. The majority of abatements for LHA do not result in terminations and many tenants do not want to move from their current resident if the landlord will get into compliance with HQS. Issuing a voucher and the tenant notifying the landlord that they'll move presents a complication for the tenant and potential future landlord. If the current landlord resolves the deficiency(s) prior to termination and the tenant has already pursued a new unit the tenant and LHA then need to provide notice to the current landlord if no longer out of compliance. Currently, if a tenant wants to move during an abatement or once the HAP contract is terminated after an abatement the tenant requests and receives a 90-day voucher (or 120-days for VASH or Mainstream).

UPDATE ON STATUS OF ACTIVITY

This initiative is ongoing since April 1, 2009. Tracking the next inspection date and collecting data on skipped inspections are very time consuming. LHA monitors the impact of this policy through a variety of measurements including: 1) number of annual voucher program inspections completed; 2) percentage of annual HQS inspections passing at the first inspection; and 3) the number of complaint inspections. If the policy was to complete biennial inspections for all units regardless of the results of the inspection, it would be much simpler to implement and audit. However, to ensure the quality of units, it is necessary to retain an annual inspection cycle for some properties.

The inspection waiver policy no longer needs a Moving to Work waiver as the HCV voucher program rules have changed as noted in final rule number 5743-F-03 published March 8, 2016 in the Federal Register. However, the use of the modified Request for Tenancy Approval form and the ability to coincide annual inspections with recertification dates does require a waiver.

The inspection waiver policy continues to have positive impact on the voucher program by providing administrative cost savings to LHA and improving Lincoln's housing stock.

APPLICATION OF ACTIVITY TO SPV TYPES

The HQS inspection waiver applies to all SPVs.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Initiative 5

ACTIVITY: INSPECTIONS & RENT REASONABLENESS

Program Affected:	HCV Program
Program Year Proposed:	FY 2012
Program Year Approved:	FY 2012
Program Year Implemented:	FY 2012
Statutory Objective:	Reduce cost and achieve greater cost effectiveness in federal expenditures

DESCRIPTION OF ACTIVITY

LHA will perform all Inspections and Rent Reasonableness determinations on all tenant and project-based voucher units regardless of ownership of property management status including those that are owned or managed by LHA.

UPDATE ON STATUS OF ACTIVITY

LHA performs inspections and rent reasonableness determinations on the property owned or managed by LHA. This initiative has eliminated the administrative work and cost of acquiring and maintaining a contract to perform inspections and rent reasonableness determinations. Cutting out the middle man, the contractor; improves administrative efficiencies, eliminates confusion for the voucher participant, and improves the response time for performing inspections. LHA properties are generally in better condition than the average rental units participating in the voucher program. Our most recent report showed 71% of LHA properties passed at first inspection compared to 59% for all voucher properties. For FY2026, we achieved cost savings and efficiencies by not hiring an outside contractor.

APPLICATION OF ACTIVITY TO SPV TYPES

The Inspections and Rent Reasonableness rules applies to all SPVs.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Initiative 6

ACTIVITY: PROJECT-BASED SECTION 8 UNITS

Program Affected: HCV Program

Project-based units LHA owned or managed properties:

Plan Year Proposed: FY 2010

Plan Year Approved: FY 2010

Plan Year Implemented: Pending receipt of a viable application

Project-based units through other competitive process:

Plan Year Proposed: FY 2013

Plan Year Approved: FY 2013

Plan Year Implemented: FY 2013 to FY 2016

Statutory Objective: -Increase housing choice for low income families

-Reduce cost and achieve greater cost effectiveness in federal expenditures

DESCRIPTION OF ACTIVITY

The Moving to Work waivers being used are: 1) to transition LHA owned or managed units into Section 8 project-based assistance without a competitive bid, 2) allow the project-based sites to maintain a site-based waiting list, 3) allow the 25% unit allocation per project cap be removed, 4) allow unit amendments to the project-based HAP contract beyond the three year limit in order to add units not initially included, 5) eliminate the requirement to furnish a copy of each inspection report to the HUD field office, 6) allow zero HAP participants to occupy a unit indefinitely and the unit will remain designated as a project-based unit under contract, 7) implement the utility allowances in accordance with Rent Reform #5, 8) allow LHA to perform the functions of rent

reasonableness determinations, HQS inspections, and enter into agreements to the terms of the HAP contract without the need for an independent entity for LHA-owned units, 9) Adjust some rent requirements and inspection timing requirements for public housing conversions to project-based vouchers, and 10) Award project based vouchers to a City of Lincoln sponsored project serving homeless persons without competitive bid.

For tenants with zero HAP, if the tenant's income decreases, we will reinstate HAP payments. A zero HAP tenant will be eligible to move with a voucher in accordance with Housing Choice Voucher regulations. LHA complies with Housing Quality Standards, subsidy layering requirements, and other federal requirements regarding project-based assistance as set forth in Title 24 of the Code of Federal Regulations.

Project-based units through other competitive process:

In late 2017 LHA entered into a HAP contract for 70 project-based VASH vouchers at Victory Park Apartments. The project is the result of a collaboration between HUD, the Veterans Administration, LHA and the Lincoln Senior Foundation, a local non-profit organization that is redeveloping the Lincoln VA campus. HUD awarded LHA 45 project-based VASH vouchers for the development, and LHA converted an additional 25 tenant-based VASH vouchers into project-based vouchers for use in Victory Park Apartments. This development is part of the broader redevelopment of the VA campus. The "other competitive process" was the VA's selection process for an enhanced use lease agreement. LHA executed the Housing Assistance Payment Contract (HAP) for this project on December 1, 2017. All 70 units were ready for occupancy on December 1, 2017 and leasing started the same day.

As of July 17, 2015, the HUD Voucher Office has already authorized LHA to use 15 different MTW alternative requirements when administering HUD-VASH vouchers. On July 6, 2017, HUD approved an additional flexibility request to allow Victory Park Apartments to maintain a site-based waiting list and to implement the utility allowances in accordance with Rent Reform #5.

Project-based units LHA owned or managed properties:

LHA will provide project-based Section 8 assistance to property owned or managed by LHA, without a competitive bid. Site selection for LHA owned or managed property will be based on the need to increase, maintain and preserve affordable housing. Each site may create a separate wait list for applicants interested in renting project-based units. LHA will eliminate the restriction on the percentage of units leased in a building or project.

LHA signed a contract effective July 1, 2012 to phase-in the project-based assistance at Crossroads House during a three-year period. The phase-in period allowed the opportunity to maintain 100% leasing without undue hardship on the voucher program budget and leasing requirements as well as preventing the displacement of any households over the 50% median income limit. The phase-in period has been completed.

Crossroads House Apartments is an elderly apartment complex with 58 one-bedroom units located in downtown Lincoln at 1000 O Street. These units were selected for project-based assistance because of the ongoing community need to preserve existing affordable housing for the elderly population in this area. Since Crossroads House is a "tax credit" project, the definition of elderly is defined as 55 years or older, so residents must meet that age requirement to be eligible. The income eligibility limit for Crossroads House was set at the voucher program limit of 50% of median income rather than the tax credit limit of 60% median income. All 58 units are now project-based.

Public Housing conversion to PBV properties

LHA is now operating the converted Public Housing PBV developments in accordance with the HUD requirements, the MTW Agreement, and this LHA's MTW Plan, including the provision that LHA will conduct inspections and determine rent reasonableness for these vouchers. The most recent public housing NSPIRE inspection is recognized as a current passing NSPIRE-V inspection to facilitate the transition.

LHA will calculate rent in the following way for tenants whose Total Tenant Payment (TTP) equals or exceeds the Gross Rent for the unit (Zero HAP tenants) in RAD developments.

Mahoney Manor

Both existing tenants (pre-RAD conversion) and new tenants (post-RAD) conversion will pay rent based on their TTP up to the Gross Rent for the unit. Zero HAP tenants will continue to pay the Gross Rent for the unit indefinitely until their income decreases or the Gross Rent increases to a point where they qualify for HAP again. A tenant's portion of rent will not increase above the RAD PBV Gross Rent for the unit.

Rent Phase-in/Hardship Policy: We have developed the following phase-in of potential rent increases for households whose TTP exceeded the 2018 public housing ceiling rents at the time of RAD conversion at Mahoney Manor. At the first scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus $25.00. At the second scheduled annual or biennial recertification following conversion,

existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus $50.00. At the third scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay up to the gross rent at the time of the recertification.

Recertification Cycles: Upon conversion from public housing to project-based vouchers or tenant protection vouchers, the family's last public housing annual or interim income recertification will serve as the initial certification for the voucher program, and their last Public Housing inspection will serve as the initial NSPIRE-V inspection for the project-based voucher. The family will remain on the same annual or biennial review cycle and schedule.

Utility Allowances. LHA will continue to calculate unit-based utility allowances for converted Public Housing units rather than use the single Voucher utility allowance under Rent Reform Initiative #5. This will minimize disruption in the rent calculation for in-place public housing residents converting to vouchers.

UPDATE ON STATUS OF ACTIVITY

LHA plans to issue a request for proposals to project base 30 vouchers at a development that will serve persons fleeing Domestic Violence.

APPLICATION OF ACTIVITY TO SPV TYPES

Not applicable.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

LHA converted the remaining Family Scattered Site Public Housing units to project -based vouchers under the Section 18 Disposition of Public Housing requirements effective February 1, 2027.

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Initiative 7

ACTIVITY: RENTWISE TENANT EDUCATION

Program Affected: HCV Program

Plan Year Proposed: FY 2012

Plan Year Approved: FY 2012

Plan Year Implemented: FY 2012

Statutory Objective: Increase housing choice for low income families

Reduce cost and achieve greater cost effectiveness in federal expenditures

DESCRIPTION OF ACTIVITY

Lincoln Housing Authority is using combined MTW funds to support Nebraska RentWise, a tenant education program. This activity serves only households under 80% AMI and is related to the MTW objective of increasing housing choices for low-income families by providing training and education.

RentWise is a structured curriculum to educate renters on responsibilities necessary to become successful tenants with stable housing. Lincoln Housing Authority formed a collaborate group, the Lincoln RentWise Network consisting of representatives from an array of human service agencies in the Lincoln community. Network members identified the need for the program because of the common knowledge that many low-income families had great difficulty obtaining rental housing because of past problems. Those problems include rental or credit history, lack of experience (first time renters), stigmas associated with rental assistance programs, or other issues that cause potential landlords to see them as high-risk tenants.

Using certified trainers, RentWise teaches the knowledge and skills to be a successful renter and the issues that lead to problems for tenants. RentWise teaches participants how to secure and maintain safe and affordable rental housing. The six-module program is offered at no cost to participants and covers topics such as how to take care of and maintain the rental unit; how to

improve communication and reduce conflict between tenants and landlords; and how to improve the rental experience, manage money, and information on legal rights and responsibilities. The 12-hour curriculum uses lectures, workbooks, worksheets, demonstrations, and question & answer formats.

The Lincoln RentWise Network offers the six module educational series during both day and evening hours at a central location with city bus service. Lincoln Housing Authority provides coordination for registration, materials, interpreters, scheduling, tracking, and issuing certificates of completion.

UPDATE ON STATUS OF ACTIVITY

This activity was implemented October 1, 2011. Each twelve-hour series is scheduled over three days and each series is scheduled either once or twice a month. The program allows for 60 registrants per session. The number of classes offered is sufficient to meet the registration requests. RentWise is a pre-housing activity and participants are determined as income-eligible for RentWise based on self-declaration of income.

The program has been very well received by tenants and landlords. Some landlords offer incentives to RentWise graduates such as waiver of application fee or reduced deposit. LHA offers a secondary preference for the voucher program for RentWise graduates.

We have had increased requests for interpreters for the RentWise program. In order to more efficiently use interpreters and manage costs as well as reduce the distractions of having interpreters in a classroom setting, LHA obtained local grants for specialized equipment to be used by interpreters and participants.

In the fiscal year ending March 31, 2026, 218 households completed the Rentwise program. Over the history of RentWise, 46% of those who register complete all requirements of the program. Studies in the field of housing and the use of vouchers show that one of the biggest impediments to increasing housing choice, decreasing concentrated poverty and expanding housing opportunities is the knowledge base of the tenant, their understanding of the rental market, and their connections to the community. The RentWise program improves the knowledge base and thereby increases housing choice.

APPLICATION OF ACTIVITY TO SPV TYPES

Not applicable.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Initiative 8

ACTIVITY: RESIDENT SERVICES PROGRAM

Program Affected: HCV Program

Plan Year Identified: FY 2012

Plan Year Approved: FY 2012

Plan Year Implemented: FY 2012

Statutory Objectives: Increase housing choice for low income families

DESCRIPTION OF ACTIVITY

The resident services program provides outreach, case management, service coordination, and supportive services to tenants who are frail elderly or disabled and residing at Crossroads House apartments. Through an interlocal agreement, the program is operated by the Lincoln Area Agency on Aging (LAAA). This activity serves only households under 80% AMI and is related to the MTW objective of increasing housing choices for low-income families by providing a supportive services program which will allow residents to remain independent and prevent premature or unnecessary placement in assisted living facilities or nursing homes.

The resident services program is modeled after HUD's Congregate Housing Services Program which LAAA (grantee) currently offers at LHA's Burke Plaza (91 units) and Mahoney Manor (120 units). All residents are eligible for outreach, case management and service coordination. Residents who are frail with 3 or more deficits in Activities of Daily Living (ADLs) or who are disabled are eligible for supportive services which include personal care, housekeeping, and transportation subsidy. Participation in services by residents is not mandatory and is at the option of the resident. Individual supportive services under the contract are limited by an amount established annually.

A Professional Assessment Committee (PAC) reviews an assessment of each potential participant in supportive services to ensure each participant is an elderly person deficient in at least three ADLs or is a disabled individual.

A service coordinator provides general case management and referral services to all potential participants in the program and provides referrals to the PAC of those individuals who appear eligible for the program. The service coordinator educates residents about the services available, assists with applications, and monitors ongoing services. The service coordinator also coordinates the delivery of third party purchased supportive services for residents who are ineligible for the program supportive services in order to establish a continuum of care and assures access to necessary supportive services.

The LAAA contracts with qualified providers to furnish participants with supportive services including personal care, transportation, and housekeeping services. These three services are provided and funded as part of the program. MTW funds are used to provide reimbursement to LAAA under the interlocal agreement.

Personnel costs for the service coordinator are reimbursed at 100% for .35 FTE to serve Crossroads House. Supportive services are reimbursed at 75% with the remaining 25% billed to the participant receiving services. There is an annual limitation on individual supportive services to the program with an initial cap set at $2,000 and adjusted annually as needed. Due to rising costs of supportive services, we are planning on adjusting the cap for FY2027.

The resident services program is enhanced by the location of the downtown senior center located directly across the street from Crossroads House. This location affords easy access to the programs operated by the LAAA at the senior center which include education, recreation, social activities, health activities, and nutritional programs including a daily noon meal. This location also affords easy access to the service coordinator office and program administration, also located at the senior center site.

UPDATE ON STATUS OF ACTIVITY

LHA continued this initiative in the past year through an interlocal agreement with Lincoln Area Agency on Aging. The most recent annual report shows there were 48 individuals receiving service coordination in the program. There are 22 individuals who were at high risk for a higher level of service but were able to continue in independent living with supportive services. Without these supportive services, these 22 individuals would likely move to assisted living or nursing home care. This results in substantial savings of Medicaid dollars to remain in independent living versus assisted living or nursing home care.

Through service coordination, 42 residents also received assistance with services not funded under this program. The service coordinator explains services and benefits to residents and families, communicates and problem solves with service agencies, physicians, and other health care providers and building managers. New problem situations arise regularly, and they are addressed quickly. The service coordinator works with residents who are hospitalized or have temporary nursing home stays to plan for return home with supportive services.

APPLICATION OF ACTIVITY TO SPV TYPES

Not applicable.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

Initiative 9

ACTIVITY: LANDLORD INCENTIVE HAP

Program Affected: HCV Program

Plan Year Proposed: FY 2015

Plan Year Approved: FY 2015

Plan Year Implemented: FY 2015

Statutory Objective: Increase housing choice for low income families

DESCRIPTION OF ACTIVITY

As an incentive for landlords to participate in the MTW tenant-based voucher program, Lincoln Housing Authority will provide the landlord a one-time additional Housing Assistance Payment (HAP) of $400 for units that pass on the first inspection and $200 for units that fail the first inspection to be paid upon the execution of the HAP contract for the new unit and tenant. This HAP payment will be included with all other HAP reported in VMS. The landlord is not eligible for an additional HAP payment if the contract is executed for a transfer in units with the same landlord, or if the contract is executed due to a lease renewal or change. The following properties are also excluded from the additional landlord incentive payment: 1) properties managed or owned by Lincoln Housing Authority, or 2) properties receiving Low Income Housing Tax Credits.

This initiative came from discussions with our Landlord Advisory Committee who identified some of the following burden factors to participating in the voucher program: 1) the HAP contract creates additional paperwork and time, 2) inspection requirements result in repairs to units not otherwise required for a market-rate tenant, 3) landlords take time out of their busy schedule to meet with inspectors for HQS inspections, 4) landlords must wait for their first rental payment until after inspections and contracts are approved rather than on the day the lease is signed, and 5) landlords lose rental revenue while waiting for units to pass inspections. This initiative creates an incentive that recognizes these barriers and compensates the landlords accordingly.

UPDATE ON STATUS OF ACTIVITY

A goal of this initiative is to maintain or increase the number of landlords participating in the voucher program. Given the competitive rental market in Lincoln, landlord participation has been decreasing which is making it more difficult for voucher holders to obtain affordable housing. Adding participating landlords increases the success rate for vouchers issued and shortens the time it takes to lease a voucher.

After the implementation of the original $150 Landlord incentive, the voucher success rate improved by from 60% to 77% and the voucher lease time improved during the first 60 days of voucher issuance. The success rate then declined as the rental market tightened, and LHA increased the incentive payment from $150 to $200 effective April 1, 2020. While we did not see an increase in the success rate, the rate had also did not decline further. The incentive increased again to $400 for units that pass on the first inspection and remain at $200 for units that fail the first inspection. The increased was to not only try to increase new landlords and better utilize existing landlords but to also improve the success rate in passing inspections on the first inspection.

The initial improvements with the voucher leasing success rate and faster leasing time are quite impressive considering the challenges of Lincoln's rental market. Prior to the implementation of the Landlord HAP Incentive, 60% of the vouchers issued were leased. Data from the last fiscal year shows 72% of the vouchers issued were leased. The success rate has increased over the last year.

APPLICATION OF ACTIVITY TO SPV TYPES

This Landlord Incentive rule applied to all SPVs.

PROPOSED NON-SIGNIFICANT CHANGES OR MODIFICATIONS

No Changes

CHANGES OR MODIFICATIONS TO THE METRICS, BASELINES OR BENCHMARKS

No Changes

B: NOT YET IMPLEMENTED

All approved activities have been implemented.

C: ON HOLD

All approved activities have been implemented.

D: CLOSED OUT

No approved activities have been closed out.

V. Planned Application of MTW FUNDS

A. PLANNED APPLICATION OF MTW FUNDS

i. Estimated Sources of MTW Funds

FDS Line Item Number	FDS Line Item Name	Dollar Amount
70500 (70300+70400)	Total Tenant Revenue	$0
70600	HUD PHA Operating Grants	$26,034,300
70610	Capital Grants	$725,400
70700 (70710+70720+70730+70740+70750)	Total Fee Revenue	0
71100+72000	Interest Income	$124,400
71600	Gain or Loss on Sale of Capital Assets	0
71200+71300+71310+71400+71500	Other Income	$130,100
70000	Total Revenue	$27,014,200

ii. Estimated Application of MTW Funds

FDS Line Item Number	FDS Line Item Name	Dollar Amount
91000(91100+91200+91400+91500 +91600+91700+91800+91900)	Total Operating - Administrative	$1,915,600
91300+91310+92000	Management Fee Expense	$834,800
91810	Allocated Overhead	0
92500 (92100+92200+92300+92400)	Total Tenant Services	$62,800

93000 (93100+93600+93200+93300 +93400+93800)	**Total Utilities**	**0**
93500+93700	**Labor**	**0**
94000 (94100+94200+94300+94500)	**Total Ordinary Maintenance**	**0**
95000 (95100+95200+95300+95500)	**Total Protective Services**	**0**
96100 (96110+96120+96130+96140)	**Total Insurance Premiums**	**$31,100**
96000 (96200+96210+96300+96400 +96500+96600+96800)	**Total Other General Expenses**	**$580,600**
96700 (96710+96720+96730)	**Total Interest Expense and Amortization Cost**	**0**
97100+97200	**Total Extraordinary Maintenance and Capital Fund Expenditure**	**0**
97300+97350	**HAP + HAP Portability-In**	**$23,589,300**
97400	**Depreciation Expense**	**$5,000**
97500+97600+97700+97800	**All Other Expense**	**0**
9000	**Total Expenses**	**$27,019,200**

Description of any variance between Estimated Total Revenue and Estimated Total Expense:

Uses of MTW Funding exceeds Estimated Sources of MTW Funding for the Fiscal Year by $5,000. Depreciation is a non-cash expense and shown at $5,000 under Estimated Uses.

MTW Funding Sources, after removing the non-cash expense of depreciation, equals Uses of MTW Funding.

iii. Description of Planned Application of MTW Funding Flexibility

See Section IV, Initiatives 7 and 8

Upon conversion of the remaining Public Housing to project-based vouchers under the Section 18 disposition process, LHA will transfer and/or use any remaining Public Housing operating reserves or capital funds for the operation of the converted public housing units until those funds are depleted.

In addition, following conversion of Public Housing units under Section 18, LHA anticipates receiving Asset Repositioning Funds (ARF) and Demolition Disposition Transitional Funding (DDTF). LHA will utilize the funds for capital improvements at the converted public housing properties, supplement voucher program administrative or HAP costs, or keep the funds in reserve for future use.

(IV.) PLANNED APPLICATION OF PHA UNSPENT OPERATING FUND AND HCV FUNDING

Original Funding Source	Beginning of FY - Unspent Balances	Planned Application of PHA Unspent Funds during FY
HCV HAP*	$1,485,144	$60,000 BUF $1,425,144 HAP
HCV Admin Fee	$2,432,275	$2,000,000 Emerald View II $432,275 Admin Expenses
PHG House Sales	$1,082,000	$155,000 Disposition Costs $927,000 Capital Improvements or HCV HAP
TOTAL:	**$4,999,419**	**$4,999,419**

*Unspent HAP funding should not include amounts recognized as Special Purpose Vouchers reserves.

HCV HAP: $60,000 to be used for Broader Uses of Funds – CHSP and Rent Wise

HCV unspent HAP balance of $1,425,144 will be available for HAP expenses.

HCV Admin Fee: $2,000,000 To be used for development of a LIHTC project – Emerald View II.

HCV Admin Fee: $432,275 will be available to offset future losses in operating the program.

PHG House Sales: $155,000 to be used for Disposition Costs

PHG House Sales: $927,000 to be available for capital improvements to PBRA and PBV properties or for HCV HAP.

(V.) LOCAL ASSET MANAGEMENT PLAN

i. Is the MTW PHA allocating costs within statute? YES

ii. Is the MTW PHA implementing a local asset management plan (LAMP)? NO

iii. Has the MTW PHA provided a LAMP in the appendix? NO

iv. If the MTW PHA has provided a LAMP in the appendix, describe any proposed changes to the LAMP in the Plan Year or state that the MTW PHA does not plan to make any changes in the Plan Year: Not Applicable

(VI.) RENTAL ASSISTANCE DEMONSTRATION (RAD) PARTICIPATION

i. Description of the RAD Participation

LHA submitted its application for the RAD program on August 31, 2018. Lincoln Housing Authority plans to convert assistance of most of its 320 public housing units (AMP 1, AMP 2, and AMP 3) to Section 8 Project-based Vouchers which will be administered by LHA under a Voucher Annual Contributions Contract (ACC) and the Moving To Work Agreement. LHA created a nonprofit controlled affiliate, Lincoln Public Housing, Inc, to serve as the legal ownership entity. We have completed the RAD conversion for Mahoney Manor as of October 1, 2019.

LHA re-positioned the remaining Family Scattered Site Public Housing units to tenant protection vouchers under the Section 18 Disposition of Public Housing process in FY2026-27.

ii. Has the MTW PHA submitted a RAD Significant Amendment in the appendix?

Yes, See Appendix E

iii. If the MTW PHA has provided a RAD Significant Amendment in the appendix, state whether it is the first Significant Amendment submitted or describe any proposed changes from the prior RAD Significant Amendment:

The RAD Significant Amendment in Appendix E is substantially the same as the one submitted in the MTW Annual Plan for fiscal year 2021-2022.

VI. Administrative

A. Board Resolution Adopting the Annual MTW Plan Certification of Compliance

See TAB 1 Appendix A

B. Documentation of Public Process

C. Planned or Ongoing PHA-Directed Evaluations of the Demonstration

Not Applicable

D. Lobbying Disclosures

See TAB 1, Appendix C

E. Capital Fund Program:

Annual Statement/Performance and Evaluation Reports

See TAB 1, Appendix D

F. Violence Against Women Act (VAWA)

Lincoln Housing Authority's program policies and procedures intend to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. The following policies or activities have been established to support these victims.

* LHA collaborates with all domestic violence agencies. Applications are made available at the local shelter. Domestic violence staff is provided an opportunity to be trained by LHA staff on how to complete on-line applications. The use of on-line applications allows the applications to be expedited and allows the victim to stay in their secured environment. LHA provides a grant to a local domestic violence agency and provides 13 transitional housing units and 12 single family shelter units for domestic violence victims.

* A preference is established for the Public Housing and Housing Choice Voucher waiting lists for domestic violence victims.

* The domestic violence victim retains their voucher during a household separation.

* Housing Choice Voucher participants are able to port-out their vouchers out of the LHA jurisdiction for domestic violence or other safety reasons.

* LHA has adopted emergency transfer plans for the Housing Choice Voucher program and for all LHA properties. Families are allowed to transfer their voucher from the contracted unit during a 12-month period if the family is fleeing for their safety which requires relocation.

* LHA reviews police activity in all units owned by LHA or assisted by Section 8 monthly to determine the need for family support services. A LHA Family Support Worker will contact the victim to assist with obtaining the appropriate resources.

* Through the City of Lincoln's Urban Development Department, LHA provides security deposit assistance to homeless domestic violence victims that are voucher participants.

* Through the Housing Choice Voucher program, a Homeless program has been established with homeless agencies. The local domestic violence agency is a committee member and case manager for this Homeless program. The Domestic Violence case manager provides referrals to the program. This program allows the victim to receive a specialized voucher and provide supportive assistance to stabilize the family.

* During Public Housing admissions and Housing Choice Voucher program admissions, eligibility denial, and program terminations, participants are notified of the VAWA and provided the HUD form 5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and HUD form 5380 Notice of Occupancy Rights under the Violence Against Women Act.

* Landlords participating in the voucher program are notified of the VAWA responsibilities via the HAP contract and newsletter. The HUD form 5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking is added to each new HAP contract.

G. Assessment of Fair Housing

In accordance with HUD's Affirmatively Furthering Fair Housing rule, LHA entered into a Collaboration Agreement with City of Lincoln and completed an Assessment of Fair Housing (AFH). The City of Lincoln was the lead entity and submitted the AFH to HUD in December 2017. Following submission, HUD delayed implementation of the rule and did not review, approve or comment on Lincoln's AFH.

H. Smoke-free Public Housing

HUD's Smoke-Free Public Housing Rule required that all Public Housing units must be covered by smoke-free policies by July 30, 2018. Lincoln Housing Authority Implemented HUD'S rules effective June 1, 2018.

TAB 1. Appendix

A. **Board Resolution Adopting the Annual MTW Plan and Capital Fund Program Five Year Five Year Action Plan;**

Annual Moving to Work Plan Certification of Compliance (HUD Form 50900)

B. **Request for Inspection and Unit Information Form**

C. **Lobbying Disclosures**

-HUD 50071
-SF-LLL

D. **Capital Fund Program: Annual Statement/Performance and Evaluation Report**

-Five Year Action Plan

E. **Rental Assistance Demonstration (RAD)**

F. **Resident Advisory Board Minutes**

Appendix A

Board Resolution Adopting

the

Annual MTW Plan

&

Capital Fund Program Five Year Action Plan

Annual Moving to Work Plan
Certificate of Compliance
HUD Form 50900

HOUSING AUTHORITY
OF THE
CITY OF LINCOLN, NEBRASKA

RESOLUTION NO._____

APPROVING THE LINCOLN HOUSING AUTHORITY
MOVING TO WORK ANNUAL PLAN and
CAPITAL FUND PROGRAM FIVE-YEAR ACTION PLAN
SUBMITTAL FOR FY 2027-2028

WHEREAS, the U. S. Department of Housing and Urban Development has entered into an agreement with the Lincoln Housing Authority for participation in the HUD Moving To Work Demonstration Program; and

WHEREAS, under the agreement, the Lincoln Housing Authority is required to prepare and submit to HUD a Moving To Work (MTW) Annual Plan; and

WHEREAS, in order to participate in the HUD Capital Fund Program, the Lincoln Housing Authority is required to prepare and submit to HUD a Capital Fund Program Five-Year Action ; and

WHEREAS, the Lincoln Housing Authority has prepared a Moving to Work Annual Plan for FY 2027-2028 which encompasses a Capital Fund Five-Year Action Plan in accordance with HUD's rules, regulations, and guidance; and

WHEREAS, the MTW Annual Plan and Capital Fund Program Five-Year Action Plan must be approved by the LHA Board of Commissioners for submittal to HUD;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Lincoln that the FY 2027-2028 Annual Moving To Work Plan and Capital Fund Program Five-Year Action Plan are hereby approved for submittal to HUD; and

BE IT FURTHER RESOLVED by the Board of Commissioners that the chairperson of the board is authorized to sign the HUD-required certifications of compliance to be submitted to HUD in conjunction with the FY 2027-2028 Annual Moving To Work Plan and Capital Fund Program Five-Year Action Plan submittal.

Dated this 14th day of January, 2027.

_____
Dallas McGee, Chairperson

ATTEST:

_____
Chris Lamberty, Secretary

OMB Approval No. 2577-0216 (exp. 08/31/2027)

CERTIFICATIONS OF COMPLIANCE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING
Certifications of Compliance with Regulations:
Board Resolution to Accompany the Annual Moving to Work Plan

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chair or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the MTW PHA Plan Year beginning (04/01/2027), hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

(1) The MTW PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the MTW PHA conducted a public hearing to discuss the Plan and invited public comment.

(2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan.

(3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).

(4) The MTW PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1), the Fair Housing Act (42 USC 3601 et seq.), section 504 of the Rehabilitation Act of 1973 (29 USC 794), title II of the Americans with Disabilities Act of 1990 (42 USC 12131 et seq.), the Violence Against Women Act (34 USC 12291 et seq.), all regulations implementing these authorities; and other applicable Federal, State, and local fair housing and civil rights laws.

(5) The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.

(6) The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).

(7) The MTW PHA will affirmatively further fair housing in compliance with the Fair Housing Act, 24 CFR 5.150 et. seq, 24 CFR 903.7(o), and 24 CFR 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing requires meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR 5.151). The MTW PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

(8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.

(9) In accordance with the Fair Housing Act and Act's prohibition on sex discrimination, which includes sexual orientation and gender identity, and 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not base a determination of eligibility for housing based on actual or perceived sexual orientation, gender identity, or marital status and will not otherwise discriminate because of sex (including sexual orientation and gender identity),will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing

(10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

(11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 75.

(12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.

OMB Approval No. 2577-0216 (exp. 08/31/2027)

(13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment,31 U.S.C. § 1352.

(14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

(15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

(16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.

(17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

(18) The MTW PHA will keep records in accordance with 2 CFR 200.334 and facilitate an effective audit to determine compliance with program requirements.

(19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

(20) The MTW PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable.

(21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982 or as approved by HUD, for any Housing Choice Voucher units under administration.

(22) The MTW PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.

(23) All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its Plan and will continue to be made available at least at the primary business office of the MTW PHA and should be made available electronically, upon request.

Housing Authority of the City of Lincoln, Nebraska	NE002
MTW PHA NAME	***MTW PHA NUMBER/PHA CODE***

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

Dallas McGee	Board Chair
NAME OF AUTHORIZED OFFICIAL	***TITLE***
SIGNATURE	***DATE***

* ***Must be signed by either the Chair or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chair or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.***

Appendix B

Request for Inspection

And

Unit Information Form

Request for Inspections and Unit Information
Moving to Work Housing Choice Voucher Program

Lincoln Housing Authority
P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505
Phone: (402) 434-5500 • Fax: (402) 434-5502

Owner:

Thank you for your interest in working with Lincoln Housing Authority to provide affordable housing.

Please complete and return the attached form with your potential tenant.

The form may be mailed, hand delivered, emailed, or faxed.

Return the form to:
Lincoln Housing Authority (LHA)
5700 R Street
Lincoln, NE 68505

Fax: (402) 434-5502
Email form to: Inspectiondesk@L-housing.com

An inspection of your unit will be scheduled once we receive the completed form. At the time of the appointment our inspector will determine if the unit meets minimum Housing Quality Standards (HQS) and the proposed rent is acceptable within the current market conditions.

If you have any questions about this form, the inspection or the process to participate as an owner with the Moving to Work Housing Choice Voucher program, please feel free to contact the Inspections Department at (402) 434-5522.

Owner Information Only

Lease Information

After the unit passes inspection and before LHA can approve the Housing Assistance Payment (HAP) contract with the owner, the owner must provide LHA a copy of the signed lease with the tenant.

The following items are required to be disclosed in the lease.

1. **Owner/Landlord** name and **Tenant(s)** name
2. **Contract Rent** (as approved by the inspector).
3. **Address** of the unit including any apartment number.
4. **The term of the lease** must match the HAP contract. The term must be for a 12 month period but not more than 12 months. Example lease starts on 01-15-12, then it must end 12-31-12.
5. **Renewal terms**. Will the lease continue month-to-month or year-to-year?
6. **Utilities**. State what utilities the owner will provide and what utilities the tenant will provide.
7. **Appliances**. State what appliances are provided by the owner such as stove, refrigerator, dishwasher, washer and dryer and etc.
8. **Signatures** by both the tenant and owner/property manager.

The HUD tenancy addendum will be attached to your lease once LHA approves the Housing Assistance Payment contract with you.

Payment Information

After the unit passes inspection, LHA will mail or email the owner a Housing Assistance Payment (HAP) contract. The owner will return the signed contract with their signed lease for LHA's approval. Once LHA approves the contract and lease, the payment will be issued to the owner via direct deposit. All Housing Assistance payments made to the owner is reported to the Internal Revenue Service (IRS) as indicated on the W-9 on file with LHA.

Please note: The owner (including a principal or other interested party) cannot be the parent, child, grandparent, grandchild, sister or brother of any member of the family unless LHA has determined (and has notified the owner and the family of such determination) that approving the lease of the unit, notwithstanding such a relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Inspection Incentive

Typically, LHA is required to inspect each assisted unit on a yearly basis. The incentive is if your unit passes inspection at the first inspection and does not require additional items to be rechecked at a later date, then LHA will skip the following year's required annual inspection.

Office Use Only

Inspection Date: _____

Time: _____

Inspector: _____

Tenant name: _____

Lincoln Housing Authority

P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505
Phone: (402) 434-5500 • Fax: (402) 434-5502

The entire form must be completed and returned.

Unit Information

Address of Unit to be rented

Street Address	Apartment #	Zip Code

What are you proposing to charge for rent? **Unit information**

Rent Requested?	Date unit available for Inspection	# of bedrooms	Year constructed

Unit Type: Check one

☐ Apartment ☐ Duplex ☐ House ☐ Town House/Row House ☐ Mobile Home ☐ Tri-plex

Who will be responsible to pay for the following utilities?

The tenant can be responsible any utilities provided to the unit as long as the utility is metered separately from other tenants and common areas.

Check box	Who pays?		Fuel type?			
Heating	☐ Tenant	☐ Owner	☐ Natural gas	☐ Electric	☐ Other	_____
Cooling	☐ Tenant	☐ Owner	☐ Natural gas	☐ Electric	☐ Other	_____
Other Electric	☐ Tenant	☐ Owner	☐ Natural gas	☒ Electric	☐ Other	_____
Cooking	☐ Tenant	☐ Owner	☐ Natural gas	☐ Electric	☐ Other	_____
Water Heating	☐ Tenant	☐ Owner	☐ Natural gas	☐ Electric	☐ Other	_____
Water/Sewer	☐ Tenant	☐ Owner				
Trash collection		☒ Owner: Lincoln Municipal Code				

Who will be responsible to provide the following appliances?

Check box	Who provides?		
Range/Stove	☐ Owner	☐ Tenant	What utility does it use? ☐ Gas ☐ Electric
Refrigerator	☐ Owner	☐ Tenant	

Please check the box, if the owner will provide the following

☐ Dishwasher ☐ Disposal ☐ Washer ☐ Dryer ☐ Microwave ☐ Garage

Are you related to any household member who will be residing in the unit? ☐ Yes ☐ No

If yes, how are you related? _____

Is this unit federally subsidized by another program? ☐ Yes ☐ No

If yes, check the box that indicates the type of subsidy.

☐ Home ☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Tax Credit

☐ Section 236 (Insured and noninsured) ☐ Section 515 Rural Development ☐ Other _____

Indicate the number of units in the building or apartment complex ☐

(If 5 or more units, please complete the following comparison.)

Provide three (3) comparisons of contract rent for any "unassisted" units that are similar to the unit listed above, i.e. same bedroom size, and located within the same premise. Start with comparable units with lowest rent first.

Address and unit number	Rent amount	Date lease/rent started

Please note that LHA has not screened the family's behavior or suitability for tenancy. Screening is the owner's own responsibility.

Tenant and Owner Representative: By signing this form, you certify the information given to Lincoln Housing Authority is accurate and complete to the best of your knowledge and belief. Your signatures indicate the unit is ready to be inspected by LHA. The Head of Household's signature confirms he/she has examined the unit and the unit's current condition is acceptable "as is." ***Tenant: If you are requiring repairs or changes to this unit, please have them completed by the owner before submitting this form to LHA to schedule the inspection.***

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address (street, city, state and zip)		Present Address of Family (street, apartment no., city, state, & zip)	
Telephone	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)
Owner or property manager Email address			

☐ Check box if you do not want to receive contract and other documents through email

Attention Owner/Manager- Check Proceeds will be reported to the IRS as indicated on the W-9 on file with LHA. Please complete the following as it appears on the W-9 on file with Lincoln Housing Authority.

Owner Name:
Owner Social Security Number or Federal ID number:

ESTIMATE ONLY!

If Rent is equal to or exceeds $_____ (target rent) then the Maximum Payment from LHA will be $_____.

Final payment determination is made after contracts are approved by LHA.

Move-In Date & Assistance Start Date

The **owner** and **tenant** decide when the tenant can move into the unit; LHA recommends the tenant waits to move into the unit until after the unit has passed inspection.

Housing Assistance cannot start prior to _____, the date the unit passes inspection or the date the tenant moves into the unit, whichever occurs last.

Tenant Information

Tenant/Applicant name _____ #SSN _____

_____ Voucher BR Size _____ Family Size Minors under 6 years old: ☐ Yes ☐ No

Next Annual Re-exam to be completed by _____

Housing Representative _____ Payment Standard _____ Target rent _____

LINCOLN HOUSING AUTHORITY

LEAD-BASED PAINT DISCLOSURE

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Owner – Please complete with tenant

☐ Non- Applicable - The unit was built in 1978 or later; the lead-based paint disclosure requirements do not apply. (If you checked this box, please skip to the Certification of Accuracy section for signature)

If the unit was built before 1978, you must complete the sections A & B below. Check the box that applies in each section.

LESSOR'S DISCLOSURE (Owner) – Check (i) or (ii) for both sections A & B

A. Presence of lead-based paint and/or lead-based paint hazards

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

_____

_____

(ii) ☐ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the owner

(i) ☐ Owner has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards. List documents:

_____

_____

(ii) ☐ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

LESEE'S ACKNOWLEDGMENT (Tenant) – Please Initial

(C) _____Tenant has received copies of all information listed above.

(D) _____Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

AGENT'S ACKNOWLEDGMENT

(E) _____ Agent's Acknowledgment (initial) (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The parties below have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor (Owner)	Date	Lessee (Tenant)	Date
Lessor (Owner)	Date	Lessee (Tenant)	Date
Lessor's Agent	Date	Lessee's Agent	Date

Appendix C

Lobbying Disclosures

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

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

1. Type of Federal Action:
[a] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[c] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
[x] Prime [ ] Subawardee
Tier _____, *if known*:

Congressional District, *if known*: First

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:
US Dept of Housing & Urban Development

7. Federal Program Name/Description:
Public Housing/Section 8 Moving to Work Demonstration
CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: Chris Lamberty
Title: Executive Director
Telephone No.: 402-434-5540 Date: 10/28/2026

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes,including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Housing Authority of the City of Lincoln, NE

Program/Activity Receiving Federal Grant Funding

Public Housing/Section 8 Moving to Work Demonstration

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

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

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

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

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

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

Name of Authorized Official	Title
Chris Lamberty	Executive Director
Signature	Date (mm/dd/yyyy)
	10/28/2026

Appendix D

Capital Fund

Capital Fund Program

Five Year Action Plan

PROPOSED 5-YAP - *REVISED*

2026

HALL		
HANSEN		
PEDERSEN		
LARSON		
P30		
F39		
A12		
Administration		
Fees & Costs		
MTW		$725,396

$725,396

As of 9/30/2026

PROPOSED 5-YAP

2027

HALL		
HANSEN		
PEDERSEN		
LARSON		
P30		
F39		
A12		
Administration		
Fees & Costs		
MTW		$725,396
		$725,396

As of 9/30/2026

2028

HALL		
HANSEN		
PEDERSEN		
LARSON		
P30		
F39		
A12		
Administration		
Fees & Costs		
MTW		$725,396
		$725,396

2029

HALL		
HANSEN		
PEDERSEN		
LARSON		
P30		
F39		
A12		
Administration		
Fees & Costs		
MTW		$725,396
		$725,396

2030

HALL		
HANSEN		
PEDERSEN		
LARSON		
P30		
F39		
A12		
Administration		
Fees & Costs		
MTW		$725,396

$725,396

2031

HALL		
HANSEN		
PEDERSEN		
LARSON		
P30		
F39		
A12		
Administration		
Fees & Costs		
MTW		$725,396

$725,396

Appendix E

Rental Assistance Demonstration (RAD)

Significant Amendment

Rental Assistance Demonstration (RAD) Significant Amendment

RAD provides the opportunity to convert public housing properties to long-term, project-based Section 8 rental assistance to achieve certain goals, including the preservation and improvement of these properties through enabling access by PHAs to private debt and equity to address immediate and long-term capital needs. RAD is also designed to test the extent to which residents have increased housing choice after conversion and the overall impact on the subject properties.

Lincoln Housing Authority (LHA) submitted its application for the RAD program on August 31, 2018. Lincoln Housing Authority plans to convert assistance most of its 320 public housing units (AMP 1, AMP 2, and AMP 3) to Section 8 Project-based Vouchers via RAD and/or Section 18 Disposition which will be administered by LHA under a Voucher Annual Contributions Contract (ACC) and the Moving To Work Agreement. Contract rents will be established in accordance with HUD requirements and adjusted annually by HUD's Operating Cost Adjustment Factors (OCAF) on each anniversary of the HUD contract, subject to the availability of appropriations of each year of the contract and rent reasonableness. The initial contract will be for a period of at least 15 years. At the expiration of the initial contract and each renewal contract, the Voucher Agency shall offer and the authority shall accept a renewal contract. Each RAD conversion project with a Project-based Voucher HAP contract will also be subject to a RAD Use agreement that will renew with the HAP contract. Residents of RAD projects will have a choice-mobility option following a one year initial lease. Flexibilities of the Moving to Work (MTW) agencies shall be retained with respect to the voucher program.

LHA completed the RAD conversion of Mahoney Manor (AMP 1) to Project-based Vouchers effective October 1, 2019. LHA withdrew from the CHAP for the remaining public housing scattered site units (AMP 2 and AMP 3) due to its decision to pursue Section 18 disposition and Tenant protection Vouchers for those properties.

Regardless of any funding changes that may occur as a result of conversion under RAD, Lincoln Housing Authority certifies that it will maintain its continued service level at Mahoney Manor and the scattered site public housing units.

<u>The following information is provided in accordance with PIH Notice 2012-32, Attachment 1D–Requirements for RAD-Specific PHA Plan and/or Significant Amendment to the PHA Plan Submission.</u>

1. Description of Units to be covered:

	Mahoney Manor	Turnkey	P30	F39	A12	ALL PROJECTS
	AMP 1	AMP 2	AMP 2	AMP 3	AMP 3	
	Elderly and Near Elderly	Family	Family	Family	Family	
Bedroom Size						TOTAL
0	63					63
1	52			10		62
2	5	6	30	21		62
3		89		8	12	109
4		19				19
5		5				5
TOTAL UNITS	120	119	30	39	12	320

LHA has 320 total public housing units divided into three Asset Management Projects (AMP) Mahoney Manor (AMP 1) is a senior high rise with 120 apartments, almost all zero and 1 bedroom. AMP 2 and AMP 3 are single-family and duplex units in scattered locations throughout the city, which primarily serve families with children due to the bedroom sizes of the units. LHA plans to convert all three Public Housing AMPs to two project-based voucher projects: Mahoney Manor and a scattered site development. This is the totality of LHA's public housing program. LHA is preparing a Section 18 disposition application for the scattered sites. Whether through RAD or Section 18, our intention is to convert the entire portfolio to vouchers.

2. Change in the number of units as part of the conversion:
   a. De minimis unit reductions — NOT APPLICABLE
   b. Unit reductions exempt from de minimis cap — NOT APPLICABLE
   c. Changes in bedroom distribution of units — NOT APPLICABLE

LHA is not making any changes to the number of units or bedroom sizes. LHA units are in good condition, and LHA plans a subsidy conversion without significant rehabilitation. LHA intends to continue to own and operate the units as income based rental housing. RAD conversion will result in elimination of the Public Housing Capital Fund and Public Housing Operating Fund. LHA will operate the converted properties and establish capital improvement reserves from the rental income stream, which is how LHA operates all its other rental properties. The current Capital Fund 5-year plan will be used as a basis for future capital improvement planning.

3. Changes in the polices that govern eligibility, admission, selection, and occupancy of units after the project has been converted:

LHA plans to continue to operate the properties within substantially the same parameters as before except for changes related to the switch from the public housing program to the voucher program. Mahoney Manor will continue to function as a senior facility with a preference for elderly applicants. The scattered site units will continue to be available to all, and will primarily serve families due to bedroom sizes. For RAD conversion projects, LHA will comply with the Resident Rights and protection provisions in Notices 2012-32, REV-3 and PIH 2014-17.

LHA currently maintains two separate waiting lists for Public Housing: One for Mahoney Manor and one for family public housing (AMPs 2 and 3). LHA will continue to operate the same waiting lists following conversion and will continue to offer preferences for homelessness, displaced by domestic violence, and displaced by fire, flood or storm. For wheelchair accessible units, LHA will continue to give priority to applicants who need the accessibility features. The initial income eligibility will change from 80% of median income to 50% of median income due to the change to the Voucher program and the contract rent levels.

4. Transfer of assistance at the time of conversion:

   Not applicable

5. Lincoln Housing Authority is not currently under a voluntary compliance agreement, consent order, or consent decree or final judicial ruling or administrative ruling or decision.

6. Lincoln Housing Authority certifies that the RAD conversion complies with all applicable site selection and neighborhood review standards. This RAD conversion is subsidy conversion only with no changes in sites or substantial rehabilitation.

   The scattered site units are located in neighborhoods throughout Lincoln. The units are in good condition, blend in well with surrounding housing and have access to social, recreational, educational, commercial and health facilities and services commensurate with unassisted housing throughout the city. The scattered site units are consistent with the goal of deconcentrating poverty.

   Mahoney Manor is a senior high rise located in the Havelock neighborhood, a low poverty area. It is located close to a commercial business district with a senior center and grocery store, and has access to other social, recreational, educational, commercial and health facilities and services commensurate with unassisted housing throughout the city.

7. Resident informational meetings were held on August 15 and 16, 2018 to discuss the possible conversion of public housing to project-based vouchers. Minutes to the meetings were submitted with the RAD applications. Additional meetings with Mahoney Manor residents were held on April 23, 2019 and September 16 and 23, 2019.

The September meetings included a voucher program briefing and signing of new leases as part of the October 1, 2019 conversion.

8. LHA has voucher reserves to use if necessary to adjust RAD contract rents. We will continue to utilize substantially the same number of tenant based vouchers.

9. Through public notice, LHA informed the community of the effect of conversion on the Capital Fund Program Budgets which will be eliminated as a result of converting AMP 1, AMP 2, and AMP 3 to project-based vouchers. Whether through RAD or Section 18 disposition, LHA will establish reserves and manage the properties, as it does for all other LHA properties, through rental income and contributions to reserves and any transitional funding provided as part of the disposition process.

Appendix F

Resident Advisory Board Minutes

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

LINCOLN HOUSING AUTHORITY

Effective
February 1, 2027~~2026~~

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SECTION I
INTRODUCTION

This policy applies to all units owned or managed by the Lincoln Housing Authority (LHA). It sets forth broad policy requirements for staff performing occupancy-related work. LHA has designed this Admissions and Continued Occupancy Policy (ACOP) to take into consideration the needs of individual families for affordable housing and the needs of LHA's mission to develop and operate a socially and financially sound affordable housing program. This policy references other procedural documents that are developed by LHA staff to describe how a specific aspect of this policy is implemented. Where referenced, these separate procedures are bold-faced and underlined.

A. **Mission Statement**: It is the mission of LHA the Lincoln Housing Authority to provide affordable, safe, sanitary, and decent housing to qualifying families currently undergoing financial stress in a manner which affords applicants and tenants dignity and minimal intrusion, within the limits of prudent fiscal management

B. **Statement of Non-Discrimination**: It is the policy of LHA to comply with all applicable civil rights laws now in effect and subsequently enacted. LHA Lincoln Housing Authority shall not discriminate against any individual on the basis of age, race, color, national origin, religion, sex, familial status, or disability. LHA shall make its housing units available without regard to actual or perceived sexual orientation, gender identity, or marital status. LHA will treat each individual or family on his or her own merits. An applicant or tenant may file a complaint if LHA fails to comply with the statement of non-discrimination. The complaint must be in writing to LHA within thirty (30) days of the action or inaction by LHA. LHA staff will schedule a meeting on the issues within thirty (30) days of receipt of a written complaint. LHA will accept other forms of communication other than writing to accommodate a disability.

C. **Reasonable Accommodations**: LHA will make reasonable accommodation in rules, policies, practices, office procedures, and services to allow a disabled person equal opportunity to use and enjoy a dwelling.

HUD Subsidized Properties: LHA will make reasonable accommodation determinations in accordance with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Amendments Act of 1988.

Non-subsidized, Conventional, Tax Credit, and Market Properties: LHA will make reasonable accommodation determinations in accordance with the Fair Housing Amendments Act of 1988.

D. **HOME Conflict of Interest.** No employee, officer, agent, or consultant of LHA the Lincoln Housing Authority or Lincoln Civic Housing may occupy a HOME-assisted unit at Prairie Crossing Apartments or Emerald View Apartments.

E. **Code of Conduct**. LHA will maintain compliance with federal and state conflict of interest requirements. The following LHA documents establish the codes of conduct: 1) LHA Procurement Policy; 2) LHA Personnel Policy Manual; 3) LHA Guidelines for Providing Excellent Customer Service; 4) LHA Fraud Policy.

F. **Amending this Policy.** Any amendment to this policy must be approved by the Board of Commissioners of the Lincoln Housing Authority. Any amendments affecting Emerald View Apartments must also be approved by the Lincoln Civic Housing Board. Any amendments to the tenant selection process affecting Prairie Crossing or Emerald View must also be approved by the Nebraska Department of Economic Development.

SECTION II
ELIGIBILITY FOR ADMISSION

A. Family.

1. Subsidized Units. All applicants for the HUD subsidized units (~~Public Housing, Section 8~~ Project Based Rental Assistance, and ~~Section 8~~ Project Based Vouchers) must meet the following definition of family. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: (a) A single person, who may be an elderly person, displaced person, disabled person, near elderly person, an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; has left foster care, or will leave foster care within 90 days, and is homeless or is at risk of becoming homeless at age 16 or older, or any other single person; (b) A group of persons residing together who share income and resources to meet the family's needs, and such group includes, but is not limited to: (i) A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family); (ii) An elderly family; (iii) A near elderly family; (iv) A disabled family; (v) A displaced family; and (vi) The remaining member of a tenant family.

   Foster adults/children are not considered family members and must not be included in calculations of income for eligibility and rent determination purposes. However, they are considered household members and must be included when determining unit size or subsidy standards based on established policies.

   Applicants for Burke Plaza must be elderly or disabled to be placed on the waiting list. Applicants for Mahoney Manor must be at least 50 years of age to be placed on the waiting list. Applicants for Crossroads House Apartments must be 55 years of age or older.

2. Conventional Arnold Heights. All applicants for these units must meet the following definition of family. A Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: A group of persons residing together who share income and resources to meet the family's needs, and such group includes, but is not limited to: (a) A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family); (b) An elderly family; (c) A disabled family; (d) The remaining member of a tenant family, and (e) A single person who is an elderly person, a person with disabilities, or the remaining member of a tenant family.

3. Conventional Apartments and Tax Credit Properties. The family requirement does not apply to the units at Heritage Square, Northwood Terrace, Lynn Creek, Wood Bridge, Summer Hill, Prairie Crossing, Sunny Ridge, Emerald View or Crossroads House Apartments. For these properties, LHA will abide by the City of Lincoln Minimum Housing Codes. In addition, all applicants for Crossroads

House Apartments must be 55 years of age or older.

B. **Income Limits.**

Burke Plaza & New 32. All applicants for Burke Plaza and New 32 (HUD subsidized units - Section 8 Project Based Rental Assistance) must provide adequate evidence that the household's anticipated Annual Income for the ensuing 12-month period does not exceed the low-income limits published annually by the Department of Housing and Urban Development (HUD). The low-income limit is 80% of the area median income as determined by HUD, and available for review in LHA's Housing Programs and Rental Properties booklet. LHA will determine Annual Income in accordance with this document and appropriate HUD guidelines.

Asset limits – Burke Plaza and New 32 ONLY. For new admissions upon HUD implementation of HOTMA, applicants with net family assets exceeding $100,000 (as adjusted annually for inflation) or if the family owns real property deemed suitable for the family to live in, the applicant is not eligible for admission.

Arnold Heights. All applicants for Arnold Heights must provide adequate evidence that their anticipated annual income is sufficient to cover rent and utility costs.

Northwood Terrace, Heritage Square, Lynn Creek. All applicants for units at Northwood Terrace, Heritage Square & Lynn Creek must provide adequate evidence that its anticipated annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income for the ensuing 12-month period does not exceed 80% of the area median income as published annually by HUD.

Wood Bridge. Fifty percent (50%) of the units at Wood Bridge will be operated as Tax Credit Units, and the remaining 50% as Market Rate Units. All applicants for Wood Bridge Apartments and Town homes must provide adequate evidence that the household's anticipated annual income is sufficient to cover rent and utility costs. Applicants for Wood Bridge Tax Credit units must provide adequate evidence that the household's anticipated Annual Income for the ensuing 12-month period does not exceed 60% of the area median income as published annually by HUD.

Crossroads House. All applicants for Crossroads House Apartments must provide adequate evidence that the household's anticipated annual income is sufficient to cover rent and utility costs and that the household's anticipated Annual Income for the ensuing 12-month period does not exceed 50% of the area median income as published annually by HUD.

Mahoney Manor. All applicants for Mahoney Manor Apartments must provide adequate evidence that the household's anticipated annual income is sufficient to cover rent and utility costs and that the household's anticipated Annual Income for the ensuing 12-month period does not exceed 50% of the area median income as published annually by HUD.

~~**Public Housing**~~**Family Housing** **Scattered Sites.** All applicants for the Scattered Site units must provide adequate evidence that the household's anticipated annual income

is sufficient to cover rent and utility costs and that the household's anticipated Annual Income for the ensuing twelve-month period does not exceed 50% of the area median income as published annually by HUD.

Summer Hill. Fifty percent (50%) of the units at Summer Hill will be operated as Tax Credit Units or Reduced Rent Units, and the remaining 50% as Market Rate Units. All applicants for Summer Hill Apartments and Townhomes must provide adequate evidence that the household's annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income does not exceed 100% of the area median income as published annually by HUD. All applicants for Summer Hill Tax Credit and Reduced Rent units must provide adequate evidence that their anticipated Annual Income does not exceed 60% of the area median income as published annually by HUD.

Prairie Crossing. Forty-Three (43) of the 76 total units will be operated as Tax Credit units, and the remaining 33 units will be Market Rate units. In addition, six (6) of the Tax Credit units will be operated as HOME assisted units in accordance with the requirements of that program. All applicants for Prairie Crossing units must provide adequate evidence that the household's annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income does not exceed 100% of the area median income as published annually by HUD. All applicants for Prairie Crossing Tax Credit units must provide adequate evidence that their anticipated Annual Income does not exceed 60% of the area median income as published annually by HUD. All applicants for Low HOME assisted units must provide adequate evidence that their anticipated Annual Income does not exceed 50% of the area median income as published annually by HUD, and applicants for High HOME units must not exceed 60% of the area median income.

Sunny Ridge. All 28 units will be operated as Tax Credit units. In addition, two (2) units will be operated as HOME assisted units in accordance with the requirements of that program. All applicants must have annual incomes below 60% of the area median, and at least 18 of the 28 units will be initially occupied by residents whose income does not exceed 50% of the area median income. All applicants for Sunny Ridge units must provide adequate evidence that the household's annual income is sufficient to cover rent and utility costs.

Emerald View. Forty-Eight (48) of the 64 total units will be operated as Low-Income Housing Tax Credit units, and the remaining 16 units will be Market Rate units. In addition, five (5) of the Tax Credit units will be operated as HOME assisted units in accordance with the requirements of that program. All applicants for Emerald View Apartments must provide adequate evidence that the household's annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income does not exceed 100% of the area median income as published annually by HUD. All applicants for Emerald View Tax Credit units must provide adequate evidence that their anticipated Annual Income does not exceed 60% of the area median income as published annually by HUD. All applicants for Low HOME assisted units must provide adequate evidence that their anticipated Annual Income does not exceed 50% of the area median income as published annually by HUD, and applicants for High

HOME units must not exceed 60% of the area median income.

C. Suitability. LHA has an obligation to protect its units, its financial stability, its residents, its staff, and its community. To that end LHA will screen applicants to determine whether each applicant family could be reasonably expected (1) to abide by the terms of the dwelling lease, and (2) not to have a detrimental effect on the other tenants or on the neighborhood environment. LHA will deny admission to any applicant whose past history shows an unwillingness or inability to abide by the terms of the lease, or whose habits and practices may be expected to have a detrimental effect on the project or neighborhood environment. LHA will apply the same standards of tenant suitability in evaluating a person who wishes to join a family already in occupancy.

All applicants shall be screened in accordance with sound management practices. During screening, the LHA requires applicants to demonstrate the ability to comply with the essential provisions of the lease. There are five essential questions that LHA will try to answer about every applicant. Can LHA reasonably expect the applicant to:

1. Pay rent, utilities, and other charges under the lease in a timely manner?
2. Care for and avoid damaging the unit and the common areas, use facilities and equipment in a reasonable way, create no health or safety hazards, and report maintenance needs?
3. Avoid interfering with the rights and enjoyment of others, and avoid damaging the property of others?
4. Refrain from engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents, neighbors, and staff, and refrain from engaging in drug-related criminal activity?
5. Comply with necessary and reasonable rules of occupancy and program requirements of LHA and HUD, and comply with health and safety codes?

LHA will make an objective, reasonable, and informed judgment based on the information available to it. LHA will seek this information by requesting information from any or all of the following sources: previous landlords, a home visit (a.k.a. Prehousing) to the current residence, criminal histories, credit reports, and information from any other reasonable source. LHA will determine when a Prehousing visit is required in accordance with LHA's Prehousing Guidelines. Any of the following factors may cause LHA to deny the application.

1. A record of non-payment of rent, utilities, or other rightful obligations.
2. A record of disturbance of neighbors.
3. A record of destruction of property, or damage to previous residences.
4. A record of poor housekeeping habits.
5. A history of drug-related criminal activity. LHA will give consideration to applicants who have successfully completed a rehabilitation program approved by LHA.
6. A history of any other criminal activity involving physical violence to persons or property, or which could adversely affect the health, safety, welfare, or right to peaceful enjoyment of the premises by other tenants or neighbors. This includes charges for sex crimes, Arson, Vandalism, Disorderly

Conduct, Maintaining a Disorderly House, Assault, Disturbing the Peace, and like offenses.

7. A record that establishes a reasonable cause to believe that the applicant's pattern of alcohol abuse may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors. LHA will give consideration to applicants who have successfully completed or are participating in a supervised alcohol rehabilitation program and no longer abuse alcohol.
8. A record of previous lease violations.
9. A record of Section 8 program violations, money owed any public housing authority in connection with the Public Housing or other Rental Assistance programs and/or committing fraudulent activity in connection with any Federal housing assistance program or any other government agency or program.
10. A record of money owed to LHA. If the applicant owes money, LHA will not house until the applicant pays the amount in full or enters into a repayment agreement.
11. A history of frequent police calls to the applicant's residence.
12. Applicant's misrepresentation of information related to eligibility, preference for admission, housing history, criminal history, income, or family composition.

D. Criminal History Checks: All adult household members (18 years or older) must pass a criminal history check no more than ninety (90) days prior to being offered a unit.

In the event of the receipt of unfavorable information with respect to an applicant, LHA will give consideration to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct. If the applicant is a person with disabilities, LHA will consider extenuating circumstances where this would be required as a matter of reasonable accommodation.

LHA will not deny admission to an applicant for a HUD Subsidized Unit on the basis of or as the direct result of the fact that the applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person otherwise qualifies for admission. LHA will follow the policies and requirements as required by the Violence against Women Act (VAWA).

E. Drug-related criminal activity, violent or other criminal activity. LHA prohibits admission to its housing programs if LHA has determined that any applicant or household member has engaged currently or during the past three (3) years in: (1) criminal activity which may threaten the health and safety or right of peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; (2) drug-related criminal activity; (3) alcohol abuse; or (4) violent criminal activity. LHA also will consider any record of drug-related criminal activity, violent or other criminal activity, or alcohol abuse that occurred more than three years ago and will deem any applicant ineligible if there is reasonable cause to believe that the applicant's pattern of activity may interfere with health, safety, or right to peaceful enjoyment of the premises by other residents. To enforce this policy, the LHA will rely upon background checks of all household members

including, but not limited to, police reports, newspaper and media reports, and past housing experiences to determine whether a household will be denied admission. LHA may prohibit admission for such behaviors regardless of arrest or conviction status. The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge or conviction by any enforcement authority. An arrest record without a criminal charge, conviction, or other imposed penalty on criminal activity will not be LHA's sole basis for prohibiting admission. If an applicant's admission is pending due to an arrest record (without conviction) on a disqualifying criminal activity, LHA will try to obtain more information to determine whether the individual engaged in a disqualifying criminal activity. LHA can use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to make the decision that a disqualifying conduct occurred. LHA may allow an applicant to remain on the waiting list pending the outcome of a pending criminal charge.

The following households or persons will be prohibited admission to any LHA program:

1. Drug-Related Activities: LHA prohibits admission if any applicant or household member is currently engaged in or has engaged in any drug-related activity. A person is considered to be "currently engaged" if he or she has been arrested or convicted for drug-related activity within the past three (3) years. LHA will consider possession of drug paraphernalia as sufficient evidence of illegal use of drugs. The LHA will not approve an application for three (3) years after the completion of time served (including parole and probation), or after the assessed fine is paid. The LHA may waive this restriction if the drug-related activity involved use or possession, but not production, manufacturing or sale, and if the applicant clearly demonstrates that (a) the household member is no longer engaging in the illegal use of a controlled substance, and (b) the person has successfully completed an approved, supervised drug rehabilitation program, or the household member is currently participating in a supervised drug rehabilitation program, has participated for a minimum of thirty (30) days prior to the application, and will continue to participate until the successful completion of the program. The applicant will be required to submit written evidence showing current successful participation or past successful completion of a supervised drug rehabilitation program. An applicant who is participating in a supervised drug rehabilitation program may stay on the waiting list and must successfully complete the program before a unit will be offered to the household member.

   LHA will prohibit admission to any applicant who has been evicted or terminated for drug-related criminal activity from Public Housing, Indian Housing, any Section 8 program, or any other assisted housing program within the past three years. This penalty will not be waived or reduced for treatment or other mitigating factors.

   A member of an applicant's household will be permanently prohibited from receiving federal assistance or participating in any LHA program if the member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any housing assisted by the federal government.

2. Alcohol Abuse: The LHA prohibits admission if any applicant or household member is currently engaged in, or has engaged in, alcohol abuse which will or may threaten the health, safety, or right to peaceful enjoyment of the premises occupied by household members, other residents, or persons residing in the vicinity of the applicant or household members. A person is considered to be currently engaged if he or she has been convicted of an alcohol-related offense within the past three (3) years. The LHA will not admit the applicant's household members for three (3) years after the completion of sentence (including parole or probation) and payment of fines for an alcohol-related offense or the termination of housing assistance due to alcohol abuse. The LHA may waive this restriction if the applicant clearly demonstrates that (a) the household member is no longer engaged in the abuse of alcohol and (b) has successfully completed a supervised alcohol rehabilitation program, or is currently participating in a supervised alcohol rehabilitation program, has participated in the program for a minimum of thirty (30) days prior to the application, and will continue to participate successfully until the completion of the program. The applicant will be required to submit written evidence to verify successful participation in or completion of a supervised alcohol rehabilitation program. An applicant who is participating in an alcohol rehabilitation program at the time of application must successfully complete the program before the LHA will offer the household a unit or give permission to move in with a currently assisted family member.

3. Violent and Other Criminal Activity: The LHA prohibits admission if an applicant or household member is currently engaged in or has engaged in violent criminal activity or other criminal activity which will or may threaten the health, safety or right to peaceful enjoyment of the premises occupied by household members, other residents or persons residing in the vicinity of the applicant or household members. The LHA will not admit the applicant or members of the applicant's household for three (3) years from completion of time served (including probation and parole) or payment of the assessed fine. The LHA will permanently prohibit admission to any program if an applicant or any member of the applicant's household has a felony conviction for a sexual assault or any other sex-related offense. LHA will deem ineligible permanently any applicant who is subject to a lifetime registration requirement under a state sex offender registration program or is registered on the State of Nebraska's sex offender registry. LHA will deem ineligible any applicant who is fleeing to avoid prosecution, or custody or confinement, for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees (or is a high misdemeanor in the state of New Jersey); or is violating a condition of probation or parole imposed under Federal or State law; or has any unresolved warrants issued by a law enforcement agency.

4. Threats Towards LHA Workers/Agent: Any applicant or other household member who makes threatening or abusive remarks or exhibits violent behavior towards any LHA employee or agent during the application and waiting list period will be removed from the waiting list and may not be approved for any waiting list for

three (3) years after the incident.

F. Legal Capacity. The Head of Household must be capable under state law of entering into a legal contract -- at least 18 years of age, legally emancipated in the State of Nebraska, or married.

G. Citizenship. To receive assistance in HUD-subsidized units, a member of the family must be either citizens of the United States or noncitizens who have eligible immigration status in accordance with HUD requirements. At the time of the initial eligibility determination prior to being housed, LHA will notify applicants of the requirement to provide evidence of citizenship or eligible immigration status and require a signed declaration of Section 214 status for all household members. LHA will utilize a notification and declaration of Section 214 status in the format required by HUD. For proof of citizenship LHA will accept a birth certificate, US passport or naturalization papers. For non-citizens in eligible immigration status LHA will require a USCIS card or documentation containing an alien registration number and a signed verification consent form. LHA will verify eligibility through the U.S. Department of Homeland Security's SAVE program in accordance with HUD requirements. LHA will provide prorated assistance to eligible mixed families in accordance with HUD guidelines.

1) Student Status. LHA will not rent tax credit units at Wood Bridge, Summer Hill, Prairie Crossing, Sunny Ridge, Emerald View or Crossroads House to full-time students, unless they meet the standard exceptions allowed in the current IRS regulations governing the Low-Income Housing Tax Credit Program. These student restrictions do not apply to the Reduced Rent Units at Summer Hill Apartments.

Burke Plaza and New 32 Student Eligibility. In Accordance with 24 CFR 5.612, no assistance shall be provided to any applicant of Burke Plaza or New 32 who:
(1) Is enrolled as a student at an institution of higher education;
(2) Is under 24 years of age; unless the student;
(3) Is a veteran of the United States military;
(4) Is married;
(5) Has a dependent child;
(6) Is a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)), and was receiving section 8 assistance as of November 30, 2005; or
(7) Is otherwise individually eligible and has parents who, individually or jointly are eligible on the basis of income to receive assistance under Section 8, unless the student can demonstrate independence from parents as defined by the US Department of Education.

The U.S. Department of Education's definition of "independent student" is a student who meets one or more of the following criteria.

1. Is at least 24 years old by December 31 of the award year; or
2. Is a graduate or professional student; or

3. Is a veteran of the United States military or currently serving on active duty in the Armed Forces other than training; or
4. Has legal dependents other than a spouse (example dependent children or elderly dependent parent); or
5. Is married; or
6. Is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances; or
7. Is a student who is considered a "vulnerable youth" and that the student qualifies under one of the following categories.
   a) Is in a legal guardianship or was in legal guardianship prior to reaching the age of majority as determined by a court of competent jurisdiction in the individual's State of legal residence; or
   b) Is an emancipated minor or was an emancipated minor prior to reaching the age of majority; or
   c) Is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court anytime when the child was 13 years or age or older; or
   d) Is declared and verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as defined under Section 725 of the McKinney-Vento Homeless Assistance Act), or as unaccompanied, at risk of homelessness and self-supporting by
      (1) a local education agency homeless liaison designated pursuant to section 722 of the McKinney-Vento Homeless Assistance Act; or
      (2) the director or designee of a program funded under the Runaway and Homeless Youth Act; or
      (3) the director or designee of a program funded under subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act which are typically emergency shelter grants; or
      (4) a financial aid administrator.

<u>Verification Requirements to prove a Student's Independence</u> (who are NOT considered a vulnerable youth)

When a student under the age of 24 declares to be independent of their parents by qualifying *only* under categories listed in 1 through 6 above, then LHA will obtain verification of the student's independence by following HUD's Student Independence Verification requirements.

1. Reviewing and verifying the previous address information to determine if there is evidence of a separate household from the parents, or verifying the student meets the U.S. Department of Education's definition of a "independent student".
2. Reviewing the student's prior year income tax return to verify the student is independent (not claimed as a dependent on another household's tax return), or verifying the student meets the U.S. Department of Education's definition of a "independent student"., and
3. Verifying if any income is provided by a parent by requiring a written certification from the individual providing or not providing support.

Note: any financial assistance provided by persons not living in the unit is considered annual income.

Waiver of Verification Requirements to prove a Student's Independence for Vulnerable Youth"

If the student qualifies as a vulnerable youth, then the above verification requirements are waived. The only verification required is to prove the student qualified as a vulnerable youth.

H. Social Security Numbers. All applicants are required to provide adequate documentation of Social Security numbers (SSN) for all household members who are U.S. citizens or have eligible immigration status.

Adequate documentation includes a Social Security card issued by the Social Security Administration (SSA) or other acceptable evidence containing the SSN such as:

a) Original Social Security card
b) Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union
c) Earnings statements on payroll stubs
d) Form 1099
e) Benefit award letter
f) Retirement benefit letter
g) Life insurance policy;

EXCEPTIONS TO DISCLOSURE OF SOCIAL SECURITY NUMBER

The SSN requirements do not apply to:

Exception for providing a Social Security number for a child under the age of six (6) years old who is "added" to the applicant's household six (6) months or less from the lease date:

The applicant household may remain on the waiting list and continue with admissions into the property without providing the "added" child's Social Security number and acceptable verification under the following circumstances.

A. The child who is being "added" to the applicant household was not listed on the original application; and
B. The request to add the child occurred within six (6) month prior to the lease date; and
C. The child must be age 5 or younger at the time of the request to add the child to the applicant household.

The added child's (age 5 years or younger) Social security number must be provided 90 days after program admission, with another 90-day extension if merited due to

circumstances outside the family's control.

If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.

All non-exempt household members have ninety (90) days from the date they are first notified that a unit is available to provide documentation necessary to verify the Social Security Numbers. During this 90-day period, the household may retain its place on the waiting list but will not be considered again until the required documentation is provided.
If, after ninety (90) days, the applicant family is unable to disclose/verify the Social Security Numbers of all non-exempt household members, the household will be determined ineligible and removed from the waiting list.

The applicant family may apply again, after obtaining the appropriate documentation. The applicant family will be placed on the waiting list based on the date and time the **new** Pre-Application or Application is received.

SECONDARY VERIFICATION OF THE SOCIAL SECURITY NUMBER

The SSN provided will be compared to the information recorded in the Social Security Administration database through HUD's Enterprise Income Verification System (EIV) to ensure that the Social Security Number, birth date and last name match.

If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated, and any improper payment must be returned to HUD.

If an applicant/resident deliberately provides an inaccurate SSN, LHA and/or HUD may pursue additional penalties due to attempted fraud.

I. HUD Computer Matching Systems. LHA will use the Existing Tenant Search in HUD's EIV system prior to housing a tenant in a HUD-subsidized unit.

J. Documentation. LHA Will require all applicants to provide all information necessary to determine Annual Income, Total Tenant Payment, unit requirements, preference categories, suitability for tenancy, and citizenship/immigration status. LHA will require applicants to sign releases of information so that the information may be verified. LHA will require applicants to sign a statement certifying the information provided is correct and complete. LHA will deny admission to any applicants, or terminate the lease of current residents, who do not provide the above information or documentation, or who provide incomplete or false information or documentation. Applicants or tenants who provide such false information will be determined ineligible for any waiting list for 3 years.

K. Verification of Eligibility. LHA will verify all information regarding eligibility in accordance with Section XII, Verification of Applicants' Statements and Income.

~~S~~ECTION III
APPLICATION PROCEDURES

A. Written Application. LHA requires persons interested in renting units to fully complete a written pre-application. LHA will accept pre-applications on a continuous basis in accordance with the posted hours at 5700 R Street. LHA will accept written pre-applications in person, by mail, or via the Online Applications on LHA's website. LHA will mail pre-applications upon request. All pre-applications will be marked with the date and time they are received at LHA's offices. Online Applications will be date and time stamped by the computer and recorded on the applicant receipt at the time of submission. For the pre-application to be considered completed, online applicants must also submit a signed form authorizing the release of information and certifying the accuracy of the application information. If an applicant requests assistance completing the application, LHA staff will assist the applicant or request permission from the applicant to contact an appropriate agency or individual to assist the person.

B. Prehousing Visit. LHA may conduct a Prehousing visit with applicants to go over the information provided on the written application, to obtain additional information regarding eligibility and suitability, and to review housekeeping and care of the unit. LHA will conduct a Prehousing visit as deemed necessary by management in accordance with the guidelines established by the Housing Manager. If possible, LHA will conduct the interview at the applicant's current residence. Otherwise, a Prehousing may be conducted in the office or over the phone. LHA will notify applicants who are required to have Prehousings and provide them 10 days to call and schedule an appointment. If the applicant does not call and schedule an appointment, the application will be canceled with no further notice.

C. Preliminary Eligibility Determination. LHA will do preliminary eligibility screening to determine if applicants appear to meet the eligibility requirements. LHA will screen for Family Composition, Suitability, and Criminal Activity criteria at the time of preapplication. If the Housing Manager determines that a particular waiting list is too long, LHA may delay some screening until applicants approach the top of the waiting list. LHA will notify those applicants preliminarily determined to be eligible that they have been placed on the waiting list(s).

At the time applicants are offered housing, LHA will require the applicant to complete and sign a full Personal Declaration that in combination with the pre-application will serve as the full formal application, and LHA will verify income eligibility for HUD-subsidized and Tax Credit units. LHA will verify eligibility factors in accordance with Section XII, Verification of Applicants' Statements and Income.

D. Criminal History Checks: All adult household members (18 years or older) must pass a criminal history check no more than ninety (90) days prior to being offered a unit.

E. Ineligible Applicants. LHA may determine an applicant to be ineligible at any ~~time, and~~time and choose not to list an applicant on the waiting list or remove an applicant from the waiting list. If LHA determines that an applicant is ineligible for housing, LHA

will promptly notify the applicant in writing of this determination. LHA will maintain files of all ineligible applications for at least three years with documentation stating the reason for ineligibility.

For HUD-subsidized and Prairie Crossing HOME units, the notification will state the reasons for this determination, inform the applicant of the rights to request an informal review of this decision, and inform the applicant of the actions necessary to request such a review.

E. Preference Verification. The family must provide proper verification they are eligible for a preference at the time of application or any time while on the waiting list upon request by LHA. The family must qualify for the preference at the time the family is selected from the waiting list. If, at any time prior to being housed, it is determined the family no longer qualifies for the preference, the family will be placed on the waiting list in a non-preference status, according to the time and date of the original application. The family may reapply for preference status at any time.

Acceptable sources of verification for all preferences are government agencies, law enforcement, public or private shelters, clergy, or social service agencies.

Time frames: The verification is valid for thirty (30) calendar days after receipt by LHA. If the applicant is not selected from the waitlist withing thirty (30) calendar days, the preference must be re-verified at the time the family is selected from the waiting list.

If an applicant for HUD-subsidized units claims a selection preference and LHA determines that the applicant does not qualify for that preference, LHA will notify the applicant of this decision.

F. Informal Review. An applicant determined to be ineligible for HUD-subsidized housing may request an informal review of that decision. The request must be in writing and be received by LHA within 14 days of the date of the LHA's notification. The review will be scheduled within a reasonable time of the applicant's written request. The review will be conducted by a Manager, the Executive Director~~y~~ or his/her designee, but not by persons directly involved in the decision. At the Review the applicant can offer additional information about mitigating circumstances or mistakes in fact upon which the decision was based. Within 10 days of the review, LHA will provide written notification to the applicant of the results of the review. Informal Reviews for applicants are different from the resident grievance process. Applicants are not entitled to use the resident grievance process.

G. Incomplete Applications. If a pre-application is incomplete, or lacking all required forms or information, LHA will notify the applicant and provide a deadline to submit the required information. All applications lacking the required information by the periods outlined by LHA will be cancelled with no further notice. LHA will hold applications awaiting SSN verification for 60 days. LHA will hold pre-applications awaiting any other information for 10 days. Applicants whose applications have been canceled must reapply by completing a new application.

H. Cancelling Applications. LHA will cancel applications with no further notice or opportunity for review for the following reasons:

(1) Applicant request.
(2) Failure to complete the application or provide required information within time allowed.
(3) Failure to respond to a Prehousing Letter within the time allowed.
(4) Failure to show up for a scheduled Prehousing appointment.
(5) Failure to respond to a “still interested” or update letter within the time allowed.
(6) After an applicant has declined two units in accordance with the One Offer Policy.

LHA does not accept responsibility for mail loss or delays. Applicants are responsible for notifying LHA in writing of any changes to the applicant household or mailing address. LHA is not responsible for applicant’s failure to provide a complete and correct address or to notify LHA of a change of mailing address. If a letter is returned by the United States Postal Service with a forwarding address. LHA will re-send the letter. At the discretion of LHA applications may be reinstated due to extenuating circumstances.

SECTION IV
TENANT SELECTION AND ASSIGNMENT POLICIES

A. Waiting Lists. LHA will maintain the following waiting lists separated by bedroom size. Waiting lists are always open.

1. Mahoney Manor
2. Burke Plaza
3. ~~Public Housing~~Family Housing Scattered sites
4. Arnold Heights
5. Heritage Square and Northwood Terrace
6. Wood Bridge – Market Rate
7. Wood Bridge – Tax Credit
8. Crossroads House Apartments
9. Lynn Creek
10. Summer Hill – Tax Credit & Reduced Rent
11. Summer Hill – Market Rate
12. Prairie Crossing – Tax Credit
13. Prairie Crossing – Market Rate
14. Sunny Ridge Townhomes
15. New 32
16. Emerald View - Tax Credit
17. Emerald View - Market Rate

LHA will assign each eligible applicant a place on the appropriate waiting list for which the applicant applied and qualified in sequence based upon the type or size of unit needed, Preference status, and the date and time of the application. An applicant may change the size of unit being applied for, if appropriate, and maintain the original date of application.

For Mahoney Manor, LHA will maintain a combined studio and 1-bedroom waiting list. Applicants on this list will be offered the first available unit regardless of unit size in accordance with LHA's One Offer policy.

B. Prairie Crossing Unit Assignment.

1. Tax Credit: 43 units will be leased as Tax Credit Units as follows:
   - 15 Townhouses (two (2) exterior units and one (1) center unit in each townhouse building; the remaining center unit will be leased as Market Rent)
   - 22 Two (2) Bedroom Apartments and six (6) One (1) Bedroom Apartments. One half of the units in each apartment building will be leased as tax credit and one half as Market Rate.

2. HOME Units: Six (6) of the Tax Credit Apartments will be leased as HOME-assisted units and subject to HOME program requirements.
   - No townhouses are HOME units.
   - Two (2) Two bedroom and Two (2) One (1) Bedroom units will be leased as High HOME units (60% income eligibility).

- Two (2) bedroom units will be leased as Low Home units (50% income eligibility).
- HOME units can float throughout the project, except one of the six will always be an accessible unit.

C. Emerald View Unit Assignment.

1. Tax Credit: 48 units (75% of each building) will be leased as Tax Credit Units as follows:
   - Six (6) Townhouses, three (3) in each townhouse building (Five (5) Four (4) Bedroom and One (1) Three (3) Bedroom).
   - 27 Two (2) Bedroom Apartments.
   - 15 One (1) Bedroom Apartments.

2. HOME Units: Five (5) of the Tax Credit Apartments will be leased as HOME-assisted units and subject to HOME program requirements.
   - Two (2) townhouses are High HOME units (One (1) three (3) Bedroom and one (1) four (4) Bedroom).
   - One (1) two (2) bedroom unit will be leased as High HOME units (60% income eligibility).
   - One (1) two (2) Bedroom unit will be leased as a Low HOME unit (50% income eligibility).
   - One (1) One (1) Bedroom unit will be leased as a High HOME unit (60% of income eligibility.
   - HOME units can float throughout the project.
   - Market Rate: 16 units (25% of each building) will be leased as will be leased as Market Rate: Two (2) Townhouses, Nine (9) Two (2) Bedroom Apartments, and five (5) One (1) Bedroom Apartments.

D. Selection Preferences. LHA gives a higher priority for HUD-subsidized units (Mahoney Manor, Crossroads House, Burke Plaza, New 32 and ~~Public Housing~~Family Housing Scattered Site) to applicants who are currently eligible for one or more preferences. A family qualifying for one of the preferences listed below is given the same priority as a family qualifying for more than one preference. After preferences, LHA will determine priority based upon the date and time of application. The preferences are listed below in random order with no hierarchical system. A family may qualify for a preference at any time they are on the waiting list but must qualify for the preference at the time a unit is offered. A family must provide acceptable verification that they are eligible for a preference. Acceptable verification must come from a government agency, law enforcement agency, public or private shelter, clergy, or social service agency. The verification is valid for 90 days, unless LHA receives additional information invalidating the verification. If the applicant is not offered a unit within 90 days, the preference must be re-verified at the time the family is offered assistance.

1. Homeless. Applicants terminated or evicted from an LHA program or unit will not be eligible for a homeless preference. A homeless family includes:
   a. Any person or family that lacks a fixed, regular, and adequate night-time residence; and
   b. Any person or family that has a primary night-time residence that is:

(1) A supervised shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing);

(2) An institution that provides a temporary residence for individual intended to be institutionalized (does not include jails or prisons); or

(3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2. Displaced by fire (excluding tenant caused fires), flood or storm. Such displacement must be recent and continuing; the displacement must have occurred within the last three months of the requested preference. Must be verifiable by the Red Cross or other government agency.

3. Displaced by domestic violence - actual or threatened physical violence against one or more members of the applicant family by a current or former spouse or other intimate partner of the victim, by the person with whom the victim shares a child in common, or other by a person who is cohabitating with or has cohabitated with the victim as an intimate partner. Such an applicant must have been forced to move because of domestic violence or lives with a person who engages in domestic violence. Such violence must be recent or continuing, and the displacement must have occurred within the last three (3) months of the requested preference. Applicants who have been approved within the last three (3) months for a VAWA-based emergency transfer by another VAWA-covered housing provider qualify for this preference. Applicants displaced by domestic violence must certify that the person who engaged in such violence will not reside with the applicant family unless LHA has given advance written approval. If the family is admitted, LHA may deny or terminate assistance to the family for breach of this certification.

~~4. Working Family~~

~~A family with at least one adult member who is currently employed at least 25 hours per week. A family whose head, co-head or spouse or sole member is age 62 or older or is a person with disabilities also qualifies for this preference.~~

~~As of September 1, 2019, this preference is no longer available to families applying for Scattered Site Public Housing and New 32. This preference will be honored at the first offer for families that applied prior to September 1, 2019, who qualified for the preference.~~

~~This preference does not apply to applicants for Mahoney Manor, Crossroads House, or Burke Plaza.~~

~~5. Public Housing~~

~~Current Housing Choice Voucher (HCV) holders, if their unit doesn't pass Housing Quality Standards (HQS), go into abatement, and then the owner fails to make repairs pursuant to the Housing Assistance Payment (HAP) contract terms. To be considered for this preference, the HCV holder must complete an application for LHA property/properties and go through the review/qualification process.~~

E. Priority to Elderly and Displaced. In selecting applicants for HUD-Subsidized units LHA will give preference to Elderly/Disabled Families and Displaced Persons over Single Persons.

F. Burke Plaza Elderly Preference. LHA will offer available units at Burke Plaza first to applicants where the head, spouse or sole family member is 62 years of age or older. This preference will take priority over all other selection preferences. LHA will offer units to disabled applicants under age 62 if there are an insufficient number of applicants who qualify for the elderly preference to fill vacant units.

G. Mahoney Manor Elderly Designation and Near-Elderly Preference. In accordance with the HUD approved Designated Housing Plan, Mahoney Manor is designated as Elderly only with a Near-Elderly Preference. LHA will offer available units first to applicants where the head, spouse or sole family member is 62 years of age or older. If there are insufficient elderly applicants for a particular vacant apartment, LHA will then offer the apartment to applicants who are age 50 years and over. LHA will not offer units to persons who are under the age of 50 years.

H. One Offer. As dwelling units become available for occupancy, the verified, eligible applicant first on the respective waiting list for the available size of unit shall be offered a unit in accordance with the following plan:

1. The housing authority will offer a suitable unit that has been vacant for the longest period of time. If that unit is not ready for occupancy, LHA will offer the unit that has been ready for occupancy for the longest period of time. The applicant must accept the unit offered or LHA will change the date of the application to the date of the unit offer, effectively lowering the rank of the application on the waiting list. An applicant who refuses the first offer may continue to benefit from a preference for as long the applicant qualifies under the definitions of that preference. After the applicant has refused two offers, LHA will cancel the application.

2. Under certain circumstances LHA may allow the applicant to refuse a unit and remain at the top of the waiting list. If LHA is satisfied that the refusal meets the criteria below, LHA will consider the refusal of the offer to be an "allowable refusal," and will not move the applicant to the bottom of the waiting list.

    a. The applicant is willing to accept the unit offered but is unable to move at the time of the offer due to health reasons or because of current lease obligations. A lease requirement for a 30 day notice to vacate does not meet the criteria for an allowable refusal. An inability to move based on finances does not meet the criteria for an allowable refusal. This will be considered the first offer, although the applicant will maintain their position on the waiting list. Once the initial lease obligation or health reason has expired or ended, LHA will make the second and final offer. If the second offer is refused, LHA will cancel the application.

b. The applicant's acceptance of a given unit will result in undue hardship not related to consideration of race, color, or national origin, and the applicant presents clear evidence to substantiate this claim. Examples of such hardship include:

1. Acceptance of the unit would cause current employment or daycare to be inaccessible to the applicant such that it would require applicant to quit a job or remove a child from daycare. This does not apply to an applicant who lives outside of the City of Lincoln.

2. The unit is inappropriate for applicant's disability.

3. The unit is not of the proper number of bedrooms, or the applicant does not need the accessibility features in the unit, and the applicant would be able to reside there only temporarily.

I. Income Targeting. For the New 32 and Burke Plaza waiting lists LHA will comply with HUD's income targeting requirements for extremely low-income applicants. For these projects LHA will target at least 40% of new admissions during a fiscal year to applicants at or below 30% of the area median income as determined by HUD. If necessary, LHA will skip over eligible applicants at the top of the waiting list to offer units to extremely low-income applicants lower on the waiting list to maintain the 40% ratio. LHA will follow the waiting list order to offer a unit to the next eligible applicant at or below 30% of the area median income.

J. Transfer Policy. LHA will make reassignments or transfers to other dwelling units without regard to race, color, or national origin as follows:

1. LHA will not transfer residents of a HUD-subsidized unit to another HUD-subsidized unit of equal size either within a project or between projects, except for alleviating hardships as determined by LHA or for medical reasons as certified by a doctor. Residents can be transferred to accommodate a disability, when a unit is available with features that accommodate their disabilities better than the current unit. LHA will consider transfers to a HUD-subsidized unit with a greater or lesser number of bedrooms in accordance with the resident-requested transfer guidelines listed in paragraph 3 below. The resident family must meet the Occupancy Standards for the size of unit requested.

2. **Administrative Transfers**. LHA will initiate the following types of transfers. Such transfers will take precedence over new admissions unless otherwise noted. LHA will provide up to 30 days' notice of the required transfer, except for Emergency Transfers, since, by definition these involve danger to the resident. Tenants approved for a transfer will be placed on the appropriate waiting list as of the date and time that the transfer request was received or determined to be necessary by LHA. For transfers that take priority over new admissions, LHA will give a transfer preference that will move the transfer tenant to the top of the waiting list.

a. LHA will make Emergency transfers when LHA determines that the unit or building conditions pose an immediate threat to resident life, health or safety. This includes VAWA-covered Emergency Transfers approved in accordance with Section XV of this Plan.
b. LHA will transfer families in over-occupied units to larger units as determined by the Occupancy Standards.
c. For HUD-Subsidized units, LHA will transfer families in under-occupied units to a smaller unit. LHA will place the tenant on the appropriate waiting list as of the date of LHA notification to the family. LHA may waive this provision to avoid a vacancy problem, to maintain full occupancy, or to prevent a hardship to the family.
d. LHA may transfer families occupying units with special accessibility features, of those features are not required by current tenants and there is an eligible family on the wait list who does need such features.
e. LHA will transfer tenants to permit unit modernization as determined necessary by LHA.

3. **Resident Requested Transfers**. LHA will consider resident-requested transfers. If approved, the transfer will be placed on the appropriate waiting list as of the date of the transfer request. LHA will observe the following criteria when considering resident-requested transfers.

a. **Length of Residency**
The tenant family must have resided in the current unit for at least one (1) year to be eligible for a transfer.

b. **Rent Payments History**
During the lease period, the family history of rent payment must include no record of delinquency for the past six (6) months and no more than four (4) letters of delinquency in two (2) years and must have a favorable recommendation from the Credit and Collections Clerk.

The Credit and Collections Clerk can give approval even with letters of delinquency if the family maintained ongoing communication with the clerk of problems, and the family continued to make payments on other charges.

c. **Utility Payment History**
There is no history of delinquent notices from utility companies.

d. **Inspection & Maintenance History**
The history of LHA inspection reports and maintenance calls to the residence show good care and minimal damages to the unit and any charges were paid in a timely manner. If no annual inspections have been performed, LHA will make a home visit to evaluate tenant care of the unit.

e. **Other Issues**

The tenant shall not have a history of drug-related criminal activity or other criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of others.

The tenant shall have a record of good housekeeping.

The tenant shall have a record relatively free of complaints from, and serious confrontations with, neighbors, staff, or others arising primarily from the activities of the tenant.

The tenant shall have a good record of yard maintenance such as mowing and watering the grass, raking leaves, shoveling drives and walks. The tenant shall have a history of keeping the exterior areas of the property free from trash and debris, improperly parked vehicles, etc.

The tenant shall have a history of compliance with the pet policy.

The tenant shall have a history of working positively to resolve issues and concerns when brought to their attention.

4. The tenant shall have sufficient resources to pay all costs of moving including payment of a transfer charge, new deposits, and moving costs.

   Conventional Transfer Charge: $35

   The tenant must pay the transfer charge in advance. There is no transfer charge for HUD-subsidized units or for administrative transfers.

   The Tenant is responsible for paying a separate damage deposit on the new unit. Any damages in the old unit not covered by deposit must be paid no later than 30 days from the move-out date of the old unit.

5. Exceptions. LHA can make exceptions to the above criteria. LHA will make decisions on a case-by-case basis and give special consideration to medical issues or other life-threatening situations.

6. LHA will offer one unit to a transferring family. If it is an LHA-initiated transfer and the tenant refuses the unit offered without good cause, LHA may terminate the tenant's current lease. If it is a voluntary transfer, LHA will remove the tenant from the waiting list.

7. For Tax Credit units at Wood Bridge, Summer Hill, Prairie Crossing, Sunny Ridge, Emerald View, ~~and Crossroads House,~~ a household transferring to another Tax Credit unit must meet the initial income eligibility guidelines for the project. If the household does not meet those guidelines, LHA will not transfer them to another Tax Credit unit.

K. Holding a Unit. LHA will hold a unit for no more than five (5) days following notification to a family that a unit is available. If the 5th day is a weekend or holiday, the applicant must accept the offer on the first working day following the holiday or weekend. The preferred method of offering a unit is by telephone or electronic mail. If the family does not accept the unit within five (5) days, LHA will consider the offer refused and act in accordance with its one offer policy. LHA will consider payment of a $50 deposit as acceptance of the unit. LHA will apply the $50 toward the Security Deposit due at initial occupancy. For Burke Plaza and New 32 units LHA will not require payment of a $50 deposit to hold the unit.

SECTION V
OCCUPANCY STANDARDS

A. Occupancy Table - HUD-Subsidized Units. In order to promote efficient and economical use of scarce public housing resources, LHA will use the following guidelines to determine the unit size required to accommodate a family of a given size:

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

B. Room Limits. ~~Generally~~Generally, two people are expected to share a bedroom. LHA will assign unit sizes so as not to require use of the living room for sleeping purposes. LHA will assign unit sizes so that no more than two persons are required to sleep in any bedroom.

C. Family Composition. LHA will consider the number, relationship, age, gender, health, and disability of the members of the family when determining the appropriate unit size for which a family qualifies. However, it is the family's choice who shares which rooms. LHA will determine appropriate unit sizes according to the following criteria:

1. Two Children of the same sex and less than five years difference in age qualify for a single bedroom.
2. Children with at least five years' difference in age may qualify for separate bedrooms.
3. Children of the opposite sex may qualify for separate bedrooms.
4. Spouses, Co-heads, or two adults living in a consensual family relationship qualify for one bedroom.
5. Other adults of the opposite sex may qualify for separate bedrooms.
6. Two Adults of the same sex qualify for one bedroom, unless there is a generational difference between the adults (e.g. Mother/Daughter).
7. Live-in Aides may qualify for separate bedrooms.
8. Within the limitations of these criteria and the Occupancy Table, LHA will provide families the opportunity to make their own assessment of whether persons of the opposite sex, persons of different generations, and unrelated adults need separate bedrooms.

D. Determining Family Size. LHA will consider every member of a family reasonably expected to live in the unit, including foster adults/children. If a family member is pregnant, the unborn child will be considered a member of the family for the purpose of determining the appropriate unit size. If the family has verified custody arrangements of at least 50%, then they can be considered a member of the family

provided that the child is not already claimed as a family member in any other household receiving housing subsidy and another party does not have the right to claim subsidy via a court order.

LHA will count children temporarily absent from the home due to foster care as long as reunification is verifiable. Students who live out of town but return home for 3 months per year will be considered a member to the family.

E. Waivers. LHA may waive the standards to accommodate a person's disability. LHA may also waive the standards when a vacancy problem exists by temporarily assigning a family to a larger size unit than is required. LHA will transfer such a family to the proper size unit as soon as one becomes available, or when the larger unit can be rented to a qualified family. When considering waivers, LHA will consider the size of the unit, the size of the bedrooms, the number of bedrooms, and the number and age of the proposed occupants.

F. Single Persons. LHA will not assign a single person living alone, who does not qualify as elderly or disabled, to a unit larger than one bedroom unless the person can present a compelling need that requires LHA to provide a larger unit.

G. Qualifying for More than One Unit Size. In some instances, a family may qualify for more than one size of unit. In such cases LHA will allow the family to choose a preferred unit size and be placed on the waiting list for that size unit.

H. Conventional Units and Tax Credit Units. LHA will abide by the above Table to determine the maximum number of occupants for conventional units at Arnold Heights, Heritage Square, and Northwood Terrace, Lynn Creek and for units at Wood Bridge, Summer Hill, Prairie Crossing, Sunny Ridge, Emerald View and Crossroads House unless the city code imposes a more restrictive requirement. To Qualify applicants for 3- or 4-bedroom Tax Credit Units at Wood Bridge, Prairie Crossing, Summer Hill, Emerald View and Sunny Ridge, LHA will apply the Occupancy Guidelines in this Section. LHA will not otherwise restrict an eligible applicant's housing choice regarding the size of a conventional unit.

SECTION VI
LEASING PROCEDURES

A. Current Lease. Prior to admission, LHA will execute a lease with all adult members of the family. LHA will not admit a family to a unit until it has executed a lease for that unit. LHA will ensure that the lease is current at all times and is compatible with LHA policies and local, state, and federal law. LHA uses the following leases for its various programs:

Conventional - Arnold Heights, Northwood Terrace, Lynn Creek, and Heritage Square
Mahoney Manor
~~Public Housing~~ Family Housing - Scattered Sites
Section 8 New Construction - Burke Plaza and New 32
Lease - Purchase Agreement
Wood Bridge - Tax Credit Apartments
Wood Bridge - Market Rate Apartments
Crossroads House Apartments
Summer Hill - Tax Credit
Summer Hill - Market Rate
Summer Hill - Reduced Rent
Prairie Crossing - Tax Credit
Prairie Crossing - Market Rent
Sunny Ridge - Tax Credit
Emerald View - Tax Credit
Emerald View - Market Rate

B. Legal Age. LHA will execute a lease only with persons who are capable under state law of entering into a legal contract.

C. Security Deposit. Prior to admission, LHA will require the family to pay a security deposit.

D. Move-in Packet. LHA will provide each new tenant with a Move-in Packet. The packet will contain a copy of the Dwelling Lease, the Resident Handbook, ~~Grievance Procedures for Public Housing units,~~ the schedule of standard charges for tenant damages, and other information pertinent to that unit or required under the particular program.

E. Change in Family Composition. Any change in family composition will require an addendum to the lease. Any additional adult member of the household must be approved by LHA using the same eligibility criteria as used for new applicants. Additions of adult members of the household will require a $35 administrative fee. LHA will waive the fee for HUD-Subsidized units.

F. Addendums. When determined necessary by LHA, it will attach addendum to the lease of a particular family. Examples of such addendum:

1. Change in Family Composition - Any change in family composition will require an addendum to the lease adding or subtracting a particular party.

2. Accessible Units - If a family moves into a unit with special accessibility features and the family does not require those features, LHA will add an addendum to the lease whereby the family agrees to transfer if LHA requires the unit to house someone needing those features.

3. Live-in Aides - If a tenant/applicant requires a live-in aide, LHA will require the tenant and applicant to sign a Live-in Aide request in which the aide agrees to follow LHA rules and acknowledges no right of tenancy. If approved, LHA will attach the request to the lease as an addendum.

4. Repayment Agreement - If a tenant/applicant owes LHA money and LHA agrees to a repayment agreement, LHA will attach an addendum in which the tenant agrees to abide by the agreement as a condition of tenancy.

G. Utilities. Prior to executing the lease, the prospective tenant must have all tenant-paid utilities in their name.

H. Failure to Lease Unit. If a prospective tenant accepts and later declines the unit without good cause, LHA will drop the applicant from the respective waiting list, and the applicant will forfeit the $50 holding deposit. Good cause means an Allowable Refusal as described in the One Offer policy. Good cause does not include inability to pay security deposit, prorated rent or get utility service.

I. Smoke-Free Properties. LHA has established Smoke-Free policies for Mahoney Manor, Burke Plaza, Crossroads House, Lynn Creek, Sunny Ridge, Wood Bridge, Summer Hill, Prairie Crossing, Emerald View, New 32, and ~~Public Housing~~Family Housing-Scattered Site properties.

SECTION VII
MOVING TO WORK RENT POLICIES
~~PUBLIC~~PROJECT-BASED VOUCHER HOUSING

Rent Schedule ~~–~~ ~~Public~~Project-Based Voucher (PBV)~~-~~ Housing Units (Mahoney Manor, Family Housing, Crossroads House). LHA will calculate the amount of income, rent and other charges in accordance with the appropriate Federal Regulations except as detailed in this document for the Moving To Work Demonstration Program. The initial changes for the Moving To Work Program were effective July 1, 1999 for new admissions. For families in occupancy prior to July 1, 1999 the provisions took effect with the families next Annual Re-Examination beginning October 1, 1999. The Definitions section of this policy contains additional explanations of Total Tenant Payment, Annual Income, Adjusted Income, Utility Allowances, and Tenant Rent. LHA will not implement regulatory provisions related to the Earned Income Disregard income exclusion, imputed welfare income, or Flat Rents.

The following policies take effect for new admissions as of April 1, 2008 and annual re-certifications as of July 1, 2008.

1. Total Tenant Payment/Gross Family Contribution. In general, the Total Tenant Payment (TTP) is based on Annual Income and is the higher of the following rounded to the nearest dollar:
   a. 27% of monthly gross income (Annual Income divided by 12) with no income deductions;
   b. $25 Minimum Total Tenant Payment (The provision in Section VIII(A)(3) applies here also), or;
   C. The Utility Allowance plus $25 for the unit the tenant will occupy. The effect of this provision is to maintain a minimum Tenant Rent of $25. This requirement will be waived if the head of household is disabled and has a current Social Security application pending.

~~2. Hardship Total Tenant Payment. Existing tenants who were under lease as of March 30, 2008, are eligible to be considered for the Hardship TTP. If at the tenant's next annual re-certification on or after July 1, 2008, it is determined that the change to calculating TTP based on 27% of monthly gross income with no deductions will increase the tenant's TTP by more than $25, then LHA will limit the increase by utilizing the Hardship TTP.~~

~~To calculate the Hardship TTP, LHA will calculate the Monthly Adjusted Income using the household's current Annual Income minus the amount of pre-existing Deductions that were utilized at the last re-examination prior to July 1, 2008. The Hardship TTP will be calculated based on 30% of this Monthly Adjusted Income, plus an additional $25 for each successive annual re-examination.~~

~~If a tenant qualifies for the initial Hardship TTP, then LHA will calculate successive Hardship TTPs by adding an additional $25 at each annual re-examination until the Hardship TTP equals or exceeds the TTP calculated based on 27% of monthly gross income, at which point the tenant will no longer qualify for a Hardship TTP. Each year a tenant must self-certify that the previous deductions are reasonably~~

~~the same or have increased. If the amount of deductions have decreased for a tenant (for example a family no longer pays for day care), then a tenant will no longer qualify for the Hardship TTP.~~

~~In no case shall the Hardship TTP be less than $25 or the Tenant Rent be less than the $25 minimum rent.~~

3. ~~Public Housing Ceiling Rents. LHA has established Ceiling Rents for its Public Housing units. The Ceiling Rent is the maximum TTP LHA will charge a family for that unit. If the TTP calculated based on income is greater than the Ceiling Rent, LHA will use the Ceiling Rent as the TTP to determine the Tenant Rent. In that instance, the Ceiling Rent minus the Utility Allowance will be the Tenant Rent. LHA will not implement regulatory provisions for a Flat Rent. For the purpose of calculating rent for Mixed Families, LHA will use Ceiling Rents as the maximum rent. See Attachment One.~~

4. Utilities and Tenant Rents. LHA has established utility allowances for units in which the tenant pays some utilities directly. In general, the amount of rent LHA will charge for these units will be the Total Tenant Payment minus the Utility Allowance for the unit. If the amount of the Utility Allowance exceeds the Total Tenant Payment or if there is less the $25 difference, then the amount of rent charged will be $25. Under no circumstances will the tenant receive a utility reimbursement. For units in which LHA pays all utilities, the rent will be the Total Tenant Payment. LHA will review utility allowances annually and adjust them when utility rates have increased or decreased by at least 10%.

5. Annual Income. All amounts, monetary or not, that go to or are on behalf of the family head or spouse (even if temporarily absent), or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or biennial re-examination effective date. During the Moving to Work Demonstration LHA will follow the income inclusions and exclusions according to the Federal Regulations except for the following:

   a. **Minimum Earned Income (MEI).** LHA will include a minimum amount of earned income when calculating Annual Income whether or not a family is working. The minimum amount of earned income for families with one eligible adult will be based on 25 hours per week of employment at the federal or state minimum wage, whichever is higher. The minimum amount of earned income for families with two or more eligible adult members will be based on an additional 15 hours per week of employment at minimum wage for each additional eligible adult not exempted from the Minimum Earned Income (MEI) policy. LHA will count the higher of the minimum earned income or the actual earned income for the household. The minimum earned income will be added to any unearned income the family receives. Eligible adults are persons 18 years of age or older who do not qualify for one the following exemptions. All adults in the household must be exempt in order for the household to be exempt from the minimum earned income requirements. LHA will exempt adult members of the family from the minimum earned income requirement if they

meet the following criteria.

1. A person who has an illness or injury serious enough to temporarily prevent entry into employment or training. As an example, a broken limb would not automatically qualify an individual from this exemption. An individual under doctor's orders for restricted activities following surgery could be considered for a temporary exemption. Each exemption will be considered on an individual yet consistent basis. Exemptions for illness or injury of less than 30 days anticipated duration will not be given. The maximum duration of this exemption is one year. The exemption will continue beyond one year if the individual has a current application for Social Security disability and the decision is pending.
2. A person who is age 62 or older or disabled.
3. A person who is needed in the home on a continuous basis because of the illness or incapacity of another household member and no other appropriate member of the household is available to provide the needed care. Verification from a physician or licensed or certified psychologist is required. The illness or incapacity of the household member must be evaluated periodically, depending on the diagnosis and/or prognosis for recovery. LHA will verify this at each recertification.
4. A parent or needy caretaker relative of a child under the age of 12 weeks.
5. A pregnant woman beginning with the third trimester (sixth month) of pregnancy continuing through six weeks following the end of the pregnancy.
6. An individual who is participating in AmeriCorps, JobCorp, Senior Community Service Employment Program, or Vista.
7. A full-time student. A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. The school must be accredited by the Nebraska Department of Education and/or other acceptable accrediting agencies.
8. A participant in an approved Self-Sufficiency Program. An approved self-sufficiency program is one that has been reviewed by LHA and whose sponsoring agency has an agreement with LHA regarding their program. Self-sufficiency programs provided by agencies will be approved if they meet the following guidelines. The self-sufficiency plan must be part of an organized self-sufficiency program developed by the agency as part of the agency's ongoing efforts to support families in achieving self-sufficiency. The goal plans must be based on results of assessment and must list goals to be achieved and benchmarks and timelines; goals must be measurable and verifiable; realistic---within the control of the individual; adequate---contribute to the achievement of self-sufficiency; congruent with the

individual's values; and time-limited. The self-sufficiency plan must detail the responsibilities, roles, and expectations of the participant, the sponsoring agency and case manager, and other service providers. The self-sufficiency plan may be a flexible tool which allows for adjustments based on changes in external conditions or individual circumstances. There must be an established relationship with the Lincoln Housing Authority and the sponsoring agencies of the self-sufficiency program to allow for the exchange of information so that Lincoln Housing Authority can monitor the progress on self-sufficiency goals and objectives.

To be eligible for an exemption from the minimum earned income requirement, the individual must be fully enrolled in the self-sufficiency program and actively participating. They cannot be enrolled but inactive and cannot be under any sanction or probation with the self-sufficiency agency.

The following agencies offer self-sufficiency programs and have entered into agreements with and agreed to provide the individual self-sufficiency program plan to the housing authority.

(a) Nebraska Health and Human Services - Employment First Program
(b) City of Lincoln Urban Development Department-One Stop Employment * (Worker Training Programs)
(c) Homeless Committee- Homeless voucher program
(d) LHA Family Self Sufficiency Program*
(e) Community Action Partnerships*
(f) Veterans Affairs Supportive Housing Program
(g) Matching Grant Program, provided by Catholic Social Services and Lutheran Family Services.

*The individual or family self-sufficiency plan must be reviewed and approved by LHA on a case-by-case basis.

b. Student Income. LHA will include all earned income in the calculation of Annual Income of full-time students age 22 and older. These students will not be considered as dependents for the purpose of calculating annual and adjusted income.
c. Earned Income Disregard. LHA will not implement federal regulations for these income exclusions.
d. Imputed Welfare Income. LHA will not implement federal regulations for imputing welfare income under certain conditions.
e. Special Needs Trust or ENABLE Accounts. Under the Moving to Work agreement, LHA will not implement federal regulations to include a Special Needs Trust or Nebraska ENABLE Accounts as an asset or income. A Special Needs Trust is a trust that is created under State Law for disabled persons who are not able to make financial decisions for themselves. Generally, the assets with the trust are not accessible to the beneficiary.

If the income from the trust is paid to the beneficiary on a regular basis those payments will be excluded as income under the MTW policy. An ENABLE account was established by the State of Nebraska to give families with children or adults that have qualifying disabilities an opportunity to save money without jeopardizing their eligibility for other government benefits.

f. LHA will exclude income received for participation in grant-funded research on the impact that income has on the development of children in low-income families, if the income has also been excluded by the State of Nebraska for use in determining eligibility for aid to dependent children. The exclusion shall not exceed $4,000 per year for four years. The research income known as the 4MyBaby gift qualifies under this exemption.

g. For Public Housing Units: Travel Income. Travel costs for any or all household members who leave the state for more than 60 days in 24 months will be included as income, to include the cost of airfare or mileage at the IRS current medical/moving rate if no airfare is involved, and meal expenses based on the USDA SNAP Maximum Monthly Allotment prorated to the days gone and based on the number of household members traveling.

6. Adjusted Income. Under MTW there are no deductions from Annual Income and therefore no Adjusted Income. Total Tenant Payment is calculated using Annual Income without adjustments. ~~For the purpose of transitioning to the 27% rule with zero deductions, LHA has established a Hardship TTP based on an adjusted income that utilizes previously calculated deductions. See paragraph 2 of this section.~~

For the purpose of calculating the escrow amounts for families participating in the Family Self-Sufficiency program, LHA will use 90% of gross income as the current adjusted income. This is the equivalent of a standard 10% deduction from gross income and allows a family to earn escrow until the adjusted income is greater than the Very ~~Low Income~~Low-Income limit. This adjustment was made because LHA calculates total tenant payment at 27% of gross income, which is equivalent to a 10% standard deduction if calculating TTP using 30% of adjusted gross income.

7. Asset Income Calculation. Assets equal to or greater than $50,000: Under MTW policy, households with total assets face value equal to or greater than $50,000 will be verified by tenant provided financial statements such as monthly, quarterly or year-end statements. Asset income will be calculated on the asset value equal to or greater than $50,000 using face value multiplied by 2%. Asset income from life insurance policies will be calculated using cash value equal to or greater than $50,000 multiplied by 2%. Real Estate asset income will be calculated based on the equity value equal to or greater than $50,000 multiplied by 2%.

Rental Property Income. LHA will consider rental property owned by the applicant/participant as an asset and income will be calculated by using either 1) the actual income from the asset, or 2) the imputed asset income (face value of the property equal to or greater than $50,000 multiplied by 2%), whichever is greater.

Assets less than $50,000. Household with assets less than $50,000 will self-certify their assets with a written statement and all asset income will be excluded.

8. Verification Requirements. In addition to the asset verification changes.

Earned income: Applicant and Participant provided pay statements such as pay stubs will be allowable verification in lieu of a third-party verification from the employer. Three months' pay statements is preferred. EIV will be used first, if available and participant-provided pay statements are secondary.

Social Security Income: Applicant and Participants may provide their most recent Social Security statement or benefit letter issued by the Social Security Administration as acceptable verification if EIV verification is not available. This eliminates the requirement that the verification be dated no more than 90 days from the date of the interview for this income only.

Public Housing Conversion to Project-Based Vouchers

LHA converted Mahoney Manor to Project-Based Vouchers utilizing provisions of HUD's RAD program and and plans to converted the Family Scattered Site Public Housing units to Project-Based Vouchers utilizing provisions of the Section 18 program.

LHA will operate RAD PBV developments in accordance with the HUD RAD Agreement, the MTW Agreement, PIH Notice 2017-03 and the LHA's MTW Plan, including the provision that LHA will conduct inspections and determine rent reasonableness for these vouchers. LHA will calculate rent in the following way for tenants whose Total Tenant Payment (TTP) equals or exceeds the Gross Rent for the unit (Zero HAP tenants) in RAD developments.

Mahoney Manor: Both: Both existing tenants and new tenants pay rent based on their TTP up to the Gross Rent for the unit. Zero HAP tenants will continue to pay the Gross Rent for the unit indefinitely until their income decreases or the Gross Rent increases to a point where they qualify for HAP again. A tenant's portion of rent will not increase above the RAD PBV Gross Rent for the unit.

Rent Phase-in/Hardship Policy: Current public housing ceiling rents are less than the anticipated gross rents at conversion. We have developed the following phase-in of potential rent increases for households whose TTP exceeds the 2018 public housing ceiling rents. At the first scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus $25.00. At the second scheduled annual or biennial recertification

~~following conversion, existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus $50.00. At the third scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay up to the gross rent at the time of the recertification.~~

Recertification Cycles: Upon conversion from public housing to project-based vouchers, the family's last public housing annual or interim income recertification will serve as the initial certification for the voucher program. The family will remain on the same annual or biennial review cycle and schedule. ~~We plan to convert our 320 units of Public Housing to project-based voucher subsidy.~~ The Average Utility Allowance will not be used for the ~~320~~ units under the RAD or Section 18 conversions. The converted ~~PBV~~project-based voucher developments, Mahoney Manor and Family Housing Scattered Sites, will have their own utility allowances.

~~The MTW Average Utility Allowance will not be used for the 320 units under the RAD or Section 18 conversions. Mahoney Manor will not have a utility allowance as all utilities are included in the rent. The converted Family Scattered Sites PBV development will have their own utility allowances.~~

SECTION VIII
SCHEDULE OF RENTS AND OTHER CHARGES

A. Rent Schedule - New 32 and Burke Plaza units. LHA will calculate the amount of rent and other charges in accordance with the appropriate Federal Regulations. The Definitions section of this policy contains more detailed explanations of Total Tenant Payment, Annual Income, Adjusted Income, Utility Allowances, and Tenant Rent.

1. Total Tenant Payment/Gross Family Contribution. In general, the Total Tenant Payment is based on Annual Income and is the higher of the following rounded to the nearest dollar:
   a. 30 percent of monthly adjusted income (adjusted annual income divided by 12);
   b. 10 percent of gross monthly income (annual income divided by 12); or
   c. $25 Minimum Rent

2. Utilities and Tenant Rents. LHA has established utility allowances for units in which the tenant pays some utilities directly. In general, the amount of rent LHA will charge for these units will be the Total Tenant Payment minus the Utility Allowance for the unit. For units in which LHA pays all utilities, the rent will be the Total Tenant Payment. LHA will review utility allowances annually and adjust them when utility rates have increased or decreased by at least 10%.

3. Minimum Rent Hardship. In cases where the application of the $25 minimum Total Tenant Payment (TTP) results in a Tenant Rent greater than $0, a family may qualify for a financial hardship exemption. If a family is unable to pay this minimum rent amount, it may request a financial hardship exemption. Upon request for a hardship LHA will suspend the $25 minimum TTP beginning the month following the request until it determines if the family qualifies for a financial hardship and whether the hardship is temporary or long term. Financial hardships include the following situations:
   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 an 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's household within the last six months.

B. Rent Schedule - Conventional Arnold Heights. See Attachment Two.

C. Rent Schedule - Conventional Apartments. Heritage Square, Northwood Terrace and Lynn Creek. See Attachment Two.

D. Rent Schedule - Wood Bridge. LHA will have two separate rent schedules for Wood Bridge: One for Tax Credit units and one for market rate units. See Attachment Five.

E. Rent Schedule - Summer Hill. LHA will have two separate rent schedules for Summer Hill: One for Tax Credit and Reduced Rent units and one for market rate units. See Attachment Six.

F. Rent Schedule - Prairie Crossing. LHA will have three rent schedules for Prairie Crossing: One for Tax Credit, one for Low and High HOME units and one for Market Rate units. See Attachment Seven.

G. Rent Schedule - Crossroads House. See Attachment Three.

H. Rent Schedule - Mahoney Manor. See Attachment Four.

I. Rent Schedule - Sunny Ridge Townhomes. See Attachment Eight.

J. Rent Schedule - Emerald View. See Attachment Nine.

K. Security Deposit. LHA will require each tenant to pay a security deposit in the following amounts:

~~Public Housing -Family~~Family Housing Scattered Sites ~~$250~~$500

Mahoney Manor	~~$250~~$500
Crossroads House	~~$250~~$500
New 32	$50 or Total Tenant Payment, whichever greater
Burke Plaza	~~One Month's Total Tenant Payment~~$50 or Total Tenant Payment, whichever greater
Conventional	~~One Month's Rent~~ $500
Tax Credit/Reduced Rent Units	~~One Month's Rent~~$500
Sunny Ridge	~~$550~~$500

For conventional units with rents of less than $500, the security deposit will be equal to one-month's rent.

Following the tenant's move-out LHA may deduct certain charges from the security deposit. LHA will return the balance, if any, of the security deposit within fourteen days following a move-out inspection of the unit and receipt of a forwarding address where it can be mailed. LHA will deduct charges for the following, or otherwise in accordance with state law:

1. Any unpaid rent or other charges for which the tenant is liable.
2. Cleaning costs for the unit and appliances.
3. Damage which is not due to normal wear and tear.

L. Pet Deposit. LHA allows pets in its ~~Public Housing~~Family Housing and New 32 Scattered Site units, Arnold Heights units, Mahoney Manor, Burke Plaza, and Crossroads House**.** LHA does not allow pets at Northwood Terrace, Heritage Square, Lynn Creek, Wood Bridge, Summer Hill, Prairie Crossing, Emerald View, and Sunny Ridge. LHA requires pet-owning tenants to pay an additional pet deposit to be used by management at the termination of tenant's lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by the pet. LHA will charge the pet deposit in accordance with its Pet Policy. LHA will not charge a deposit for an assistive animal (for example, a seeing eye dog).

M. Additional Charges. From time-to-time LHA may find it necessary to assess additional charges for certain services or damages for which tenants are responsible. LHA will make all new tenants aware of these charges and provide them with a copy of the standard charge sheet, LHA Form #99. As LHA updates the schedule, it will provide a 30-day notice of the new schedule of charges to all tenants.

SECTION IX
RENT COLLECTION POLICY

A. Due Date. Rents are due and payable on or before the first day of each month.

B. Notice of Lease Termination. After the fifth calendar day of each month LHA will send a Notice of Lease Termination to all tenants whose rents have not been paid in full. The Notice will conform with the requirements of the tenant's lease and state and federal law when applicable.

The Notice will require the tenant to pay all unpaid rent and late fees within the following number of days or LHA will terminate the lease and initiate eviction procedures:

Conventional, Tax Credit & Reduced Rent units	7 days
Burke Plaza	30 days
New 32 units	30 days
~~Public Housing~~Family Housing~	30 days ~~3~~ ~~0 days~~
Mahoney Manor	30 days

National Emergency: The Secretary of HUD may determine that additional time is necessary for families to secure available funding due to a national emergency.

C. Late Fees. LHA will assess the tenant a $20 late fee if rent is not received by the fifth calendar day of the month.

D. Non-Sufficient Funds. LHA will consider the receipt of a Non-Sufficient Funds (NSF) check as non-payment of rent. LHA will charge $20 for any returned checks. LHA will treat NSF checks the same as non-payment of rent. LHA will allow one NSF check before putting the tenants account on a money order only basis. On the second offense, LHA will place the account on a money order only basis for six months. On the third offense, LHA will place the account on a money order only basis for the remaining tenancy.

For Burke Plaza and New 32 tenants, LHA will charge the actual cost of bank charges incurred by LHA beginning with the second NSF check and each time thereafter.

E. Legal Proceedings. If LHA does not receive the rental payment within the required number of days specified in the Notice, the tenant has not vacated the premises, and the time period for a hearing (for HUD subsidized units only) has expired, LHA will initiate legal proceedings to recover possession of the dwelling unit.

F. Extensions. LHA will consider a request for an extension due to hardship. Any request for an extension must be in writing, include an explanation of need, the exact date payment will be made, and be received at the LHA main office by the fifth calendar day of the month. LHA reserves the right to deny any request and to limit the number of extensions granted to any resident. The rent will still be considered late, and the $20.00 late fee will be assessed and must be included with the payment. Late payment of rent is a lease violation and will be reflected on tenants' leasing records.

SECTION X
RE-EXAMINATION OF FAMILY INCOME AND COMPOSITION
HUD-SUBSIDIZED UNITS ONLY

A. Annual and Biennial Re-examinations. LHA will annually re-examine each tenant family's income and composition in order to determine the appropriate Total Tenant Payment and Tenant Rent to charge for the ensuing year. LHA will also determine if the unit size remains appropriate, ~~review compliance with the Community Service Requirements for Public Housing~~ and review any other pertinent issues with the family.

1. Annual rent adjustments will be effective on the anniversary date of the family's lease. If the family's lease was effective on a day other than the first of the month, then the annual adjustment will be effective on the first day of the month of the anniversary date of the lease. LHA will make reasonable efforts to complete the process at least 30 days prior to that date in order to give each family adequate notice of any rent change. LHA will begin the process 90 days prior to the effective date of each family's annual rent adjustment. For Burke Plaza and New 32 tenants, LHA will begin the process 120 days prior to the effective date, in accordance with HUD Handbook 4350.3.

2. LHA will require each household to complete and sign appropriate forms and documents to provide all data and information necessary to enable LHA to determine the appropriate Total Tenant Payment, Tenant Rent, and unit size for the family. In addition, LHA will require the appropriate family members to sign authorizations for release of information, certifications, and other requisite forms in order to verify the information and complete the process. LHA will anticipate all known income to be received for a 12-month period after the effective date of the Annual Re-examination. If the tenant receives an increase in income after the Annual Re-examination meeting with LHA, LHA will not include the increase in its Annual Income calculation, as long as the increase was not known or anticipated by the client at the time of the meeting.

3. In accordance with the above schedule, LHA will contact the family to schedule an appointment to complete the necessary paperwork and to begin the process. LHA will provide the family with up to two (2) notices to schedule an appointment. It is the family's responsibility to schedule an appointment and provide all necessary information for LHA to complete the re-examination within 60 days of the first notice. If the family does not respond, misses a scheduled appointment, or otherwise refuses to complete any part of the recertification process, LHA will send a 14/30-day notice to terminate the lease. A family's failure to respond and keep appointments may also result in less than a ~~30day~~30-day notice of rent changes. For Burke Plaza and New 32 tenants LHA will follow the process for second ~~and third~~and third notices as required by HUD Handbook 4350.3.

4. ~~Public~~ Housing Project-Based Voucher Units Only. For all Project-Based Voucher~~Public Housing~~ Families, LHA will conduct the required Annual Re-examination as described above, every two years. Biennial review cycles were

implemented in 2009 for Public Housing Elderly and Disabled Families. For all other Families in Public Housing, LHA will implement biennial reviews as follows:

A. Beginning July 1, 2025 ~~(or 3 months after the MTW plan approval if approved after April 1, 2025)~~ LHA will conduct re-examinations of all households at least every two years.

~~B. For current head of households on an annual review cycle, those with a tenant ID ending in 0, 1, 2, 3 and 4 will continue to have their next re-exam according to the month the re-examination is due between 2025 and 2026. Those with a tenant ID ending in 5, 6, 7, 8 and 9 will have their next re-exam according to the month the re-examination is due but the following year, between 2026 and 2027.~~

This provision in no way limits LHA from conducting interim re-examinations in accordance with its interim re-examination policy and does not exempt Elderly or Disabled Families from reporting changes in household composition or other changes in between Annual Re-examinations as required in the interim re-examination policy.

B. Interim re-examinations. Under certain circumstances LHA will re-examine a family's income and/or composition between annual or biennial re-examinations. LHA will complete interim re-examinations at the participant's written request and when there is a household composition change. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will perform interim re-examinations under the following circumstances:

1. Family Composition Changes:

The family must report in writing within thirty (30) calendar days all household composition changes that result in the removal of a household member. When a household member is removed, previously verified household income will be used to redetermine household income excluding the departed member. The family may request in writing, within thirty (30) calendar days, to have the household income and rent portion redetermined; in this case all household income must be re-verified. LHA will review eligibility requirements pertaining to the changes in adding or deleting a household member. LHA must review and approve the eligibility of an additional person in the unit.

The family must obtain prior written approval from LHA for additional family members, before any new adult member occupies the unit. Prior approval is not required for additions by birth, adoption, or court-awarded custody; however, the family must inform LHA in writing within 30 calendar days. Requests by the family to add additional family members, other than by birth, adoption, marriage or court-awarded custody, will only be approved if they meet all other eligibility criteria. If the new family member added is 18 years of age or older, the income of the incoming household member will be added to the current household income for rent determination. If the new family member is under age 18, LHA will only verify and add to the household income any disability benefits, ADC benefits, child support payments or any other non-wage income related to the

new family member. The family may request in writing, within thirty (30) calendar days, to have the household income and rent portion redetermined; in this case all household income must be re-verified. In addition, criminal activity, U.S. citizenship and/or eligible immigrant status must be declared and verified.

If the family composition change is not reported within the required time period or the family fails to provide documentation or signatures, it will be considered untimely reporting. Untimely reporting may result in the family being required to sign a repayment agreement or termination of the lease. Any additions not reported within the required time frames will be considered unauthorized household members.

2. The tenant family requests a rent review due to a decrease in family income or a change in other circumstances that would lower the rent payment. LHA will not lower the rent for payments due to a temporary loss of income of one month (30 days) or less duration.

   In ~~Public Housing~~Project-Based Voucher~~-~~units only, if a family member has reduced or terminated employment, LHA will make the rent decrease effective 90 days after the month the decrease occurred or after all verifications are received, whichever is the latest. This 90-day re-employment rule applies to both new admissions and ongoing tenants. For new admission, we will include any income earned within 90 days of the new admission interview date. Hardship Provision: The 90-day rule is not implemented if the employment income was reduced or terminated due the employer's reduction in workforce, or the previously employed family member is elderly, disabled, or qualifies for one of the Minimum Earned Income exemptions (found in Section VII, paragraph 5.a (1-7)) except the self-sufficiency exemption, or the reduced employment income was from a secondary part-time job when a primary full-time job is still intact.

   Temporary or Sporadic Employment: If a person works temporary or sporadic employment for the past 12 months, the LHA will anticipate the next 12 months' earnings using the past income to reflect the future income. If the person has not been enrolled with temporary work on a consistent basis (less than 12 months) then LHA will anticipate the income on a quarterly basis, completing interims quarterly regardless of the increase or decrease of income.

3. LHA had calculated the current rental payment for a temporary time period and planned an interim review. LHA will conduct an interim rent increase if it previously reduced the rent due to a temporary loss of income. For Example: A household member submits a doctor's statement that they will not be able to work for 2 months. An interim was completed and two months' rent reflected zero income. The third month will have another interim, adding the employment income back into the TTP. When possible, LHA will issue concurrent notices on lowering the rent and one increasing the rent effective on predicted date the client returns to work.

Families who report zero income will be required to cooperate with quarterly income re-examinations.

4. There is a change in federal regulations requiring such a review.

5. LHA received information that indicates the tenant has incorrectly or falsely reported the family's income or composition.

6. *For Burke Plaza and New 32 tenants*. There is an increase in the family's annual income of $200 per month or greater. Tenants must report the change in the household's income. LHA will determine whether a re-examination is necessary.

7. *For Project-Based Voucher ~~Public Housing~~ units*. Tenants are not required to report increases in income until the next Annual Review, and LHA will not perform an interim and increase rent until the next annual review except for the following circumstances.

   a. LHA will conduct an interim review and adjust rent if there is a change in family composition. If the new family member is age 18 or older, all family income, including income from the new member, will be reviewed to determine the rent amount. If the new family member is age 17 or under, only the income for the new family member must be reported and reviewed to determine any change in rent amount.

   b. LHA will conduct an interim review if the tenant no longer qualifies for an exemption from the Minimum Earned Income for any reason other than employment or successful completion or graduation from an approved self-sufficiency or education program. For example, if a tenant is terminated from a self-sufficiency program for failure to cooperate with program guidelines, LHA will conduct an interim review to include Minimum Earned Income in the calculation of Annual Income. If a tenant successfully completes an approved self-sufficiency program or graduates from an education program, the MEI exemption and tenant income will not be re-examined until the next annual re-examination.

   c. LHA will conduct an interim rent increase if it previously reduced the rent due to a temporary loss of income. For example, if a pregnant client's rent was decreased due to a work stoppage and loss of income, LHA will increase rent up to its previous level when the client starts working again. When possible LHA will issue concurrent notices - one lowering the rent and one increasing the rent effective on the predicted date of the client's return to work.

   d. LHA will conduct quarterly interim reviews and adjust rent for income increases for families who report zero income.

C. Reporting Deadline. LHA requires tenants to report changes in family composition within 30 days of the change. Burke Plaza and New 32 tenants are required to report increases in income of $200 per month or greater within 30 days of the change. ~~Public Housing~~Project-Based Voucher tenants are not required to report income changes until the next Annual Re-examination unless the change is due to a change in family composition.

D. Interim Rent Adjustments. LHA will issue a Notice of Rent Adjustment informing the family of any change in the family's rent resulting from an interim re-examination. The rent will remain in effect until the next annual re-examination or until circumstances occur that warrant an interim rent review. LHA will attempt to give the family at least 30 days' notice of any rent increase. However, if the family fails to fully cooperate with the review process, fails to provide the required information on a timely basis, fails to respond to notices to schedule a review meeting or misses an appointment, LHA may provide less than 30 days' notice. LHA will charge retroactive rent if the participant fails to report changes in writing within the required time frames. LHA will make decreases in tenant rent effective the month after LHA receives adequate verification of the change. In Project-Based Voucher ~~Public Housing~~ units, if a family member has terminated employment, LHA will make the rent decrease effective 90 days after the month the decrease occurred or after all verifications are received, whichever is the latest.

E. Incorrect Unit Size. If LHA determines that the size or composition of a family has changed and that the unit occupied by the family is no longer suitable according to LHA's Occupancy Standards, LHA will transfer tenants to another dwelling unit in accordance with the Transfer Policy. If LHA does not own or operate units of the appropriate size, LHA may terminate the family's lease in accordance with the Lease Termination section of this policy or waive its occupancy standards. LHA will attempt to provide the family assistance in locating another unit, including referrals to other rental assistance programs.

F. Misrepresentations. If LHA determines that a tenant intentionally or deliberately misrepresented or otherwise incorrectly reported income, assets, deductions, family composition, or other information upon which the rent and unit size and type are based, LHA will determine the amount of rent that should have been charged and attempt to collect the amount owed. If the family repays the amounts owed and/or moves to the appropriate size or type of unit, LHA may allow a tenant family to remain in tenancy. Otherwise, LHA will terminate the tenant's lease in accordance with the Lease Terminations section of this policy. At its sole discretion LHA may allow a family to enter into a repayment agreement to pay off their debt over a specified period of time. The participant/applicant must cooperate with the Program Integrity program to assist with obtaining accurate information to determine program eligibility. Should the participant fail to cooperate in obtaining the requested information, the household would be terminated and would not be approved for assistance until cooperation with the Program Integrity is satisfied. If LHA terminates tenancy for failure to cooperate or for fraud or other misrepresentations, the tenant is ineligible to be placed on any

LHA housing program for at least three (3) years, and must repay in full any amounts owed prior to being eligible for the waiting list.

G. Temporary/Extended Absences. LHA policy for temporary absence of household members depends on whether the family member is an adult or child and whether the household member is the only adult or sole member of the household. The family will need to declare in writing to LHA in advance when a family member or all household members will be temporarily absent from the household for more than 14 consecutive calendar days. For unplanned hospitalizations and incarcerations, the family is required to notify LHA within five (5) business days of the start of the absence from household. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will advise the family of their options and how it affects the rent and unit size. LHA distinguishes between absence and abandonment. This policy for absence assumes the tenant continues to pay rent and comply with the lease terms and rules of occupancy. Any household member absent more than 60 days in 24 months will have travel costs counted as income (please see Section VII, 5.g.). The head of household must cooperate in providing verifications of how travel expenses were covered.

1. Children/Dependents
   (a) Children in Foster Care. If the children are removed from their parent's home due to neglect or abuse, the child(ren) will remain a member of the tenant family as long as a reunification plan is in place with the local social service agency. Otherwise, they will not be counted as part of the household. LHA will obtain verification from the local social service agency.
   (b) Dependent Student (other than head or spouse): A student who attends school away from home, but lives with the family during recesses, may be considered either temporarily absent (first $480 of income counted and on lease) or permanently absent (income not counted, not on lease) at the family's option.
   (c) Joint Custody of Children: Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year and do not have to be consecutive. The determination of joint custody will be made based on a court order or a signed agreement by both parents.

2. Adult Household~~s~~ Members.
   (a) When an adult member will be absent for an extended period, LHA will allow another adult to move into the household to care for the children. LHA will continue assistance for up to 60 days, as long as the family continues to meet the definition of family and the other adult meets all other eligibility requirements. Adults must not be absent from the unit for more than 60 days unless it is for medical reasons. An adult may be absent from the unit for up to 180 days for medical reasons. When all adult household members are required to be on an extended absence, a responsible adult must be present

to supervise the children and the dwelling unit. At LHA's discretion the other adult may be added as a member of the household in order to allow the family to continue receiving assistance.

(b) Absence by all adults. The adult members of the household cannot be absent for more than 60 continuous days without reasonable cause. Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days. If the adult members must leave the household for more than 60 days, the unit will not be considered to be their principal place of residence and the lease will be terminated.

3. Sole member of the Household. The sole member of the household cannot be absent for more than 60 continuous days. Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days. If the sole member must leave the household for more than 60 days, the unit will not be considered to be their principal place of residence and the lease will be terminated, unless the absence is due to verifiable medical reasons. A sole member may be absent from the unit for up to 180 continuous days for medical reasons. If the sole member must leave the household to go to the hospital or nursing home, LHA will seek advice from a reliable medical source as to the likelihood and timing of their return. If the medical source informs LHA that they will be permanently confined to a nursing home, they will be considered permanently absent. The length of stay cannot exceed 180 days before LHA will consider the absence permanent. If the sole member must be absent from the unit to attend to the needs of an ailing family member, the sole member must not be absent from their unit for more than 60 continuous days to be considered temporarily absent.

   Incarcerations, vacations and traveling for any reason longer than 60 days are not considered reasonable cause for the sole member being absent from the unit thus will be considered permanently absent from the unit after 60 days.

4. Entire Household Absence: The entire household cannot be absent from the unit for more than 60 days in a 12-month period or they will be considered permanently absent. If the entire household must leave the household for more than 60 days in a 12-month period, the unit will not be considered to be their principal place of residence and they will be terminated from the program unless the absence is due to medical reasons that can be verified.

H. <u>Permanent Absences</u>. The family must report in writing to LHA to declare a family member permanently absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability.

1) Spouse and other Adult members. If the spouse or other adult member leaves, and the family declares in writing that the spouse or other member is permanently absent, LHA will require verification of the move before it will

consider them permanently absent and remove them from the lease. LHA will consider a person permanently absent if one of the following is provided:

a. Divorce or legal separation.
b. Lease in their name at another location and additional supporting documentation of move out, e.g., DHHA verification person no longer in household, driver's license, bank statements, etc.
c. Utility bills or other appropriate documentation in their name proving residence at another location.
d. Statements from other agencies such as Health and Human Services.
e. Protection or Restraining Order obtained by one family member against another.
f. Proof of incarceration.
g. At LHA's discretion, a written statement from the family with a forwarding address.

(i) Military (adult child): If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.

3. Children. Children (age 17 and under) will be considered permanently absent as reported by the Head of Household.

I. ~~Public Housing - Over Income.~~
~~In accordance with HOTMA: Housing Opportunity Through Modernization Act of 2016. Families that have an income that exceeds the applicable income limit (120% of the area median income) for two consecutive years will have their tenancy terminated within six months of the second income determination. LHA shall notify the family of the potential termination after one year of the family's income exceeding the over-income limit.~~

~~The two-year time limit will begin with a tenant's next annual review that is effective on or after April 1, 2019.~~

SECTION XI
ANNUAL RECERTIFICATION
TAX CREDIT & REDUCED RENT UNITS

LHA will annually re-certify the income of households occupying units subject to the requirements of the Low-Income Housing Tax Credit Program. LHA will determine whether the household's income still meets the requirements of the Tax Credit program. For Wood Bridge, Summer Hill, Sunny Ridge, Prairie Crossing, and Crossroads House, LHA will comply with the Post Year 15 compliance requirements as issued by the Nebraska Investment Finance Authority (NIFA), which may not require Annual Recertifications. For Tax Credit and Reduced Rent tenants who are also Section 8 tenants, LHA will utilize the annual Section 8 review to fulfill the requirements of the Tax Credit recertification. Although LHA will utilize the annual Section 8 review, LHA will not utilize or act upon changes reflected by interim Section 8 reviews. For the purpose of the Tax Credit program, LHA will require families to report only changes in household composition or student status between annual recertifications and will act as necessary to maintain occupancy standards and compliance with the Tax Credit program.

For Tax Credit and Reduced Rent units in the Wood Bridge, Summer Hill, Prairie Crossing, and Emerald View developments, if the households income exceeds 140% of the initial qualifying income (60% of median), LHA will require the family to vacate the unit or transfer to a market rate rental unit as necessary to keep the mix of market and tax credit/Reduced Rent units as planned and not to adversely affect the tax credit Applicable Fraction.

SECTION XII
VERIFICATION OF APPLICANT'S STATEMENTS AND INCOME

A. Scope of Verification. LHA will verify all information affecting an applicant family's eligibility, selection preferences, rent calculations, and required unit size and type prior to admitting the family into its HUD-subsidized units or Tax Credit units. This may include the following:

1. Age
2. Assets
3. Child Care expenses
4. Citizenship/Immigration Status (if born outside the US)
5. Dependent Allowance
6. Disability assistance expenses
7. Disability status
8. Familial status
9. Family circumstances
10. Income (inclusions and exclusions)
11. Legal identity
12. Medical expenses
13. Preference status
14. Social Security numbers
15. Unit size
16. Zero income status
17. Full-time Student status.

These verifications will occur no more than ninety (90) days prior to the offer of a unit, and no more than 90 days prior to notification of rent change at annual and interim re-examinations. Permanent verifications must only be verified once, e.g. Social Security numbers.

B. Methods of Verification: LHA will verify in accordance with the federal regulations and LHA procedures. LHA prefers to independently verify information. However, LHA recognizes this may not always be possible, thus LHA will observe the following preferred order of verification:

1. **Up front Income Verification:** As available by HUD, up front income verification through computer matching will be used to verify wages, unemployment, TANF, and Social Security Benefits.

2. **Third Party:** LHA will first attempt to obtain written third-party verifications of information. LHA will require applicants to sign authorizations for the release of information to enable LHA to obtain such verifications. LHA will send verification forms directly to employers, banks, social service agencies and others in order to receive an accurate third-party verification. LHA's written inquiries will state the purpose of the inquiry and include the applicant/participant's authorization to

release information. LHA will strongly encourage parties to respond in writing but will accept oral verification from a ~~third party~~third-party source if a written response is not possible.

LHA will document all attempts to obtain written and oral third-party verifications before moving to the next level of verifications.

Computer: verification will serve as a third-party verification where allowed by HUD and/or state or local agencies. Computer printouts are acceptable.

3. **Family Documentation:** If third party verification is not possible, LHA may accept documentation supplied by the applicant. All documents will be photocopied. If photocopying is not allowed for a particular piece of documentation, then LHA will be required to make a notation in the file regarding the document which was viewed.

4. **Family Certification:** Under limited circumstances, if the nature of the information cannot be documented or independently verified, LHA may accept a certification from the family by submitting a statement in writing. LHA will use its best judgement to determine whether the family should be able to provide documentation of certain information.

5. **Release of Information:** Families will be required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice and other appropriate forms of verification not covered under the HUD form 9886. The signatures should be updated at each annual or biennial re-examination. Family refusal to cooperate with the required verification system will result in denial or termination.

C. Acceptable Forms of Verification**:** The verifications are listed in the order of most to least preferable form of verification. LHA will attempt to obtain the "most" preferable form of verification.

Income and Assets:

1. **Alimony or Child Support Payments:**
   (a) Copy of separation or settlement agreement or divorce decree stating amount and type of support and payment schedules.
   (b) Statement of the party responsible to enforce the payments indicating a record of payment history.
   (c) A letter from the person paying the support.
   (d) A copy of the latest check. LHA must record the date, amount and number of the check.
   (e) Child Support/Alimony certification statement.
   (f) Household's signed statement.

2. **Assets Disposed:**
   (a) Family's certification as to whether any member disposed of assets for less than fair market value during the two years preceding the effective date of the certification/re-certification.
   and/or
   (b) If the family disposed of assets for less than fair market value, a certification that shows:
      (i) All assets disposed of for less than FMV;
      (ii) Date assets were disposed;
      (iii) Amount family received; and
      (iv) The assets' market value at the time of disposition.

3. **Assets (Net Current & Non-Liquid):** Collect enough information to determine the current cash value. ~~For Public Housing~~For Project-Based Vouchers under MTW, only assets equal to or more than $50,000 face value require verification beyond self-certification. Assets of less than $50,000 are verified with self-certification by the household.

   For Multi-Family properties not under MTW enough information is required to determine the cash value of the asset and actual income. Upon HUD implementation of HOTMA, net family assets threshold will change from $5,000 to $50,000. Until the HUD implementation, when net family assets are $5,000 or less, then actual income from the asset is used. When total net family assets are more than $5,000, the greater of actual asset income or a LHA identified passbook savings rate multiplied by the asset cash value is used.

   (a) Verification forms, letters or documents from a financial institution.
   (b) Passbooks, checking account statements, certificates of deposit, bonds or financial statements.
   (c) Quotes from ~~stock broker~~stockbroker or real estate agent.
   (d) Real estate tax statements at current market value.
   (e) Copies of closing documents.
   (f) Appraisals.
   (g) Family's notarized statements.

4. **Employment:** Verification from the employer will include the pay frequency, effective date of the last pay increase, probability and effective date of any increase during the next 12 months.
   (a) Employment verification form completed by the employer.
   (b) Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings. Check stubs or earning statements must be current and represent a minimum of 30 days' employment unless the participant recently started employment and has not worked a full 30 days.
   (c) W-2 forms plus tax return forms.

   Employment for ~~Public Housing~~PBV under MTW:

(a) Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings. Check stubs or earning statements must be current and represent a minimum of 30 days (preferably 3 months) employment unless the participant recently started employment and has not worked a full 30 days.
(b) W-2 forms plus tax return forms.
(c) Employment verification form completed by the employer

5. **Interest Income and Dividends:**
   (a) Account statements, passbooks, etc., providing enough information and signed by the financial institution.
   (b) Brokers' quarterly statements showing the value of the stocks or bonds and the earnings credited the applicant.
   (c) An IRS form 1099.

6. **Interest from the sale of real property pursuant to purchase money mortgage, installment sales contract or similar arrangement:**
   (a) A letter from the accountant, attorney, real estate broker, the buyer or financial institution stating the interest due for the next 12 months.
   (b) Amortization schedule showing the interest for the 12 months following the effective date.
   (c) A copy of the check paid by the buyer to the applicant is **not** sufficient.

7. **Rental Income:**
   (a) IRS 1040 with Schedule E.
   (b) Copies of latest rent checks, leases or utility bills.
   (c) Documentation of family's income and expenses in renting the property which includes expense and income receipts.
   (d) Lessee's written statement identifying monthly payments due the family and family affidavit to net income.

8. **Recurring Gifts:**
   (a) Notarized statement signed by the person providing the gifts. Must give the purpose, dates and value of the gift(s).
   (b) Family notarized statement that provides the same information indicated above.

9. **Self-Employment (Net Income from a Business):** The following documents will reflect the prior year's income, but LHA must consult with the participant/applicant on the estimated income due for the next 12 months:
   (a) IRS Tax Return, form 1040 and any schedules © Small Business, E - Rental Property and F-Farm Income).
   (b) Accountant's calculation of depreciation expense computed using straight-line depreciation rules.
   (c) Financial statements of the business.
   (d) Loan application listing income derived from the business during the previous 12 months.

(e) Applicant's accounting statements as to the net income realized from the business during the previous years.

10. **Social Security, Pensions, Disability and Unemployment Income:**
    (a) Computer links.
    (b) Benefit verification form completed by the agency providing the benefits.
    (c) Award or benefit notification letters.

11. **Welfare:**
    (a) Records obtained via LHA's computer link or directly from the Department of Health and Human Services

12. **Zero income Status:** Families reporting no income or unrealistically low income will be required to sign an affidavit of unemployment, zero income affidavit and/or "survival" statement.

Deductions:

For ~~Public Housing~~PBV under MTW, effective April 1, ~~2008~~2008, all deductions ~~except deductions provided under the Hardship TTP~~ will be eliminated according to the MTW policy changes. ~~Under the Hardship TTP the household will provide a written statement regarding the previous allowable deductions describing if they have remained the same or are expected to increase.~~

13. **Age (to verify elderly & dependents):**
    (a) Birth Certificate;
    (b) Naturalization and Immigration papers;
    (c) US passport;
    (d) Hospital record of birth;
    (e) Baptismal record;
    (f) Driver's license;
    (g) Government issued identification;
    (h) School records;
    (i) Health records (i.e. immunization);
    (j) Medical papers or statements;
    (k) Military service papers;
    (l) Written verification from social services agencies;
    (m) Insurance records;
    (n) Newspaper records;
    (o) Family bible records;
    (p) Written family statements.

14. **Child Care Expenses:**
    (a) Written verification from the person who received the payments. The verification should include the Federal ID number or Social Security number, name, phone number of the ~~child care~~childcare provider, name of each child, number of hours, days of the week and the amount charged for each child.
    (b) Family certification on the payments which have been made or reimbursed by outside sources.

15. **Dependent Deductions:**

In addition to receiving verification of "age", LHA must provide verification of family relationship. The following verifications may be used for relationship status to the head of the household.

(a) Birth Certificate;
(b) Naturalization and Immigration papers;
(c) US passport;
(d) Hospital record of birth
(e) Baptismal record;
(f) Government issued Identification;
(g) School records;
(h) Health records (immunization records);
(i) Medical papers or statements;
(j) written verifications from social services agencies
(k) Insurance records
(l) Newspaper records;
(m) Family bible records;
(n) Written family statements
(o) Signed LHA Personal Declaration or Application.

16. **Medical Expenses:**

(a) Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc. The verification will include estimated medical costs to be incurred by the family and/or regular payments due on medical bills, and verification should state which of the medical expenses will be reimbursed by Insurance or another agency.
(b) Insurance company's or employer's written verification of health Insurance premiums to be paid by the family.
(c) Social Security Administration's written verification of Medicare premiums to be paid by the family in the next 12 months.
(d) For Attendant Care: Doctor's certification the assistance of the attendant is medically necessary; attendant's written verification of the hours provided, the amount and frequency of payments, and the family's certification as declaring if any of the payments have been paid or will be paid by an outside source.

NOTE: *When using the verifications below, the client must complete the Medical Expense declaration form to accommodate the following verifications.*

(e) Receipts, canceled checks or pay stubs which indicate health Insurance premiums, medical and/or Insurance expenses to be incurred over the next 12 months.
(f) Copies of payment agreements with medical facilities or canceled checks verifying payments to be made on outstanding medical bills that will continue into the next 12 months.

(g) Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate the future medical expenses. LHA may use this approach for general medical expenses such as non-prescription drugs and regular visits to a doctor or dentist, but not for one-time recurring expenses from the previous year. LHA may use a form letter to submit to the physician to verify any future medical need including prescribed services, prescriptions and non-prescription items.

(h) Mileage: LHA will use mileage at the rate approved for LHA or cab receipts with to/from addresses listed for verification of the cost of transportation directly related to a medical treatment.

17. **Assistance to the Disabled:** Attendant Care, Auxiliary Apparatus, etc.
    a) Written certification from the doctor or rehabilitation agency the disabled person requires services of an attendant, or the use of auxiliary apparatus to permit the disabled person to be employed or to function sufficiently and independently to enable another family member to be employed.
    (b) Family's written certification as to whether or not they receive reimbursement for any expenses and the amount reimbursed.
    (c) Refer to medical expenses above for verification requirements of the expenses.

Miscellaneous:

18. **Citizenship or National Status:**
    (a) Individuals born outside of the United States–a birth certificate, U.S. Passport, or naturalization papers; and
    (b) Signed declaration of 214 status provided by the family for each household member and a copy of the Social Security card.
    (c) Non-citizens in eligible immigration status–provide USCIS card or documentation containing an alien registration number and a signed verification consent form. Eligibility will be verified through the U.S. Department of Homeland Security's SAVE program in accordance with HUD requirements.

19. **Full Time Student Status:**
    (a) Written verification from the registrar's office or appropriate school official.
    (b) School record indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

20. **Medical Need for Larger Unit:**
    A medical source must provide a written certification there is a need to provide a larger unit as a reasonable accommodation for a disability.

21. **Certification of Domestic Violence, Dating Violence or Stalking**:
    A family member must complete and submit form HUD-5382 or information provided in lieu of the certification within 14 business days of receiving a written request by LHA. If this information conflicts with other existing information, LHA will also request additional third-party documentation to confirm the certification. Verification may include but is not limited to:

1. A Federal, State, tribal territorial or local police or court record; or
2. Documentation signed by an employee, agent or volunteer service provider, an attorney or medical profession whom the victim has sought assistance in addressing violence issues.

If the victim does not provide a complete and accurate certification within 14 business days or request an extension from LHA, none of the protections afforded to victims of domestic violence, dating violence or stalking shall apply.

22. **Child Custody**

Child custody may be verified by one of the following:

a. Court ordered custody document
   - For children in out-of-home foster care, Department of Health and Human Services (DHHS) verification of placement that shows reunification plan is required.
   - For tenants serving as foster parents, DHHS verification of placement is required.

b. Divorce decree showing custodial arrangements

c. Child support order

d. Other verifications to be determined including student profile record from school or self-certification from custodial parent.

SECTION XIII
LEASE TERMINATIONS

A. Tenant Termination. The tenant may terminate the lease by providing a written notice to LHA in accordance with the lease agreement.

B. LHA Termination - Conventional and Tax Credit Units. LHA will terminate or refuse to renew a tenant's lease at its discretion in accordance with the lease and state law.

C. LHA Termination - HUD Subsidized Units. For termination due to failure to pay rent, Refer to the Rent Collection Policy. For terminations due to other than failure to pay rent, LHA will terminate or refuse to renew the lease for serious or repeated violation of material items of the lease such as failure to fulfill the tenant obligations set forth in the lease, failure to comply with the Community Service Requirements, or for other good cause. Other good cause includes but is not limited to: serious or repeated interference with the rights of other tenants or neighbors; serious or repeated damage to the leased premises; creation of physical or health hazards; failure of the tenant to use the dwelling unit as his principal place of residence; or failure to fulfill other tenant obligations set forth in the lease. If LHA terminates the lease, LHA shall provide written notice to the tenant as follows:

1. In accordance with the Rent Collection Policy in the case of failure to pay rent.

2. A reasonable time considering the seriousness of the situation - but not to exceed 30 days - in a case where a tenant creates or maintains a threat constituting a serious and clear danger to the health or safety of other tenants or housing authority employees. A serious and clear danger shall include but not be limited to any of the following activities of the tenant or any other person on the premises with the consent of the tenant:

   a. Physical assault or the threat of physical assault.
   b. Illegal use of a firearm or other weapon or the threat to use an illegal firearm or other weapon.
   c. Any "drug-related criminal activity."

3. At least thirty (30) days prior to termination in all other cases. On a first offense, LHA will provide a 14-day period to remedy the tenant default.

D. Drug-related, Violent or Other Criminal Activity. The U.S. Department of Housing and Urban Development requires housing authorities to provide a written policy concerning when a lease will be terminated for drug-related criminal activity, alcohol abuse, violent criminal activity, or other criminal activity. In determining whether to terminate the lease of a family LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and other media reports, and past history with any housing authority or landlord. The existence of the following behaviors by any household member or guest, regardless of the tenant's knowledge of the behavior shall be grounds for denial or termination of assistance. LHA may terminate a lease for such

behaviors regardless of arrest or conviction status. The term “arrest” in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority. An arrest record without a criminal charge, conviction, or other imposed penalty on criminal activity will not be LHA’s sole basis for terminating a lease. If a tenant has pending criminal charges on a disqualifying criminal activity, LHA will try to obtain more information to determine whether an individual engaged in a disqualifying criminal activity. LHA can use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to make the decision that a disqualifying conduct occurred.

The Lincoln Housing Authority will terminate the lease of tenants in accordance with HUD’s rules and regulations, for the following conduct:

1. Drug-Related Criminal Activity: The sale or use of illicit drugs has consequences that negatively affect the lives of family members, neighbors and the Lincoln community as a whole. The negative consequences include a strong correlation with acts of violence committed against innocent people, which damage the lives of families affected by drug use and effectively end the household’s ability to become self-sufficient.

    a. Lease Termination. LHA will terminate the lease when any family or household member is currently engaged in or has within the previous three years engaged in any drug-related activity regardless of arrest or conviction status. LHA will terminate the lease for any household or household member engaged in drug-related activity on or off the assisted premises.
    b. Treatment. If the household member has been arrested for a drug-related criminal activity involving use or possession, but not production, manufacture, distribution or sale, the lease will not be terminated if the household member is under the age of 18, the household reported the activity to LHA, it’s the first incident for the household and the household member or the household member is no longer engaging in any drug activity and is actively participating in a supervised drug treatment program approved by LHA within sixty (60) days of LHA’s notification to the head of household of drug-related criminal activity. Failure to actively participate in or complete the drug treatment program successfully will result in termination of the lease for the entire household.
    c. Guests. LHA will terminate the lease for drug-related criminal activity in or near the participant’s unit when the crime is committed by a guest, or other persons who is under the control of a member of the household. This provision will not apply if (a) the head of household has called a law enforcement agency to report or turn in their guests or other persons under the participant’s control for having engaged in a drug-related criminal activity on or near the participant’s residence, and (b) an arrest is made of the guest or other person under the participant’s control without arresting or citing the participant or head of household.
    d. Activity Reported by Household. If an assisted adult household member contacts a law enforcement agency specifically about drug use or drug possession by other members of the household on or off the premises, LHA

will not terminate the lease if (a) the head of household reports the drug activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (b) the household member using or possessing drugs (except for possession related to distribution) is under the age of 18 and it's the first incident for the household member or (c) the adult member arrested is removed from the premises within 60 days of notification by LHA and (d) the arrested household member is removed from the lease for the unit; and (d) the head of household provides verifiable proof of the new residence by LHA's requested date. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

e. Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in drug activity, but does not participate in or complete an approved supervised drug treatment program as described in paragraph 1(b) of this section, LHA will terminate the lease unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture, distribution or sale; (b) the activity occurs away from the assisted premises; (c) the head of household reports the drug activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (d) the offending adult member is removed from the premises and removed from the lease within 60 days of LHA's notification; and (e) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

f. Minor Children. If a minor household member (under age 18) engages in drug-related activity on or off of the premises, but does not participate in or complete an approved supervised drug treatment program as described in paragraph 1(b) of this section, LHA will terminate the lease unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture, distribution or sale; (b) the head of household reports the drug activity to LHA by the next annual review, interim review transfer or anytime an application or Personal Declaration form is completed; (c) the offending member is removed from the premises and removed from the lease within 60 days of LHA's notification, unless it is the first occurrence; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a

minimum of three (3) years from the date removed from the lease. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

g. Methamphetamine Production. LHA will terminate the lease and permanently bar the household from any housing assistance, if any household member has been convicted for the manufacture or production of methamphetamine on the premises of any federally assisted housing unit. The household terminated for manufacture or production of methamphetamine will be subject to a lifetime prohibition from participation in any federal housing assistance program or any program operated by LHA.

2. Alcohol Abuse: LHA will terminate the lease if it 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 or persons residing in the immediate vicinity. The LHA may waive this restriction if the applicant clearly demonstrates that (a) the household member is no longer engaged in the abuse of alcohol and (b) has successfully completed a supervised alcohol rehabilitation program or is currently participating in a supervised alcohol rehabilitation program and will continue to participate successfully until the completion of the program. The tenant will be required to submit written evidence to verify successful participation in or completion of a supervised alcohol rehabilitation program. If terminated for alcohol abuse, the household must wait three (3) years from the termination date before the household may reapply for any housing assistance. When the household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to any waiting list.

3. Violent and Other Criminal Activity: LHA will terminate the lease if it determines that any household member has engaged in any violent criminal activity or is currently engaged in other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. If terminated for violent criminal activity or other criminal activity, the household must wait three (3) years from termination of the lease or three years from the completion of sentence or payment of fines to reapply for any housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to the waiting list. LHA will terminate the lease if a tenant is fleeing to avoid prosecution, or custody or confinement, for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees (or is a high misdemeanor in the State of New Jersey); or is violating a condition of probation or parole imposed under Federal or State law. LHA will make limited exceptions to this policy in accordance with the following guidelines. If LHA determines that continued occupancy by the assisted household threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, then

LHA will terminate the lease without regard to the following limited exception guidelines.

a. Guests. LHA will terminate the lease for violent criminal activity on or near the premises of a participant's residence when the crime is committed by a guest, or other person(s) who is/are under the control of a member of the household. This provision will not apply if (a) the head of household has called a law enforcement agency to report or turn in their guests or other persons under the participant's control for having engaged in violent criminal activity on or near the participant's residence, and (b) an arrest is made of the guest or other person under the participant's control without arresting or citing any member of the household.

b. Activity Reported by Household. If an assisted adult household member contacts a law enforcement agency specifically about violent criminal activity by other adult members of the household, LHA will not terminate the lease if (a) the head of household reports the criminal activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (b) the offending member is removed from the premises within 30 days of notification by LHA; (c) the offending member is removed from the lease for the unit; (d) the head of household provides verifiable proof of the new residence by LHA's requested date; and (e) the criminal activity did not occur on or near the premises. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease or three years from completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

c. Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in violent criminal activity, with or without the knowledge of the head of household, LHA will terminate the lease unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) if aware of the activity through police contacts, court proceedings, media reports or other sources, the head of household reports the drug activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (c) the offending adult member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

d. Minor Children. If a minor household member (under age 18) engages in violent criminal activity, LHA will terminate the lease unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) the head of household reports the criminal activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (c) the offending member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

4. Sex Offenders: LHA will terminate the lease if any household member has committed a felony sex offense. The household member will be subject to a lifetime prohibition from participation in any LHA program.

5. Threats Toward LHA Workers/Agents: LHA will terminate the lease if any household member has engaged in or threatened abusive or violent behavior towards an LHA employee, contractor, subcontractor or agent. The household member will be ineligible for housing assistance for three (3) years after the incident. At the end of the three (3) years, the household may reapply for housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements of admission to the waiting list.

6. Reporting by Head of Household of Drug-Related Activities, Alcohol Abuse or Other Criminal Activities. The Lincoln Housing Authority will terminate the household's lease if the household has failed to fully list on its application, annual or biennial re-examination Personal Declaration form, or other form used by LHA, any household member's arrest for drug-related activities, alcohol abuse arrests, or other arrests for violent or other criminal activities.

E. Judicial Proceeding. LHA will evict tenants only by initiating appropriate judicial proceedings.

F. ~~Public Housing Grievances. LHA will process and resolve grievances or appeals concerning the obligations of the tenant or the housing authority under the provisions of the Public Housing Lease in accordance with LHA's Public Housing Grievance Procedure that is in effect at the time such grievance or appeal arises.~~

G. Violence Against Women Act. LHA will not terminate the lease of a HUD Subsidized Unit on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person otherwise qualifies for continuation of assistance. LHA will follow the policies and

requirements of VAWA. Nothing in this section limits LHA's authority to evict or terminate a lease for any lease violation not premised on an act of violence against the tenant or member of the tenant's household. Nothing in this section limits LHA's authority to evict or terminate a lease if there is an actual and imminent threat to other tenants, neighbors, guests, employees, or others. Nothing in this section limits LHA's authority to evict or terminate a lease of a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members. LHA may, if allowed under state law, bifurcate a lease to remove or terminate tenancy of any individual who engages in criminal acts of physical violence against family members or others, without terminating the lease of the victim of the violence.

A victim shall take action to control or prevent the domestic violence, dating violence or stalking. The action may include but is not limited to: obtaining and enforcing a restraining order or no contact order or protection order for protection against the perpetrator; obtaining and enforcing a ban of the perpetrator from the property; enforcing LHA's or law enforcement's ban of the perpetrator from the property; preventing the delivery of the perpetrator's mail to the victim's unit; providing identifying and other verification information as required by the VAWA and Section XII of this document; and other reasonable measures.

SECTION XIV
COMMUNITY SERVICE AND ECONOMIC SELF-SUFFICIENCY PROGRAM

A. Introduction

The Quality Housing and Work Responsibility Act of 1998 requires that every adult resident of public housing perform 8 hours of community service each month or participate in an economic self-sufficiency program for at least 8 hours every month or a combination of each activity for a total of 8 hours each month. Certain adults are exempt from the requirements.

B. Community Service\Economic Self-Sufficiency Requirements for Adults

Adults age 18 and above who are not exempt must perform 8 hours of community service per month or 8 hours of participation in economic self-sufficiency programs or any combination of these activities. Either type of activity must be verified by a responsible and objective third party.

Community Service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. LHA will consider community service to be a broadly defined area of service performed under the auspices of a non-profit organization, service club, government agency, school, church, or other community organization. Community service is not employment and may not include political activities. Community service can include volunteer work in schools as well as state-approved home schooling of household members by a tenant or adult member of the family.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include job training and job readiness programs, budget and credit counseling, employment counseling, work placement, work experience, apprenticeships, basic skills training, secondary and post-secondary education, adult basic education and GED preparation, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

C. Exemption from Community Service\Self-Sufficiency Requirements

The requirement to perform community service or participate in an economic self-sufficiency program applies to all ***non-exempt***, adult residents (18 and older) in public housing.

An Exempt Individual is an adult member of the household who:

1) Is 62 years or older.

2) (i) Is a blind or disabled individual and who certifies that because of this disability she or he is unable to comply with the requirements, or

(ii) Is a primary caretaker of a blind or disabled individual and who certifies that because of this, she or he is unable to comply with the requirements. Only one adult in a household will qualify as a primary caretaker.

3) Is working for at least 8 hours per month or participating in Americorps, Vista, or Senior Community Service Employment Program.

4) Meets the requirements for being exempted from having to engage in a work activity under the State program as stated by the Social Security Act or under any other welfare program of the State. In Nebraska, Employment First regulations will be used as a guide in determining temporary or 12-month exemptions to the community service requirements.

5) Is a member of a family receiving Temporary Assistance to Needy Families (TANF) and has not been found to be in non-compliance with the program.

For any exemption, the Lincoln Housing Authority requires verification. In some cases, information to substantiate the exemption or actual verification information may already be on file. Some exemptions will be for the full twelve-month period; other exemptions will be only for part of the twelve-month period.

D. Notification to Residents and Status Determination

Public housing families will be informed of the requirements when they are initially housed or transferred and at least 30 days prior to the effective date of each annual or biennial review. At those times, each adult member of the household will be reviewed to determine if s/he is required to participate in community service\economic self-sufficiency activity or if s/he is exempt from the requirement. The determination is made according to what each adult's status is anticipated to be on the effective date of the annual or biennial review or move in.

If new adult members are added to a household, a status determination for community service is made at that and then as part of the annual or biennial review thereafter.

An adult member of the family can who is required to do community service or economic self-sufficiency activities can request a review of their situation at any time to determine if the community service activity requirement can be discontinued because the member has become exempt. A review will be done within 30 days of a request. This review may be done by phone, fax, mail, or in person, at the discretion of the LHA. Supporting documentation for any change in status is required.

E. Public Housing Lease

HUD regulations on community service require a 12-month lease term for public housing. For purposes of the community service program, the 12-month terms refer to the periods between initial housing and the effective dates of annual or biennial reviews thereafter. The public housing lease specifies that failure to comply with the community service requirement is grounds for termination of the lease at the end of the twelve-month lease term but not for termination of the lease during the course of the twelve-month lease term.

~~F. Procedures for Non-Exempt Residents~~

~~Each non-exempt adult will be referred to the community service liaison. The community service liaison will contact the family and provide clarification of the family responsibilities as well as suggestions for participating in either community service or economic self-sufficiency activities. The community service liaison will also provide forms for reporting the hours to fulfill the requirements. The family member must provide information and cooperate in verification of the community service and economic self-sufficiency activities. The community service liaison will also assist in verification of any exemptions or temporary exemptions that did not exist or were not evident during initial housing or annual or biennial reviews.~~

~~G. Annual or Biennial Review and Determination of Compliance~~

~~During the annual review process, LHA will determine if the tenant and adult family members have complied with community service\economic self-sufficiency requirements. LHA will also determine which adult members of the family qualify for an exemption for the upcoming twelve-month period.~~

~~H. Notice of Non-Compliance~~

~~At the annual review, if LHA determines there is a family member who is required to fulfill a community service\economic self-sufficiency requirement and has not done so, LHA will notify the tenant of this determination. The notice will describe the non-compliance and will state that the LHA will terminate the lease at the end of the twelve-month period. Prior to the date of the lease termination, the tenant will have the option to:~~

~~a) enter into a written agreement with the to cure such non-compliance and in fact cure such non-compliance according to the agreement; or~~

~~a) provide written assurance satisfactory to the LHA that the tenant or other non-compliant resident no longer resides in the unit.~~

~~The notice will also state that the tenant may request a grievance hearing on the matter and to contest the determination in a court of law.~~

~~I. Written Agreements to Cure Non-Compliance~~

~~If the tenant family wishes to enter into a written agreement to cure non-compliance with the community service requirements, they must complete and sign the written agreement prior to the effective date of lease termination. In entering into a written agreement to cure non-compliance, the LHA will review any mitigating circumstances for which the family can provide documentation including illness, temporary absence, accident, family crisis, temporary exemptions not previously reported, and community service\economic self-sufficiency activities that were not part of the plan or not previously reported. At LHA's sole discretion, a waiver of the community service requirement for a given month may be given for those months for which there is documentation of mitigating circumstances. A waiver may also be given for those months in which no hours were completed if there are other months in which excess hours were completed provided the total number of hours completed equals the requirement. A waiver means that no cure for non-compliance is required for that specific month. For those hours that will be required under a written agreement at least 8 hours per month, plus the regular 8 hours must be completed with the~~

~~first month in which the agreement is effective. Hours to be made up from the past under the written agreement are always performed before regular hours.~~

~~When a tenant or adult member is non-compliant with a previously established written agreement, the lease will be terminated at the end of the twelve-month period. LHA will consider any mitigating circumstances to amend the previously established written agreement provided the written agreement and any amendments are completed by the end of the twelve-month period.~~

~~If a tenant or adult member becomes blind or disabled and certifies that, because of this disability, s\he is unable to comply with the written agreement, then LHA will cancel the tenant's or adult member's obligation under the written agreement.~~

~~If a tenant or adult member becomes age 62 and is exempt from community service requirement, then LHA will cancel the obligations under the written agreement.~~

~~As an incentive to seek and maintain employment, LHA will cancel any remaining obligations for community service, including any under a written agreement, for a tenant or adult member who has obtained at least half-time employment and has maintained the employment throughout the balance of the twelve-month period.~~

~~During the first full or partial month in which the tenant family moves into their housing unit or a new member is added to the household, the requirement to perform 8 hours of service will be waived to allow the family time to complete the move and settle into their housing unit. This waiver applies only to the first full or partial calendar month and the waiver ends on the last day of the month in which the family moved into their housing unit.~~

~~J. Opportunities for Community Service or Economic Self-Sufficiency Activities~~

~~The LHA has the option to contract with a third-party organization to assist with managing the community service and economic self-sufficiency program. LHA will provide names and contacts at agencies, as needed, to fulfill the tenant's community service or economic self-sufficiency obligations.~~

~~K. Prohibition Against Replacement of PHA Employees~~

~~In implementing this program, the LHA will not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by the LHA employees.~~

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

A. Emergency Transfers

LHA 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), LHA 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 within the same program or served by the same waiting list. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of LHA 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 LHA has another dwelling unit that is available and is safe to offer the tenant for continued occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that LHA's HUD-subsidized units (~~Public Housing~~Family Housing, Mahoney Manor, Crossroads House, Burke Plaza and New 32) are in compliance with VAWA.

B. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

C. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify LHA and submit a written request for a transfer. LHA 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 LHA'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.

LHA will utilize Form HUD-5383 for this request and make the form available to tenants. The tenant may also submit their own written request for an emergency transfer.

D. Confidentiality

LHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives LHA 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.

E. Emergency Transfer Timing and Availability

LHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. LHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.

LHA will treat approved emergency transfers as priority transfers within the same program or waiting list. A priority transfer automatically moves to the top of the list and will be offered the next suitable available unit ahead of applicants and other transfers. A suitable unit means the size and accessible features needed. Accessible units will always be offered to tenants and applicants who need the features of the accessible unit before they are offered to tenants and applicants who do not need the features of an accessible unit.

If a unit is not available LHA will inform the tenant about other LHA housing programs. If a tenant requests to move to a unit in a different program with a different waiting list, LHA will treat that as a new application for the property or program which must comply with the requirements of that program's waiting list. 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. LHA will determine if the tenant is eligible for any preferences including the Domestic Violence preference for that waiting list. LHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If LHA has no safe and available units for which a tenant who needs an emergency is eligible, LHA's Tenant Services Department will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, LHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

F. 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 and are seeking help may visit the National Center for Victims of Crime's Victim Connect Resource Center at https://www.victimsofcrime.org/getting-help/.

Local resources include:

Voices of Hope in Lincoln
24-Hour Crisis Line: 402-475-7273 Office Phone: 402-476-2110
Email Address: info@voicesofhopelincoln.org
Mailing Address: 2545 N St., Lincoln, NE 68510
Website: www.voicesofhopelincoln.org

Friendship Home
Emergency Shelter Line: 402-437-9302
Mailing Address: PO Box 85358, Lincoln NE 68501
Email Address: info@friendshiphome.org
Website: www.friendshiphome.org

SECTION XVI
DEFINITIONS

The following is a list of terms and definitions used by LHA in its policies and practices. To the best of LHA's knowledge these definitions were true and correct at the time this policy was adopted. However, many of the definitions are based on the requirements of federal regulations, which are subject to frequent change. In the event that some definitions in this policy conflict with applicable federal regulations, LHA will comply with the appropriate regulatory requirements, unless the conflict is due to the Moving To Work Policies outlined in this document.

Adjusted Income - Annual Income less certain possible deductions. Not everyone is eligible for each deduction. LHA will abide by the appropriate federal requirements to determine eligibility for deductions for New 32 and Burke Plaza units. Under MTW in ~~Public Housing~~PBV, there are no deductions, and Total Tenant Payment is calculated based on gross Annual Income. Definition has been changed to implement HOTMA rules and will become effective upon HUDs implementation of regulations.

1. $480 for each Dependent, including full-time students over 18 years old;
2. $525 for any Elderly or Disabled Family (head or spouse is over 62 or disabled);
3. Disabled Assistance Expenses in excess of 10% of Annual Income.
4. For elderly/disabled families, Medical Expenses in excess of 10% of Annual Income.
5. Child Care Expenses necessary to enable a member of the family to work or go to school.

Annual Income: The anticipated total income from all sources received by family members (even if a member is temporarily absent) for the 12-month period following the effective date of initial occupancy or re-examination. The following list specifies income inclusions and exclusions.

Annual income includes, but is not limited to, the following:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services

2. The net income from the operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and net income of any kind from real or personal property. For non-MTW programs where the family has net assets equal to or greater

than $50,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by the Department of Housing and Urban Development (HUD). For ~~Public Housing~~PBV, income from assets will be calculated in accordance with Section VII of this policy.

4. The full amount received of periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, benefits for disability or death, and other similar types of periodic receipts. This includes a lump-sum payment for the delayed start of a periodic payment, except for SSI and Social Security.

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.

6. Welfare assistance payments, including General Assistance, Temporary Assistance to Needy Families, and Aid to Families with Dependent Children.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contribution or gifts, including amounts received from any person not residing in the dwelling.

8. All regular pay, special pay and allowances, (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are living in the dwelling.

9. Income of a day laborer, independent contractor, and seasonal worker regardless of age.

10. For ~~Public Housing~~PBV units: Minimum Earned Income. The greater of the Minimum Earned Income or the actual earned income for a household will be included in accordance with the policy in Section VII of this document.

11. For ~~Public Housing~~PBV Units: Travel Income. Travel costs for any or all household members who leave the state for more than 60 days in 24 months will be included as income, to include the cost of airfare or mileage at the IRS current medical/moving rate if no airfare is involved, and meal expenses based on the USDA SNAP Maximum Monthly Allotment prorated to the days gone and based on the number of household members traveling.

Annual income does not include:

1. Temporary, non-recurring, or sporadic income, including gifts.

2. Income from employment of children (including foster children) under the age of 18.

3. Payments received for the care of foster children or foster adults.

4. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal property losses. Lump-sum payments for delayed start of Social Security and SSI are also excluded.

5. Amounts received by the family, that are specifically for or in reimbursement of the cost of medical expenses for any family member.

6. Income of a Live-in Aide.

7. The full amount of student financial assistance paid directly to the student or the educational institution for tuition and other required fees and charges. The amount of financial assistance in excess of amounts received for tuition and other required fees and charges will be considered income.

8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

9. (1) Amounts received under training programs funded by HUD;

   (2) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS);

   (3) Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;

   (4) A Resident Service Stipend. A modest amount (not to exceed $200 per month) received by a ~~public~~ sudsidized-housing resident for performing a service for LHA, on a part-time basis, that enhances the quality of life in subsidized ~~public~~ housing; or

   (5) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for a limited period as determined in advance by the LHA;.

10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

11. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse). For ~~Public Housing~~PBV units this exclusion does not apply for students age 22 and over. All earned income is included for students 22 and over in ~~Public Housing~~PBV.

12. Adoption assistance payments.

13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.

14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and

16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. The current exclusions include:

    (1) Value of allotment provided to eligible households under the Food Stamp Act of 1977.
    (2) Payments to volunteers under the Domestic Volunteer Services Act of 1973. Examples of programs under this Act include but are not limited to: the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program; National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; and Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);
    (3) Payments received under the Alaska Native Claims Settlement Act.
    (4) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
    (5) Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
    (6) Payments received under programs funded in whole or in part under the Job Training Partnership Act (JPTA).
    (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
    (8) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.

(9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

(10) Payments received from programs funded under Title V of the Older Americans Act of 1965. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

(11) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation, M.D.L. No. 381. (E.D.N.Y.)

(12) Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L. 96-420, 94 Stat. 1785).

(13) The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.

(14) Earned Income Tax Credit Refunds received on or after January 1, 1991.

(15) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.

(16) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

(17) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran

(18) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.

(19) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

Arrest: The term “arrest” in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority.

Child. A member of the family, other than the family head or a spouse, who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed. This is an allowable income deduction, but only where such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his or her education, and is not reimbursed by an agency or individual outside the household. The amount deducted

must reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted cannot exceed the amount of earned income received by the family member released to work. This is not an allowable deduction in ~~Public Housing~~PBV under MTW.

Citizen. A citizen or national of the United States.

Conventional Units. LHA-owned units that do not receive ongoing subsidy by any other government agency. These include units at Arnold Heights, Northwood Terrace, Heritage Square, and Lynn Creek.

Dating Violence- Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

1. The length of the relationship;
2. the type of the relationship; and
3. the frequency of interaction between the persons involved in the relationship.

Day Laborer. A member of the family hired and paid one day at a time without an agreement that he or she will be hired or work again in the future.

Dependent: A member of the family household (excluding foster children) other than the family head or spouse or live-in aide, who is under 18 years of age or is a disabled person or handicapped person or is a full-time student under the age of 22.

Disability Assistance Expense: Reasonable costs, that are anticipated during the period for which Annual Income is being computed, for care attendants and auxiliary apparatus for disabled family members which enable a family member to be employed, provided that the expenses are neither paid to a family member nor reimbursed by an outside source. The amount allowable as a deduction is the amount that exceeds three (3) percent of annual income and cannot exceed the amount earned. This is an allowable deduction from Annual Income for the purpose of calculating total tenant payment. This is not an allowable deduction in ~~Public Housing~~PBV under MTW.

Disabled Family: A family whose head (including 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.

Disabled Person or Person with Disabilities: A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423). Section 223 of the Social Security Act defines disability as:

    a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

b. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(I)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

2. A person who has a physical, mental, or emotional impairment that:

   a. is expected to be of long, continued and indefinite duration;
   b. substantially impedes his or her ability to live independently; and
   c. is of such nature that ability to live independently could be improved by more suitable housing conditions.

3. A person who has a developmental disability as defined in Section 102(8) of the Development Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002(8)).: The term “developmental disability” means a severe, chronic disability of an individual that:

   a. is attributable to a mental or physical impairment or combination of mental and physical impairments;
   b. Is manifested before the individual attains age 22;
   c. is likely to continue indefinitely;
   d. results in substantial functional limitations in three or more of the following areas of major life activity:

      (i) self-care; (ii) receptive and expressive language; (iii) learning; (iv) mobility; (v) self-direction; (vi) capacity for independent living; (vii) economic self-sufficiency; and

   e. Reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are lifelong or extended duration and are individually planned and coordinated.

Displaced Family: A person or a family displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic Violence: Felony or misdemeanor crimes of violence committed by:

a. a current or former spouse or intimate partner of the victim,
b. a person with whom the victim shares a child in common,
c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
d. a person similarly situated to a spouse of the victim under local domestic violence or family violence laws, or

e. any other person against an adult or youth victim, who is protected from that person's acts under local domestic violence or family violence laws.

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

Drug-Related Criminal Activity. The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Effective Date: The "effective date" of an examination or reexamination refers to (a) in the case of an examination for admission, the date the lease takes effect, and (b) in the case of reexamination of an existing tenant, the date of the redetermined Total Tenant Payment takes effect.

Elderly Family: A family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age. It may include two or more elderly persons living together or one or more such persons living with one or more Live-in Aides.

Elderly Person: A person who is at least 62 years of age.

Eligible Immigration Status: For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document.

Emancipated Minor: A person under age 19 who does not live or intend to live with his/her parents, and who has been declared "emancipated" under Nebraska state law by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign an LHA lease.

Extremely Low Income Family: A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.

Family: See Section II.A.

Familial Status: Familial status includes families with children under the age of 18, pregnant women, and people securing custody of children under the age of 18.

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

Guest: A person temporarily staying in the unit with the consent of a tenant or other member of the household.

Head of Household: The adult member of the family designated by the family who assumes legal and moral responsibility for the household.

HUD: The United States Department of Housing and Urban Development. This is an agency of the federal government that provides on-going funding to LHA.

HUD Subsidized Units. Units owned by LHA that receive subsidies through contracts with HUD. These include all ~~public housing units (Turnkey, P30, F39, A12),~~ Project Based Voucher units (Family Housing, Mahoney Manor and Crossroads House) and all Project-based Rental Assistance units (Burke Plaza, New 32).

Immediate Family Member: A spouse, parent, brother or sister, or child of a victim or individual to whom the victim stands in the loco parent; or any other person living in the household of the victim and related to the victim by blood or marriage.

Income Limits. The maximum amount of income an applicant family can receive and still be eligible to be admitted to LHA's subsidized units. HUD establishes three categories of income limits: Extremely Low Income (30% of median income), Very Low-Income (50% of median income) and Low-Income (80% of median income). The Tax Credit Program also utilizes a 60% of median income limit.

Independent Contractor. A family member who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are subject to the self-employment tax.

LHA. The Lincoln Housing Authority.

Live-in Aide: If an elderly or disabled family requires a live-in aide as defined under 24CFR 5.403, then the appropriate bedroom size will be allowed to include a live-in aide.

1. A live-in aide is considered "essential" if there is a verified medical need (if not obvious then confirmed by a medical provider) that a live-in aide is necessary to provide daily supportive services and supported by a qualified medical practitioner statement that the person requiring the assistance would be unable to live in the home without the support of the live-in aide and that the live-in aide is qualified to provide the needed care. The need must be verified by a qualified medical practitioner, at annual or biennial recertifications, and household composition changes to determine if the extra bedroom is still required.
2. Prior to tenancy and during tenancy, a live-in aide cannot be obligated for the support of the person(s) and must maintain separate finances.
3. A live-in aide may be related by blood, marriage, or operation by law.
4. A live-in aide must have no other reason to reside in the unit other than to provide needed care.
5. A live-in aide will be required to sign an agreement regarding their tenant status, sign a release to conduct a criminal history check, and will be denied permission to reside in the unit if participated in disqualifying criminal activity or owes a PHA in connection with Section 8 or Public Housing.
6. A live-in aide cannot be considered a remaining member of the tenant family when a family vacates the unit.
7. A live-in aide's family may reside in the unit providing it does not increase the subsidy by the cost of an additional ~~bedroom~~bedroom, and the family is not

overcrowded. All adult family members must sign a release to conduct a criminal history check and will be denied permission to reside in the unit if participated in disqualifying criminal activity.

Local Preferences: Preferences that give a higher priority on the waiting list to applicants.

Lower Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by ~~HUD~~HUD, with adjustments for smaller and larger families.

Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by any insurance. Medical expenses are an allowable deduction only for elderly, disabled, or handicapped households. The amount allowable as a deduction is the amount above three (3) percent of annual income. If LHA deducts both Medical Expenses and Handicap Assistance Expenses for a family, LHA will subtract the 3% of Annual Income only once. This is not an allowable deduction in ~~Public Housing~~PBV under MTW.

Mixed Family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly Adjusted Income: One-twelfth of adjusted income.

Monthly Income: One-twelfth of annual income.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family - Means a family whose head (including co-head), spouse, or sole member is a near-elderly person. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more live-in aides.

Near-elderly person - Means a person who is at least 50 years of age but below the age of 62.

Net Family Assets: Net cash value after deducting reasonable costs that would be incurred in disposing of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs.

1. Any income distributed from a trust fund shall be counted when determining annual income.

2. In determining net family assets, the housing authority shall include the value of any asset disposed of by an applicant or tenant for less than fair market value (including a disposition of trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

3. Actual income from assets is always included in a family's annual income.

4. Under MTW, LHA will accept self-certification by a family if its total assets do not exceed $50,000.

Items excluded from Net Family Assets:

1. Necessary personal property (excluding bank accounts, financial investments, or luxury items).
2. Non-necessary items of personal property with a combined total value less than or equal to $50,000 (adjusted annually for inflation).
3. An IRS-recognized retirement account (e.g., IRA, 401(k), 403(b)). Although the value is excluded from assets, the distribution of periodic payments from the retirement account is considered income ~~once it~~once it is received.
4. The value of real property that the family doesn't have the legal authority to sell
5. Amounts recovered in a civil action or settlement based on a breach of duty for a family member that resulted in a family member being a person with a disability.
6. A Coverdell education savings account or qualified tuition savings account
7. Equity in property under the Homeownership Option where the family receives assistance.
8. Family Self-Sufficiency accounts while held by LHA.
9. Family tax refunds or tax credits for twelve (12) months after receipt
10. Assets held in an irrevocable trust or assets held in a revocable trust that the family does not have the authority to sell:

    a. For a revocable trust under the control of the family, the actual income earned is included in the family's annual income. If the value of the trust is considered in the family's net assets, then distributions are not considered income to the family.

    b. For an irrevocable trust or a revocable trust that is not under the control of the family, the actual income earned is excluded from the family's annual income if it is not distributed. If the value of the trust is not considered in the family's net assets, then all distributions from the trust's principal are excluded from income, and distributions of the income earned by the trust are included as income (unless the distribution is used to pay for the medical expenses of a minor).

Noncitizen. A person who is neither a citizen nor national of the United States.

Other Person Under the Tenant's Control: A person, although not staying as a guest, was at the time of the activity in question on the premises because of an invitation from the tenant or other member of the household.

Perpetrator: A person who commits an act of domestic violence, dating violence, or stalking against a victim.

Public Housing: Units owned by LHA that were~~are~~ formerly part of the federal Public Housing program and received subsidies through contracts with HUD. ~~These are 200 specific units and include the following developments: Turnkey (Hall, Pederson, Hansen, Larson), P30, A12, F39.~~

Project-Based Voucher (PBV): A component of a Public Housing Agency's (PHA) Housing Choice Voucher program authorized under Section 8(o)(13) of the United States Housing Act of 1937 (42 U.S.C. 1437f(o)(13)) and 24 CFR Part 983. Unlike tenant-based vouchers, PBV assistance is attached to a specific housing unit or property. The monthly subsidy payment is paid directly to the owner on behalf of an eligible family residing in the designated unit; if the family moves, the assistance remains with the unit.

Public Housing Agency (PHA): Any State, County, municipality, or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage-in or assist in the development or operation of housing for lower income families.

Reduced Rent Units: Apartment units developed at the Summer Hill II development with LHA-based funding. These are treated similarly to Tax Credit units but are not subject to the Tax Credit regulatory requirements.

Seasonal Worker. A family member who is: 1) hired into a short-term position (employment period for the position is six (6) months or less) and 2) the employment begins at about the same time of year.

Section 8: A form of tenant-based housing assistance authorized under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) and administered through the Housing Choice Voucher (HCV) Program. The voucher allows an eligible low-income family to select and lease suitable housing in the private market, with LHA providing a direct monthly subsidy payment to the property owner on behalf of the family.

Sexual Assault: Any non-consensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Single Person: A person living alone or intending to live alone and who does not qualify as an elderly, disabled, or displaced person, or the remaining member of a tenant family.

Spouse: The husband or wife or partner of the head of the household.

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

a. fear for the persons individual safety or the safety of others; or
b. suffer substantial emotional distress.

Subsidized Units. Units owned by LHA that receive rental subsidies. These include HUD-subsidized units and units directly subsidized by LHA.

Tax Credit Units. Units developed under the ~~Low Income~~Low-Income Housing Tax Credit Program, a federal affordable housing program administered by the Internal Revenue Service, and monitored by the Nebraska Investment Finance Authority (NIFA). Investors get tax benefits for providing units to persons who are below specific income limits. These include ~~Crossroads House,~~ Wood Bridge, Summer Hill I, Prairie Crossing, Emerald View, and Sunny Ridge.

Tenant Rent: The amount payable monthly by the family as rent to LHA in a HUD-subsidized property. Where all utilities (except telephone) and other essential housing services are supplied by LHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) are not supplied by LHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. For ~~Public Housing~~PBV units, see also Section VII.

Total Tenant Payment: The total monthly amount for rent and utilities that a tenant will pay in a HUD-subsidized property. For Burke Plaza and New 32 tenants, the Total Tenant Payment is calculated in accordance with Federal Regulations. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges. For ~~Public Housing~~PBV ~~Units~~units, Total Tenant Payment is calculated as discussed in Section VII of this policy.

Utilities: Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Utilities do not include telephone or cable television service. See Utility Allowance.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the family occupying a HUD-subsidized unit, an amount equal to the estimate made or approved by LHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. For ~~Public Housing~~PBV units no Utility Reimbursement will be provided.

Very Low-Income Family: A lower income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Victim: Is a person who is the victim of domestic violence, dating violence, sexual assault or stalking under The Violence Against Women Act (VAWA).

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local governments.

ATTACHMENT ONE

~~Public Housing~~Family Housing ~~Ceiling~~ Rents

Effective ~~January 9, 2026 (Move-Ins); April 1, 2026 (Annual Reviews)~~

~~AMP 2 & 3: Turnkey, P30, A12~~

Unit Type	Approved Rent
2 BR	$967~~1,141~~
3 BR	$1,328~~1,587~~
4 BR	$1,419~~1,712~~
5 BR	$1,641~~1,969~~

~~F39:~~ (Now included with Arnold Heights)

~~Unit~~	~~# BR~~	~~Address~~	~~Approved Ceiling Rent~~	~~Unit~~	~~# BR~~	~~Address~~	~~Approved Ceiling Rent~~
~~2001~~	~~4~~	~~4027 NW 54TH~~	~~$1,043~~	~~2021~~	~~3~~	~~5333 W. WILKINS~~	~~$969~~
~~2002~~	~~3~~	~~5206 W ZEAMER~~	~~$939~~	~~2022~~	~~2~~	~~5430 W. ZEAMER~~	~~$794~~
~~2003~~	~~3~~	~~5212 W ZEAMER~~	~~$939~~	~~2023~~	~~3~~	~~5457 W. ZEAMER~~	~~$939~~
~~2004~~	~~2~~	~~5106 W MATHIS~~	~~$794~~	~~2024~~	~~3~~	~~4030 NW 49TH~~	~~$969~~
~~2005~~	~~2~~	~~4912 W. BENTON~~	~~$794~~	~~2025~~	~~3~~	~~4201 NW 49TH~~	~~$969~~
~~2006~~	~~4~~	~~5030 W. ELBA~~	~~$1,033~~	~~2026~~	~~2~~	~~4400 NW 49TH~~	~~$824~~
~~2007~~	~~2~~	~~5027 W. KINGSLEY~~	~~$794~~	~~2027~~	~~2~~	~~4406 NW 49TH~~	~~$824~~
~~2008~~	~~3~~	~~5000 W. MCGUIRE~~	~~$969~~	~~2028~~	~~3~~	~~4224 NW 50TH~~	~~$969~~
~~2009~~	~~3~~	~~5007 W. METZGER~~	~~$969~~	~~2029~~	~~2~~	~~3010 NW 52ND~~	~~$794~~
~~2010~~	~~3~~	~~5101 W METZGER~~	~~$969~~	~~2030~~	~~4~~	~~3721 NW 53RD~~	~~$1,043~~
~~2011~~	~~4~~	~~5106 W METZGER~~	~~$1,033~~	~~2031~~	~~4~~	~~5321 W VANCE~~	~~$1,133~~
~~2012~~	~~3~~	~~3521 NW MICHAEL~~	~~$969~~	~~2032~~	~~3~~	~~3827 NW 51ST~~	~~$969~~
~~2013~~	~~3~~	~~5001 W SUPERIOR~~	~~$969~~	~~2033~~	~~3~~	~~5001 W VOSLER~~	~~$939~~
~~2014~~	~~4~~	~~5101 W SUPERIOR~~	~~$1,033~~	~~2034~~	~~3~~	~~3607 NW 52ND~~	~~$969~~
~~2015~~	~~3~~	~~5121 W SUPERIOR~~	~~$969~~	~~2035~~	~~2~~	~~3110 NW 49TH~~	~~$824~~
~~2016~~	~~4~~	~~5001 W VALE~~	~~$1,033~~	~~2036~~	~~3~~	~~5301 W LUKE~~	~~$969~~
~~2017~~	~~4~~	~~5007 W VALE~~	~~$1,033~~	~~2037~~	~~3~~	~~5307 W LUKE~~	~~$969~~
~~2018~~	~~3~~	~~5200 W VANCE~~	~~$969~~	~~2038~~	~~2~~	~~5310 W ZEAMER~~	~~$824~~
~~2019~~	~~2~~	~~4915 W VOSLER~~	~~$794~~	~~2039~~	~~3~~	~~5011 W ZEAMER~~	~~$969~~
~~2020~~	~~3~~	~~5227 W WILKENS~~	~~$969~~				

ATTACHMENT TWO
Conventional Unit Rent Schedules

Effective January 15, 2027 (Move-Ins); June 1, 2027 (Annual Reviews)~~January 9, 2026 (Move-Ins); June 1, 2026 (Annual Reviews)~~

Arnold Heights:

Unit Type	Approved Rent
2 BR Duplex w/o Basement	$570
2 BR Duplex w/ Basement	$600
2 BR Duplex w/ Garage	$590
2 BR Duplex – Large Accessible	$660
3 BR Duplex w/o Basement	$680
3 BR Duplex w/ Garage	$700
3 BR Duplex w/ Basement	$710
4 BR Duplex – 2 Story	$750
4 BR Duplex – Split Level	$740
3 BR Single Family w/o Basement	$710
3 BR Single Family w/ Basement	$780
4 BR Single Family	$840
4 BR Duplex – 2 Story w/ Garage~~*~~	$770
***New unit type here for 2 BR Single w/o Basement*	

~~**Previously included with 4 BR Duplex – 2 Story*~~

Northwood Terrace:

Unit Type	Approved Rent
1 BR	$500~~490~~
1 BR (2265 Y #11)	$530~~520~~
2 BR	$570~~550~~
3 BR	$650~~620~~

Heritage Square:

Unit Type	Approved Rent
0 BR	$430~~420~~
1 BR	$500~~490~~
2 BR	$570~~550~~
3 BR	$650~~620~~

Lynn Creek:

Unit Type	Approved Rent
2 BR	$660~~640~~

ATTACHMENT THREE
Crossroads House Rent Schedule

Effective July 1, ~~2026~~2027

Unit Type	Approved Rent
1 BR	$850~~800~~(curr $830)

ATTACHMENT FOUR
Mahoney Manor Rent Schedule

Effective October 1, 2026~~2025~~

Unit Type	Approved Rent
0 BR	$728~~694~~
1 BR	$816~~778~~
2 BR	$11,069~~,019~~

ATTACHMENT FIVE
Wood Bridge Rent Schedule

Effective January 15, 2027 (Move-Ins); June 1, 2027 (Annual Reviews)~~January 9, 2026 (Move-Ins); June 1, 2026 (Annual Reviews)~~

Unit Type	Approved Tax Credit Rent	Approved Market Rent
2 BR 1 BA Apartment ~~(1st Floor)~~	$650~~630~~	$800~~780~~
~~2 BR 1 BA Apartment (2nd Floor)~~	~~$630~~	~~$780~~
2 BR 2 BA ~~(1st Floor)~~	$680~~660~~	$830~~810~~
~~2 BR 2 BA (2nd Floor)~~	~~$660~~	~~$810~~
3 BR Townhome	$780~~750~~	$990~~960~~

ATTACHMENT SIX
Summer Hill Rent Schedule

Effective January 15, 2027 (Move-Ins); June 1, 2027 (Annual Reviews)~~January 9, 2026 (Move-Ins); June 1, 2026 (Annual Reviews)~~

Unit Type	Approved Tax Credit Rent	Approved Market Rent
3 BR Townhome	$780~~750~~	$1,020~~990~~
~~3 BR Townhome (Azalea Pl. Units)~~	~~$750~~	~~$990~~
2 BR Apartment	$710~~690~~	$860~~840~~
3 BR Apartment	$790	$1,000~~970~~

ATTACHMENT SEVEN
Prairie Crossing Rent Schedule

Effective January 15, 2027 (Move-Ins); June 1, 2027 (Annual Reviews)~~January 9, 2026 (Move-Ins); June 1, 2026 (Annual Reviews)~~

Unit Type	Approved HOME Rent	Approved Tax Credit Rent	Approved Market Rent
1 BR Apartment	$580~~570~~	$580~~570~~	$720~~710~~
2 BR Apartment	$740~~720~~	$740~~720~~	$880~~860~~
3 BR Townhome		$900~~870~~	$1,050~~1,020~~

ATTACHMENT EIGHT
Sunny Ridge Townhomes Rent Schedule

Effective January 15, 2027 (Move-Ins); June 1, 2027 (Annual Reviews)~~January 9, 2026 (Move-Ins); June 1, 2026 (Annual Reviews)~~

Unit Type	Approved Rent
3 BR Townhome	$780~~750~~

ATTACHMENT NINE
Emerald View Apartments Rent Schedule

Effective January 15, 2027 (Move-Ins); June 1, 2027 (Annual Reviews)~~2025~~

Unit Type	Approved HOME & Tax Credit Rent	Approved Market Rent
1 BR Apartment	$675~~650~~	$950~~900~~
2 BR Apartment	$940~~900~~	$1,150~~1,100~~
3 BR Townhome	$~~1,100~~1,130	$1,330~~1,300~~
4 BR Townhome	$1,225~~1,200~~	$1,390~~1,350~~

HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

Effective April 1, 2026

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INTRODUCTION

A. **Mission Statement:** It is the mission of the Lincoln Housing Authority to provide affordable, safe, sanitary and decent housing to qualifying families currently undergoing financial stress in a manner which affords applicants and tenants dignity and minimal intrusion, within the limits of prudent fiscal management.

B. **Statement of Equal Access and Non-Discrimination:**

Lincoln Housing Authority shall not discriminate against any individual on the basis of age, race, color, national origin, religion, sex, sexual orientation, familial status or disability. The Section 8 housing programs are available to all eligible individuals without regard to actual or perceived sexual orientation, gender identity or marital status. We will treat each individual or family on his or her own merits.

An applicant or participant may file a complaint if LHA fails to comply with the statement of equal access to Section 8 housing programs. The complaint must be in writing to LHA within 30 days of the action or inaction by LHA. LHA staff will schedule an informal hearing on the issues within thirty (30) days of receipt of a written complaint. LHA will accept other forms of communication other than writing to accommodate a disability.

C. **Reasonable Accommodations:** If reasonable accommodations are requested, they will be implemented in a timely manner. Accommodations are not reasonable if they require fundamental alteration in the nature of the program or impose undue financial and administrative burden on a housing program.

LHA will make reasonable accommodation in rules, policies, practices, office procedures and services to allow a disabled person equal opportunity to use and enjoy a dwelling or program. An owner must permit, at the expense of a disabled person, reasonable modification of an existing premises occupied or to be occupied if the modifications allow the person full enjoyment of the premises. The owner may, where it is reasonable to do so, request the renter to make an agreement to restore the interior of the premises to the condition that existed before the modification prior to allowing any modifications.

An applicant or participant may file a complaint on LHA's failure to comply with Section 504. The complaint must be in writing to LHA within 30 days of the action or inaction by LHA. LHA staff will schedule an informal hearing on the issues within thirty (30) days of receipt of a written complaint. LHA will accept other forms of communication other than writing to accommodate a disability.

D. **Section 504 Equal Access Statement:** The Administrative Plan is kept at 5700 R Street, Lincoln, Nebraska, which is an accessible facility and route. The document may be examined Monday - Friday between the hours of 8:00 a.m. and 5:00 p.m. The document is also accessible at LHA's website, www.l-housing.com. A person should call (402) 434-5500 or call TDD (800) 545-1833 ex. 875 to make arrangements to examine the document. A printed copy of the entire document will be provided at the requestor's expense.

LHA will provide accommodations to assist with sensory or cognitive impairment to review this plan, notices or other required written communications upon request. Assistance may include

describing the plan or notice, reading the plan or notices, providing an audio tape or other forms of communication to accommodate the prescribed disability.

Assistance will be provided in a confidential manner and setting. The individual(s) with disability is responsible for providing his/her own transportation to and from the document location. All hearings and meetings required by the Administrative Plan will be conducted in an accessible location with appropriate assistance.

E. **Confidentiality Rights:** Applicants and participants will be informed of their rights under the Federal Privacy Act and Violence Against Women Act. LHA will comply with all requirements set in Federal Privacy Act and Violence Against Women Act. A written authorization is required for release of information unless disclosure is authorized under State and Federal law.

LHA will not release information without the individual's signed permission to release information. LHA will release only the information in accordance with the signed authorization to release information.

LHA will release information in the following circumstances:

- Release information to U.S. Housing and Urban Development (HUD) and the Immigrations and Naturalization Service regarding eligible immigration status for the purpose of establishing eligibility for financial assistance;
- Release information on amounts owed to LHA for claims paid by the client;
- Release information on amounts owed to LHA for prior overpayment of assistance;
- Inform prospective owners LHA has not screened the family's behavior suitability for tenancy, and such screening is the owner's responsibility. LHA will give the owner: 1) the family's current address as shown in LHA records; and 2) the name and address of the landlord at the family's current and prior address if known;
- At the time the family indicates they want to lease a dwelling unit, LHA may offer the owner other information in LHA's possession about the family including tenancy history or drug trafficking by family members (24 CFR 982.307 (b)(2). If requested by the victims defined under the Violence Against Women Act, LHA will not disclose this information;
- Information will be released in accordance with LHA Personnel Policy; and
- In extenuating circumstances, certain information will be released only by the authorization of the Executive Director or by court subpoena.

F. **Legal Jurisdiction:** The legal jurisdiction for the operation of the Section 8 program for the Lincoln Housing Authority is the city of Lincoln, Nebraska.

G. **Code of Conduct:** LHA will maintain compliance of all conflict of interest requirements as stated by the Housing Choice Voucher program at 24 CFR 982.161. The following LHA documents establish our codes of conduct for the Housing Choice Voucher Program.

- LHA Procurement Policy
- LHA Personnel Policy Manual
- LHA Guidelines for Providing Excellent Customer Service
- LHA Fraud Policy

SECTION I.
APPLICATION PROCEDURES
(982.202)

A. **Written Application:** Lincoln Housing Authority (LHA) requires persons interested in applying for Section 8 voucher assistance to fully complete, sign and submit a written application. Applications are available at the LHA office, will be mailed upon request and can apply online via LHA's website; www.l-housing.com. If LHA staff perceive a barrier is preventing someone from completing the application, LHA will request permission to assist the individual which may include contacting an appropriate agency or person to assist the applicant.

B. **Mail and Online Applications:** Any fully completed application received in the mail be dated with the time of receipt upon delivery to the LHA office. Any fully completed online application is date and time stamped according LHA's computer submission which will be printed on the applicant's online receipt at the time of submission.

C. **Eligibility:** At the time of application to admissions on the waiting list, LHA may perform preliminary eligibility screening. The decision to pre-screen applications on the waiting list will be based on the length of the waiting list. If the applicants "wait" time for selection of the waiting list is considered relatively short, pre-screening may be required to determine the applicant appears to meet eligibility requirements. A pre-screening may include:
   - Applicant meets income requirements according to the Federal regulations;
   - Criminal history check;
   - Social Security cards;
   - Citizenship or 214 documentation;
   - Compliance with LHA repayment requirements;
   - Compliance with the most recent, if one, HCV admissions eligibility process; and
   - Family Composition.

   Birth Certificates and Social Security cards will be requested at application but not required until admissions.

   Applicants will be advised placement on the waiting list, although this is no assurance of eligibility.

D. **Project-Based Applications:** In accordance with the Moving to Work agreement, each project-based site will be responsible to accept and maintain tenant applications for the project-based site according to the terms in their specific HAP contract agreement.

E. **Incomplete Applications:** All applications lacking the required information by the periods outlined by the LHA representative will be cancelled.

F. **Notification:** LHA will notify applicants if they are eligible to be placed on the waiting list. As the applicant approaches the top of the waiting list or prior to the applicant being offered a voucher, LHA will do a "complete" verification of eligibility to the program. All ineligible applicants will be given a prompt written notice on the decision to deny admission to the program. The notice will

include the reason for the decision and the right to request an informal review within ten (10) calendar days of the notification.

SECTION II
WAITING LIST
(24 CFR Subpart E)

A. **Description:** A single waiting list will be maintained for all eligible persons wishing to participate in the tenant-based voucher programs. For project-based assistance, a separate waiting list will be maintained by the site. Applicants will be advised of all available housing programs including all project-based and tenant-based voucher programs. An applicant can apply for Section 8 program as well as public housing, conventional and tax credit units, and remain on all lists after the applicant has received assistance or accepted a unit.

B. **Waiting List Eligibility Requirements:**

1. **Legal Capacity:** The applicant must be capable under the state law of entering into a legal contract. Applicants must be at least 18 years of age, legally emancipated or married to enter into a lease. If legal capacity requirement is not met, a denial letter will be sent stating they may reapply at age 18, or when legally emancipated or married.

2. **Application:** The family must complete an eligibility application. Applications are available at Lincoln Housing Authority (LHA) office, can be mailed upon request or completed online from the LHA website www.l-housing.com. Special arrangements to complete an application may be made with the LHA office for individuals with disabilities or language barriers. If it is apparent during the application process that a barrier exists and an advocate or interpreter could benefit the applicant, LHA will obtain appropriate services and may reschedule the interview. The delay will not affect the date and time of placement on the waiting list.

3. **Income:** Application will be reviewed to determine if they appear to meet income requirements of Federal regulation per 24 CFR 982.201.

4. **Social Security Number:** The applicant must provide a Social Security number for all household members who are U.S. citizens or have eligible immigration status.

   Exception for providing a Social Security number for a child under the age of 6 years old who is "added" to the applicant 's household:

   a. The applicant household may remain on the waiting list and continue with admissions into the voucher program without providing the "added" child's Social Security number and acceptable verification under the following circumstances.
      - The child who is being "added" to the applicant household was not listed on the original application; and
      - The request to add the child occurred within 6-months prior to the voucher issuance date; and
      - The child was age 5 or younger at the time of the request to add the child to the applicant household

   b. **The added child's (age 5 or younger) Social Security number must be provided 90 days after program admission, with another 90-day extension if merited.**

5. **Preference**: LHA will determine if applicant meets preference criteria (described in Preference Selection, Section III). If it is determined that the family does not qualify for a preference, the family will be placed on the waiting list in a non-preference status according to the date and time of original application. The family may reapply for preference status at any time. The family is responsible to report any changes in preference status in writing within 10 days of the change. LHA will accept other forms of communication other than writing to accommodate a disability. The applicant must still qualify for the preference on the date LHA selects the applicant from the waiting list.
6. **Vacate Owing:** The family is not eligible for the wait list if the family owes rent or other amounts to a PHA in connection to Section 8 or public housing assistance; has not reimbursed a 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; or breaches a repayment agreement with LHA. LHA, at its sole discretion, may waive this requirement for extenuating circumstances. See Termination/Denial Section XIX C (6) "Owes".
7. **Criminal History** Checks are completed prior to admissions to the program.

C. **Waiting List Placement:** Tenant-based applicants are placed on a single waiting list according to the date and time regardless of the bedroom size. When vacancies occur in the Section 8 Voucher program, applicants will be invited off the waiting list according to preference, date and time applied. A single non-elderly, non-disabled household will be selected after all other eligible applicants have been selected from the waiting list.

Waiting List Placement for Project-Based assistance: The owners of the contracted project-based sites will be responsible to maintain their own waiting list. Placement on the waiting list will be based on the project-based voucher agreement with LHA.

- Crossroad House Apartment project-based waiting list: For Crossroads House Apartments, eligible applicants will be placed on their site-based waiting list according to the date and time of the application. When a vacancy occurs for a project-based unit, the applicants will be selected according to preference status and the date and time of application.
- Mahoney Manor RAD project-based waiting list: For Mahoney Manor, eligible applicants will be placed on their site-based waiting list according to the date and time of the application. When a vacancy occurs for a project-based unit, the applicants will be selected according to preference status and the date and time of application.
- Family Housing (PBV) Waiting List: For Family Husing, eligible applicants will be placed on the site-based waiting list according to the date and time of the application. When a vacancy occurs at a Family Housing unit, eligible applicants will be selected according to the date and time of their application and preference status.

Outreach for Mainstream vouchers: If there is ever an insufficient pool of disabled families on the HCV waiting list, LHA will conduct outreach to encourage eligible persons to apply for this special allocation of vouchers.

D. **Applicant Selection:** Within the preference category, applicants will be selected in order of the application date and time. Single applicants who are elderly or disabled single persons will be assisted before other single persons.

1. **Family Unification Program (FUP) Vouchers:** For FUP Vouchers, any vouchers designated for families and youth who are referred and certified by a Public Child Welfare Agency known as Nebraska Health and Humans Services (NDHSS) or designated contract, as eligible for FUP assistance will be selected from a separate waiting list specifically for FUP families and youth based on time and date of the application and served on a first-come, first serve basis. Waiting List selections is specifically described in the Family Unification Program Section of this Administrative Plan.
2. **Mainstream Vouchers:** For Mainstream Vouchers, 147 vouchers are designated for disabled households that have at least one member between the ages of 18-61 at time of application that are disabled as defined under 42 U.S.C. 423, HUD regulations, or 42 U.S.C. 6001.
3. **Project Based Vouchers (PBV):** The owners of the project-based sites will be responsible to maintain their own waiting list. Selections from their waiting list will be based on the PBV agreement with LHA.
   1. Crossroad House Apartment (PBV) Waiting List
      Eligible applicants, age 55 or older, will be placed on the site-based waiting list according to the date and time of the application. When a vacancy occurs at the Crossroad House Apartments, eligible applicants will be selected according to the date and time of their application and preference status.
   2. Mahoney Manor (RAD/PBV) Waiting List
      Eligible applicants, age 50 or older, will be placed on the site-based waiting list according to the date and time of the application. When a vacancy occurs at Mahoney Manor, eligible applicants will be selected according to the date and time of their application and preference status.
   3. Family Housing (PBV) Waiting List
      Eligible applicants will be placed on the site-based waiting list according to the date and time of the application. When a vacancy occurs at a Family Housing unit, eligible applicants will be selected according to the date and time of their application and preference status.
4. **Rental Assistance for Non-Elderly Persons with Disabilities Program (RANEDP):** For RANEDP Vouchers, vouchers will be designated for disabled households whose head of the household or spouse is disabled as defined in the definition section of this Administrative Plan and age 61 years or younger. LHA will maintain only one voucher waiting list, when a RANEDP voucher is available for utilization. Only households who meet this definition of non-elderly disabled households are eligible to be selected from the HCV waiting list based on LHA established preferences, date, and time of the application.
5. **Veterans Affairs Supportive Housing (VASH) vouchers:** In accordance with FR-5213-N-01, the waiting list for VASH vouchers is maintained by the Veterans Affairs Medical Center (VAMC) and referrals for the VASH voucher utilization will come from the VAMC.
6. **Foster Youth to Independence (FYI) Vouchers**: FYI vouchers are Housing Choice Vouchers targeted to specific households referred and certified eligible for the program by the Public Child Welfare Agency known as Nebraska Department of Health and Humans Services. Once LHA has targeted vouchers for FYI, LHA will add households not on the HCV waiting list following referral by DHHS.

E. **Cancellations:**
   1. Requests to cancel an application are required in writing (this does not include an applicant who accepted a project-based voucher). LHA will accept other forms of communication other than writing to accommodate a disability.

2. All applications not meeting eligibility requirements within the established time frame will be canceled.
3. Applicants who are contacted regarding Section 8 funding and or/updates to their application or eligibility and fail to respond, will be canceled, and removed from the waiting list.
   a. LHA does not accept responsibility for mail loss or delays.
   b. If the applicant did not notify LHA in writing of a change in address as required, LHA will not be responsible for the applicant's failure to receive the request.
   c. LHA will include deadline dates in all letters requesting information or responses.
   d. If a letter is returned by the United States Postal Service with a forwarding address LHA will re-send the letter.
4. Reinstatement due to extenuating circumstances will be at the discretion of the Housing Supervisor or Manager.
5. If an applicant with a disability fails to comply with a requirement within the required time frame for a reason verified to the applicant's disability, the applicant will be reinstated.

F. **Purging:** The waiting list will be purged approximately once a year to eliminate any inactive applications and reduce unnecessary administrative burden.

G. **Closing of Waiting List:** The closing of the waiting list will be announced by public notice in a newspaper. Public notice will be made when application intake is resumed in accordance with 24 CFR 982.206. Should there be insufficient applications for the Mainstream Vouchers during a closed waiting list, the waiting list will be reopened until it reaches sufficient number of applications for the Mainstream Voucher program.

Section III.
Preferences for Selection
(982.207)

The Lincoln Housing Authority (LHA) will use preferences for the tenant-based vouchers. The project-based voucher preferences may differ from the tenant-based vouchers and are described in the Project-Based Section of this plan.

A. **Tenant Based Voucher Program Preference Policy Overview:** LHA will operate a weighted preference system using assigned points to determine the waiting list selection order.
   1. LHA gives the highest priority during tenant-based voucher selection to applicants who are currently eligible for a priority preference.
      a. When the head or household qualifies for a priority preference Section III. B then a weight of (10) points is assigned.
      b. When the head of household or co-head qualify for one or more of the primary preferences under III.B then a weight of two (2) points is assigned.
      c. If the head of household or co-head qualifies for the secondary preference, Nebraska RentWise certification, then the weight of one (1) point will be assigned.
      d. Applicants with a priority preference, primary preference and secondary preference are assigned a maximum total of three (13) preference points.
   2. LHA gives a higher priority during tenant-based voucher selection to applicants who are currently eligible for one or more primary or secondary preferences.
      a. When the head of household or co-head qualify for one or more of the primary preferences under III.B then a weight of two (2) points is assigned.
      b. If the head of household or co-head qualifies for the secondary preference, Nebraska RentWise certification, then the weight of one (1) point will be assigned.
      c. Applicants with a primary preference and secondary preference are assigned a maximum total of three (3) preference points.
   3. Based on this weighted point system applicants with a priority preference will always be served prior to any other applicants and those households that are a family, elderly or disabled with a primary preference will always be served before applicant family, elderly or disabled households with only a secondary preference.
      a. The applicant with the highest number of points is selected from the waiting list in accordance with the date and time of the application.
      b. The most points an applicant can receive is 18 points (10 points if the applicant meets the criteria for a priority preference, 2 points if applicant meets the criteria for a primary preference, 1 point for RentWise certification and 5 points if the household is a family, elderly, disabled.
   4. **Families, elderly, disabled, are given an extra 5 points as they are selected from the waiting list before any other single, non-disabled or non-elderly regardless of preference status**
   5. The head of household or co-head will be permitted to use a priority or primary preference for the waiting list one-time within a ~~five~~three-year period from their last housing assistance termination date. There is an exception to the ~~5~~ 3 years for the Chronically Homeless priority preference as that preference may be used again after a lapse of 2 years rather than ~~5~~ 3 years.

B. **Priority preferences** are as listed below in random order with no hierarchic system:
   1. **Foster Youth to Independence:** Youth between the ages of 18-24 who have left or will be leaving the foster care system within 180 days (extended foster care such as Bridges 2 Independence, AKA b2i, are not eligible for this preference) and who are homeless or at risk for becoming homeless. They are only eligible for this preference if LHA is provided with the required written certification for preference eligibility directly from the Nebraska Department of Health and Human Services.
   2. Chronically **Homeless**: A preference for 24 Housing Choice Vouchers targeted to chronically homeless households referred by the Lincoln Homeless Coalition All Doors Lead Home Coordinated Entry System, and certified by same, to meet the HUD definition of chronically homeless. This preference is in effect once a Memorandum of Understanding is executed between LHA and the Coordinated Entry System entity. The preference applies to all household compositions referred by the Coordinated Entry System, it is not limited to elderly, family or disabled households. To be eligible for the preference the household must also receive case management from a Coordinated Entry Public Access Point service agency.
   3. **Emergency Housing Vouchers**: Current EHV participants upon HUD's termination of the EHV program would receive a preference for a Housing Choice Voucher (HCV). Participants will be automatically placed on the Housing Choice Voucher (HCV) waiting list if allowed by HUD OR will need to submit individual application. The preference applies to all household compositions, it is not limited to elderly, family or disabled households.

C. **Primary preferences** are as listed below in random order with no hierarchic system:
   1. **Homeless:** Applicants terminated or evicted from a LHA program or unit will not be eligible for a homeless preference [Section 91.5]. A homeless family, as verified by a community agency, includes:
      a. A family that lacks a fixed, regular, and adequate night-time residence; and
      b. A family that has a primary night-time residence that is:
         - a supervised shelter designed to provide temporary living accommodations including welfare hotels, congregate shelters, state transitional housing programs, other transitional housing, and nursing facilities;
         - an institution providing a temporary residence for individuals intended to be institutionalized (does not include jail);
         - a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.
   2. **Disaster:** Displaced by fire (excluding tenant caused fires), flood or storm. Such displacement must be recent and continuing; the displacement must have occurred within the last three months of the requested preference. Verifiable by Red Cross or other government agency.
   3. **Domestic Violence:** Displaced by domestic violence – actual or threatened violence against one or more members of the applicant family by a current or former spouse or other intimate partner of the victim, by the person with whom the victim shares a child in common, or other by a person who is cohabitating with or has cohabitated with the victim as an intimate partner. Such applicants must have been forced to move because of domestic violence or lives with a person who engages in domestic violence. Such violence must be recent or continuing and the displacement must have occurred within the last three months of the requested preference. Applicants who have been approved within the last three months for a VAWA-based emergency transfer by another VAWA cover housing provider qualify for this preference. Applicants displaced by domestic violence must certify

that the person who engaged in such violence will not reside with the applicant family unless LHA has given advance written approval. If the family is admitted, LHA may deny or terminate assistance to the family for breach of this certification. An active protection order would be an acceptable form of verification.

4. **Public Housing Over-Housed:** A Public Housing Over-Housed eligible household includes:
   a. MTW Households in a Public Housing Unit that have a family size change; and
   b. No longer qualify in accordance with the ACOP Occupancy Standards for the size of unit in which they reside; and
   c. LHA does not operate the size of Public Housing unit for which the family qualifies.

D. **Secondary preference**

RentWise: The applicant's head of the household or co-head must have completed the Nebraska RentWise educational series. A copy of the RentWise Certificate of Completion is an acceptable form of verification. Once the applicant (head of household or co-head) is admitted to the voucher program using this preference, they are not eligible to use this preference for future re-admissions to the program.

E. **Verifications:** The family, or agency as noted under the Preference section, must provide proper verification they are eligible for a preference at the time of application or any time while on the waiting list.

1. Verification of the preference is required at the time of application and at the time the household is pulled from the waiting list.
2. If it is determined the family did not qualify for a preference at the time of the waiting list selection, the family will be placed on the waiting list in a non-preference status according to the date and time of the original application.
3. The family may reapply for preference status at any time.
4. Acceptable sources of verification for all preferences include government agencies, law enforcement, public or private shelters, clergy, or social service agencies.
5. Time frames: Any verification is valid for thirty (30) calendar days after receipt by LHA, provided no change in circumstances removed the existing preference as noted below under III.E. If the applicant is not selected from the waitlist within thirty (30) calendar days, the preference must be reverified at the time the family is selected from the waiting list.

F. **Changes**: Any change in family preference status must be reported by the family in writing within ten (10) calendar days of the change. LHA will accept other forms of communication other than writing to accommodate a disability.

G. **Three-year Preference Limitation:** Any head of household or co-head, who was previously admitted to the voucher program administered by Lincoln Housing Authority and utilized any preference may only be granted a waiting list preference if three (3) years have lapsed since the end of their participation with the Housing Choice Voucher program. There is an exception to the 3 years for the Chronically Homeless preference as that preference may be used again after a lapse of 2 years rather than 3 years. A RentWise secondary preference is handled differently, please see Section III. C.

Section IV.
ELIGIBILITY FOR ADMISSION
(24 CFR Subpart E)

LHA will only admit an eligible family to the program. To be eligible, the applicant must be a "family", income eligible, have legal capacity, be a citizen or a non-citizen who has eligible immigration status, pass criminal history checks and either owes no money to any PHA or meets repayment and vacate owing requirements. (982.201).

A. **Family Composition:** A family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status.
   1. Two or more people who share residency with their income and resources available to meet the family's needs. They must provide evidence of a stable family relationship. Evidence may include any of the following:
      a. birth certificate of child(ren)
      b. joint tax return
      c. prior lease (held jointly)
      d. insurance policies (with other party as beneficiary)
      e. prior joint credit history
      f. documentation as determined by LHA.
   2. Pregnant woman with no other children. Once the pregnant woman is admitted, she will be considered the remaining family member of the tenant if the pregnancy is terminated, miscarried or parental rights are terminated.
   3. Elderly person who is sixty-two (62) years or older.
   4. Disabled person as defined by HUD.
   5. Temporary absences-Temporary Absences may include children in Foster Care, Spouse gone for less than six-month, Student, Joint Custody and in the Military. Refer to Section VII E. "Income, Deductions and Total Tenant Payment "and "Temporary Absence" for specific definitions.
   6. Familial Status: One or more individuals under the age of 18 being domiciled with a parent or another person having legal custody of an individual(s), or the designee of such parent or other person with such custody has written permission from such parent or other person.
   7. Any other single person.

B. **Legal Capacity:** The Head of the Household must be capable under state law of entering into a contract, at least 18 years of age, legally emancipated in the State of Nebraska, or married.

C. Income Limits: Annual income must not exceed income limits established by the U.S. Department of Housing and Urban Development (HUD) (50% median income by household size). Income limits for the VASH program are 80% of median income by household size. If the applicant reports an income change after admission to the waiting list which may result in income ineligibility, they may be maintained on the waiting list at maximum income limit allowable (982.201(b).

D. Citizenship/Immigration Status: Every family member who receives assistance must be either a citizen of the United States or non-citizen who has eligible immigration status in accordance to 24 CFR part 5. Assistance will be pro-rated to any eligible mixed family who requests assistance (Subpart E 5.500).

1. Notification: All applicants will be notified of the requirement to provide verification of their citizenship status. The notification shall be in the language understood by the applicant when feasible.
2. Verification Requirements: A signed declaration of Section 214 status and the following unexpired verifications must be provided within ten (10) calendar days of request date for all household members, except non-contending members:
    a. Birth certificate, US passport or naturalization papers; or
    b. USCIS card or other USCIS documentation or USCIS acceptable documentation; or
    c. Government document verifying proof of age for a non-citizen claiming eligible immigration status who is at least 62 years of age; and
    d. S.A.V.E verification for noncitizens claiming eligible immigration status and under 62 years of age; and
    e. Signed verification consent form for noncitizens claiming eligible immigration status and under 62 years of age.

    Note: An extension for the time to provide requested verifications may be extended upon supervisory approval and will be granted when delays are caused by USCIS.

E. **Criminal History Checks:** All adult household members (18 years or older) must pass a criminal history check no more than ninety (90) days prior to notification of admission. See Section XIX on Terminations/Denials.

Veterans Assistance Supportive Housing (VASH) vouchers: LHA will only verify the applicant is not subject to a lifetime registration requirement under any state sex offender registration program. Criminal History disqualifications are not considered under the VASH program.

F. **Repayment/Vacate Owing Requirements:** LHA will check the "vacate owing" lists for LHA and other PHAs. Applicant/Participant must be in compliance with LHA repayment agreement requirements. All other PHA and/or HUD funded Housing Assistance Programs must have all debt repaid prior to placement on the waiting list. See Termination/Denial Section XIX C (6) "Owes".

G. **Verifications:** All information verifying the applicant is eligible must be provided within ninety (90) calendar days prior to LHA issuance of a voucher to the applicant.

Criminal history checks must be completed no more than ninety (90) days prior to LHA issuance of a voucher.

H. **Application process:**
1. Applications will be taken on a continuous basis.
2. Applicants will be placed on a single waiting list according to the date and time applied regardless of bedroom size.
3. When vacancies occur in the Section 8 Voucher program, applicants will be invited off the waiting list according to preference, and the date and time applied. For tenant-based vouchers, a single non-disabled and non-elderly family will be selected after all other eligible applicants have been selected from the waiting list, with the exception of the FYI preference as noted under Section III.A.3. LHA will maintain only one voucher waiting list. When a Mainstream voucher is available only disabled households that meet program eligibility requirements will be selected from the HCV waiting list based on established preferences, and the date and time of application.

4. Mail-in applications will be dated with the time the application is delivered to the LHA office. Online applications are date and time stamped based on electronic submission.
5. Placement on the waiting list is not an assurance of eligibility.
6. LHA cannot determine an estimated waiting period time as several factors influencing the waiting period are beyond LHA's control (i.e. verifications, turnover, funding, etc.).

Note: Refer to the FYI, VASH and Project-Based voucher sections of the Administrative Plan for process, procedures and policy for this special program.

I. **Ineligible Applicants:**

1. **Notification in writing:** All applicants will be given a prompt written notice on the decision to deny admission to the program. The notice will include the reason for the decision and the right to request an informal review within ten (10) calendar days of the notification.
2. **Fraud:** Applicants providing false information to qualify for housing assistance or a preference will be canceled and may not access the waiting list for three (3) years.
3. **Failure to promptly report changes**: An applicant who fails to notify LHA of any change to the mailing address or to respond to correspondence within a specified time period will be removed from the waiting list by canceling the application. Once the application is canceled, the family must reapply for admission. See Section VI on Voucher Issuance for further information.
4. **Social Security number and verification:** Prior to admissions to the voucher program, a copy of a Social Security card or other acceptable verification must be provided for all eligible household members, regardless of age, within ninety (90) calendar days of request.

   LHA may grant an additional 90-day period, if there are unforeseen circumstances beyond the family's control that prevents the family from complying with the SSN requirements. If an applicant fails to provide acceptable proof of any eligible household member's social security number within the required time allowed, the applicant will be denied admission to participate in the program and removed from the waiting list. Other acceptable verifications in lieu of a Social Security card are outlined in the Verification section of this plan.

   Social Security number and verification exception: 90-day Extension Period for an added child age 5 or under: If an applicant family requests to add a child age 5 or under within six (6) months prior to the voucher issuance date, the family will not be required to provide the Social Security number with acceptable verification prior to admissions.

   The following must occur for the Social Security number and verification requirement to be extended beyond the voucher program admission date.

   - The child who is being "added" to the applicant household was not listed on the original application; and
   - The family's request to add the child to the application occurred within 6-months prior to the voucher issuance date; and
   - The child must be age 5 or younger at the time of the family requested to add the child to the applicant household.
   - If the applicant household is granted this 90-day extension period, the participant household must provide the added child's Social Security number and acceptable verification to LHA within 90 calendar days of admission to the voucher program (HAP contract start date).

An additional 90-day extension period will be granted if LHA determines the participant cannot provide the Social Security number and/or verification within 90-days of the voucher program admission due to circumstances that could not be reasonably foreseen and were outside the applicant/participants control.

5. **Students:** According to 24 CFR 5.612, no assistance shall be provided under section 8 of the 1937 Act to any individual who:
   a. Is enrolled as a student at an institution of higher education; and
   b. Is under 24 years of age.

J. **Eligible Students**:
   1. If an individual is enrolled as a student at an institution of higher education and is under 24 years of age, according to 24 CFR 5.612, assistance shall be provided under section 8 of the 1937 Act if the individual is also:
      a. a veteran of the United States military; or
      b. Is married; or
      c. Has a dependent child; or
      d. Is a disabled person who was receiving Section 8 assistance as of November 30, 2005; or
      e. Is otherwise individually eligible and has parents who, individually or jointly are eligible on the basis of income to receive assistance under Section 8, unless the student can demonstrate independence from the parents as defined by the U.S. Department of Education.
   2. The U.S. Department of Education's definition of "independent student" is a student who meets one or more of the following criteria.
      a. Is at least 24 years old by December 31 of the award year; or
      b. Is a graduate or professional student; or
      c. Is a veteran of the United States military or currently serving on active duty in the Armed Forces other than training.; or
      d. Has legal dependents other than a spouse (example dependent children or elderly dependent parent; or
      e. Is married; or
      f. Is a student for whom a financial aid administrator makes a documented determination of independence by reason of unusual circumstances; or
      g. Is a student who is considered a "vulnerable youth" and LHA can verify the student qualifies under one of the following categories:
         - Is in a legal guardianship or was in legal guardianship prior to reaching the age of majority as determined by a court of competent jurisdiction in the individual's State of legal residence; or
         - Is an emancipated minor or was an emancipated minor prior to reaching the age of majority; or
         - Is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court anytime when the child was 13 years or age or older; or
         - Is a declared an unaccompanied youth who is a homeless child, or youth (as defined under Section 725 of the McKinney-Vento Homeless Assistance Act) or as unaccompanied, at risk of homelessness and self-supporting by
            - a local education agency homeless liaison designated pursuant to section 722 of the McKinney-Vento Homeless Assistance Act; or

- the director or designee of a program funded under the Runaway and Homeless Youth Act; or
- the director or designee of a program funded under subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act which are typically emergency shelter grants; or
- a financial aid administrator.

3. Verification Requirements to prove a Student's Independence
   (When a student IS NOT considered a vulnerable youth)
   When a student under the age of 24 declares to be independent of their parents by qualifying *only* under categories listed in IV.2.a through f then LHA will obtain verification of the student's independence by following HUD's Student Independence Verification requirements.
   1. Reviewing and verifying the previous address information to determine if there is evidence of a separate household from the parents, or verifying the student meets the U.S. Department of Education's definition of a "independent student";
   2. Reviewing the student's prior year income tax return to verify the student is independent (not claimed as a dependent on another household's tax return), or verifying the student meets the U.S. Department of Education's definition of a "independent student"; and
   3. Verifying if any income is provided by a parent by requiring a written certification from the individual providing or not providing support. Note: any financial assistance provided by persons not living in the unit is considered annual income.
4. Waiver of Verification Requirements to prove a Student's Independence
   (When a student IS considered a vulnerable youth
   If the student qualifies as a vulnerable youth, then the above verification requirements are waived. The only verification required is to prove the student qualified as a vulnerable youth.

SECTION V
SUBSIDY STANDARDS
(24 CFR 982.402)

A. **Overview:** When issuing a tenant-based voucher the following standards will be used to determine the number of bedrooms needed for families of different sizes and compositions. The project-based subsidy standards are the same as the tenant-based voucher program except there are no zero bedroom subsidy standards for project-based vouchers.

B. **Voucher Size:** Families will be issued a voucher based on the smallest size appropriate to their needs with the following limitations:

Voucher Size	Minimum Persons	Maximum Persons	
0 Bedroom	1	1	For tenant based only: single non-disabled or non-elderly
1 Bedroom	1	2	For project-based or tenant-based vouchers
2 Bedroom	2	4	
3 Bedroom	3	6	
4 Bedroom	6	8	
5 Bedroom	8	10	
6 Bedroom	10	12	

These standards are developed in accordance with the Federal regulations which state there must be at least one bedroom or living/sleeping room of appropriate size for each two-person family.

C. **Bedroom Definition:**

To qualify as a bedroom, the room must have a proper egress window, an overhead light and one (1) outlet, or no overhead light and two (2) outlets. This must be documented on the inspection form.

D. **Determining Family Unit:**

1. One Bedroom per two adults and one bedroom per two children regardless of age, relationship, or gender. Adult is considered anyone 18 years or older. Child is a person under the age of 18.
2. Foster children will be counted as a person for occupancy.
3. Expectant mothers must provide pregnancy statement, medical verification with expected due date, for the unborn child to be considered a member of the family for the purpose of determining voucher bedroom size.
4. Students who live out-of-town but return home for at least three (3) months per year will be allowed a bedroom assignment.
5. If the family has verified custody arrangements of at least 50%, then they can be allowed a bedroom assignment for any child that:
    a. isn't already receiving housing subsidy in any other household;
    b. and doesn't have the right to claim subsidy assigned to another party via court order.
6. Remaining member age 18 or over, if otherwise eligible, will retain a voucher when all other family members have been removed from the lease and do not wish to transfer the voucher. Voucher size will be redetermined. See Section VI Voucher Issuance.

E. **Exceptions from these standards** may be allowed for the following:

1. **Disability:** A family may be offered a larger voucher as a reasonable accommodation to a verifiable disability. A statement from a qualified medical practitioner must be provided at reexaminations, or household composition changes if a change in household size impacts the voucher's size, to verify the individuals who have a separate bedroom, unless the medical verification form confirmed the disability related need for the extra bedroom will exist indefinitely.
2. **Live-in aide:** If an elderly or disabled family requires a live-in aide as defined under 24 CFR 5.403, then the appropriate bedroom size will be allowed to include a live-in aide .
    - A live-in aide is considered "essential" if there is a verified medical need (if not obvious then confirmed by a medical provider) that a live-in aide is necessary to provide daily supportive services and supported by a qualified medical practitioner statement that the person requiring the assistance would be unable to live in the home without the support of the live-in aide and that the live-in aide is qualified to provide the needed care.
        - This need must be verified at annual or biennial recertifications, and household composition changes if the extra bedroom need is eliminated due to a change in voucher size for a household change, by a qualified medical practitioner.
        - Occasional, intermittent, multiple or rotating care givers not medically needed to permanently reside with the assisted household do not qualify.
    - Prior to tenancy and during tenancy, a live-in aide cannot be obligated for the support of the person(s) and must maintain separate finances.
    - A live-in aide must be identified by the household and approved by the PHA and have no other reason to reside in the unit other than to provide needed care.
    - A live-in aide will be required to sign an agreement regarding their tenant status, sign a release to conduct a criminal history check, and will be denied permission to reside in the unit if participated in disqualifying criminal activity or owes a PHA in connection with Section 8 or Public Housing.
    - A live-in aide cannot be considered a remaining member of the tenant family when a family vacates the unit.
    - A live-in aide's family may reside in the unit providing it does not increase the subsidy by the cost of an additional bedroom and the family is not overcrowded.
        - All adult family members must sign a release to conduct a criminal history check and will be denied permission to reside in the unit if participated in disqualifying criminal activity.

F. **Choice in Unit Size:** A family may rent a smaller or larger size unit than stated on the voucher as long as the unit complies with minimum Housing Quality Standards and rent limitations of the voucher program. The unit size designated on the issued voucher must remain unchanged regardless of the actual size unit.
    - However, the payment standard is established by the number of bedrooms and must be the lower of (1) the payment standard for the family unit size; or (2) the payment standard for the size of the unit rented by the family.

G. **Change in Family Unit Size during the HAP Contract Term:** If the family unit (family unit does not include live-in aides or foster children/adults) size changes during the term of the HAP contract, the new family unit size must be used to determine the payment standard amount at the next annual or biennial re-exam regardless of any increase or decrease in the payment standard schedule.

1. **Larger voucher:** If the participating family needs a larger voucher size in order to be in compliance with Housing Quality Standards. The family must be given the appropriate size voucher as soon as possible (at any time during the lease) to locate a larger unit. The owner must be given a 30-day notice. The HAP contract terminates at the end of the calendar month of the 30-day notice.

   For example: Owner is given a 30-day notice on August 15th. The HAP contract would terminate on September 30th.

2. **Smaller voucher:** If the family voucher size decreases due to a change in household size during the term of the HAP contract, the payment standard is not reduced to the corresponding voucher size or bedroom size, whichever is lower, until the next annual or biennial re-examination.

If the family composition changes while under lease because a child reaches the age of an adult (age 18 or older), the family will maintain the pre-established voucher size until the family moves, or the members of the household change.

3. **Family request for a new voucher:** A family continuing in the program may request a new voucher and will be issued a voucher of appropriate size at any time during the term of the lease for the following situations:

   a. **Physical or emotional abuse:** Participants who have vacated their unit due to physical or emotional abuse may retain a voucher as long as they have responsibility for minor children or are disabled. The remaining family member occupying the unit will be required to reapply for assistance as a single person. The assistance terminates at the end of the calendar month in which the owner's 30-day notice expires. Please see Section IX. Verifications, C. 19 for verification requirements. If the adults split the custody of the minor children, in most cases, both will be issued a voucher.

   b. **Under 18 years of age:** Participants not 18 years of age, married, or legally emancipated, will not be issued a voucher to transfer out of their current unit.

   c. **Household that separate:**
   If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, LHA is bound by the court's determination as to which family members will receive rental assistance.

   In the absence of a court decision or mutual agreement by the families, LHA will have the final authority to determine which family members would be best served by continued assistance of housing benefits. Lincoln Housing Authority will consider the following factors to determine which of the families will continue to be assisted:

   - If one of the parents moves out of the household, the voucher will be retained by the parent who stays in the unit with the children, unless the spouse or co-head is elderly or disabled then they will be offered a voucher if available.
   - If both parents move out of the current unit, the voucher follows the parent with the children, unless the spouse or co-head is elderly or disabled then they will be offered a voucher if available.

- If both parents move out of the current unit and both retain children, each parent will be given a voucher.
- In a two-parent household, if the head of the household stays in the assisted unit, the voucher is retained by the head of the household, unless the spouse or co-head is elderly or disabled then they will be offered a voucher if available. If the co-head other parent) leaves with a child a voucher will be given to the co-head (other parent).
- If the family splits prior to admission to the program, the designated head of household will maintain the voucher with no other voucher issued to the other household members, unless the spouse or co-head is elderly or disabled then they will be offered a voucher if available.
- If domestic violence was involved in the break-up, the identified victim of domestic violence will be given a voucher.
- In all other situations that are not identified above, the head of household will retain the voucher only.

d. **Remaining household member:** If the remaining household member age 18 or over will retain a voucher when all other family members have been removed from the lease and do not wish to transfer the voucher. Voucher size will be redetermined

e. **Court Determination**: If a court determines the disposition of property between the members in a divorce or separation, LHA is bound by the court's determination of which family members continue to receive assistance.

SECTION VI
VOUCHER ISSUANCE
(24 CFR 982.302 and 982.303)

A. **Issuance:** Families will be issued vouchers in a non-discriminatory fashion as their name reaches the top of the waiting list. The normal rotation of the waiting list is the date and time of application after consideration of the preferences and type of voucher available as identified in this plan.

Note: VASH vouchers are issued in accordance to the Veterans Assistance Medical Center's referrals of eligible families. LHA does not have the authority to maintain a waiting list or apply local preferences for the HUD- VASH vouchers.

The following is the process in voucher issuance:

1. **Notification reaching top of the waiting list:** Applicants will be notified by mail when their name reaches the top of the waiting list. The applicant is given a reasonable amount of time to respond to LHA regarding their interest to participate in the program. If they wish to participate in the program, they will be required to have their family composition, income, assets, LHA preference and all other program eligibility verified to determine if they meet the program eligibility criteria.
2. **Changes prior to voucher issuance:**
    a. **Preferences:** Applicants not eligible for the LHA preference when their name reaches the top of the waiting list will be placed on the list in a non-preference status.
    b. **Over income limits:** Applicants who exceed the income limit for eligibility will be denied admission, and their application will be canceled. The applicant can request an informal review within ten (10) calendar days.
    c. **Failure to respond:** Applicants who fail to respond to a still interested letter, a letter requesting they schedule an appointment within the specified date, or attend a scheduled intake appointment or contact LHA within 10 days to reschedule the initial intake appointment will have their name removed from the waiting list and will need to reapply and may have a penalty to reapply (see Section XIX Terms/Denials).

    Applicants who fail to provide necessary information to determine eligibility within ten (10) working days from their appointment or date specified by LHA will be removed from the waiting list and will need to reapply.
3. **Income eligibility:** 50% median income will be used as the income limit for all Section 8 applicants, with the exception of VASH applicants which is based on 80% median income, who are subject to for the Lincoln Housing Authority service delivery area. Income limits are available upon request.
4. **Income Targeting:** LHA is exempt from income targeting under the Moving to Work agreement. Families whose income is 50% or below the area median (Very Low Income) may be eligible to be admitted into the Section 8 voucher program. Certain families may, at the time of admission, have incomes between 51% and 80% of the area median (Low Income). These include:
    a. Families continuously assisted in Public Housing or Section 8.
    b. Families physically displaced by rental rehabilitation.
    c. Non-purchasing tenants of certain home ownership programs.
    d. Tenants Displaced from certain Section 221 and 236 projects.
    e. Low-income families residing in certain HUD-owned projects.
    f. VASH households.
5. **Briefings:** Applicants who have been determined eligible for a voucher will be notified by mail, or email, when a briefing will be conducted.

a. The applicant must attend the briefing to participate in the program.
b. Families will be advised if they miss a briefing class they'll be rescheduled for one more briefing class. If the second briefing class is missed their name will be removed from the waiting list and will need to reapply. Situations where families missed the briefing classes due to a verifiable medical emergency may be submitted for supervisory review for consideration of scheduling a third briefing class.
c. Briefings are conducted for the purpose of acquainting the applicants with the operation of the programs in accordance with 24 CFR 982.301.
d. The families will be given a voucher packet containing all required information and documents, including a list of available private owner units.
e. Vouchers will be issued allowing a ninety (90) day initial search period. VASH and Mainstream (effective November 1, 2024) vouchers are provided at least 120 days search time.
f. LHA will maintain current income, asset and deduction verifications no more than ninety (90) days prior to the eligibility interview for voucher issuance.
g. In addition, for Mainstream vouchers, the following information will also be provided at briefing:
    - Information on community resources to access supportive services;
    - Information on public and/or private funding sources to assist with covering the costs of modifications need to the unit as a reasonable accommodation to their disability;
    - Provide housing search assistance if no success in locating a suitable unit within the initial 60 days search period; and
    - Provide a listing of available accessible units in primary market area.

6. **Lease:** Owners must use their own lease with the required HUD addendum.
7. **Security deposit:** Participants in the voucher program may be required by the landlord to pay up to one (1) months' contract rent to the landlord for damage deposit.

B. **Extensions:**

1. Prior to the expiration date, vouchers may be extended beyond the initial 90-day (unless specified differently, please see the section for VASH, Mainstream, and EHV for alternative issuance periods) search period after completing required landlord contact sheets, and under the following circumstances:
    a. **Extenuating circumstances:** If the family can verify extenuating circumstances, the family is hard to house and can clearly demonstrate they have made every effort to secure a suitable unit.
    b. **Not refused suitable unit:** The family has not refused a suitable unit without good cause.
    c. **Extension results in housing the family:** There is a possibility an extension will result in an approved lease and execution of a Housing Assistance Payment Contract.
    d. **Reasonable accommodations:** To provide a reasonable accommodation for those who need an accessible unit.
2. **Canceling Vouchers:** LHA will notify the family when their voucher has expired. If the family does not respond within (ten) 10 working days from the notification, the voucher cannot be re-instated. Vouchers can only be re-instated after a denial if (1) LHA was in error for not extending the voucher; or (2) by supervisory review. After a voucher has expired and the extension denied, the family will be required to reapply for assistance.

3. **Procedures and time frames for extensions:** All vouchers may be extended and reissued in 90-day intervals (unless an alternative initial issuance period applies, please see the section for VASH, Mainstream and EHV for different intervals) to a maximum of 180 days if the family meets the criteria stated above. LHA will document the family's efforts in securing housing. Should the family utilize the maximum search time of 180 days, the Request for Tenancy Approval form (form HUD-52517) or other LHA approved form must be received by the LHA office by no later than the final voucher expiration date. If the Request for Tenancy Approval (RFTA) form is submitted after the final voucher expiration date, the voucher is expired, and the family would be required to reapply for voucher assistance. If the RFTA is incomplete or additional documentation is required, the owner will be notified and must return documents within 5 business days. If documents are not received, the tenant and landlord will be notified that the inspection cannot be scheduled. Participants would need to search for a new unit or resubmit form once completed. (Also See Section XI. B. 4)

C. **Reissuing Vouchers:**
   1. **Term of vouchers:** All vouchers will be reissued at ninety (90) day intervals (unless specified differently, please see the sections for VASH, Mainstream and EHV for alternative intervals).
   2. **Evictions:** Program participants evicted through the court system will lose their housing assistance and will not be eligible for a reissued voucher. They may reapply for assistance according to Section XIX on Terminations/Denials.
   3. **Failure to correct tenant defects:** Participants who fail to correct tenant defects as identified in the Housing Quality Standards section will lose their housing assistance and will not be reissued a voucher. They may reapply twelve (12) months after the date of termination.

D. **Voucher Issuance:** Effective November 1, 2024, the initial search term of mainstream vouchers is 120 days, regardless of whether the voucher is for a new applicant or a transfer voucher for an existing participant.
   1. The first 90-day extension for a voucher may be requested orally or in writing and will be granted, as a reasonable accommodation, as long as the request is made on or before the current voucher expiration date. No additional restrictions or required documentation is imposed on the applicant to receive an extension.
   2. Subsequent extension requests will be for a minimum of 90 days and will be approved in accordance with general voucher issuance procedures in the Voucher Issuance Section of the Plan.

E. **Suspensions:**
   In accordance with the Federal Register released on August 20, 2015 (FR-5453-F-02), the term on the family's voucher stops on the day the family submits a request for LHA to inspect and approve the selected unit. The term of the voucher does not restart until LHA notifies the family in writing whether the unit has been approved or denied.

SECTION VII
INCOME, DEDUCTIONS and TOTAL TENANT PAYMENT
(24 CFR 5.609 & 5.628)

A. **Moving to Work Demonstration:** The Moving to Work (MTW) changes were effective July 1, 1999 for new admissions and with existing voucher participants at the next annual re-examination effective October 1, 1999. Through the MTW demonstration program, LHA will not implement regulatory provisions related to the Earned Income Disregard income exclusions and imputed welfare income.

As authorized on September 8, 2011, LHA will operate the VASH voucher program in accordance with the specifications stated in LHA's Moving to Work (MTW) agreement with HUD. For VASH participants established prior to the MTW authorization on September 8, 2011, they will transition to the MTW policies effective December 1, 2011. For any pre-existing VASH participants who are identified to have an increase in their rent portion due to the modified MTW rent calculation policies effective December 1, 2011, their transition to the MTW rent calculations policies will be delayed until their next annual review or transfer.

Effective February 1, 2008, through the MTW demonstration program, the maximum initial rent burden rule will be modified so that a family's rent share does not exceed 50% of their monthly adjusted income at the time of approving tenancy and executing a HAP contract.

Effective April 1, 2008, through the MTW demonstration program, the following policies will be implemented starting with April 1, 2008 vouchers issuances for new admissions and effective July 1, 2008 for annual re-examinations.

1. **Minimum "tenant" rent portion:** All subsidized households will be responsible to pay the owner a minimum of $25 for tenant rent. The higher of the TTP minus the utility allowance or $25 is used to determine the tenant rent to owner. This requirement will be waived if the head of household is verified disabled and has a current Social Security application with a decision pending. VASH participants are exempt from the minimum tenant rent policy.
2. **Total Tenant Payment (TTP) is determined on 27% of the gross income:**
   TTP is based on 27% of the monthly gross income with no allowable deductions.

   Hardship clause: Pre-existing program participants who were issued vouchers prior to April 1, 2008 and VASH participants admitted to the program prior to September 8, 2011, are eligible to be considered under a Hardship clause at each annual or biennial re-examination. If it is determined at the participant's next annual or biennial reexamination that the 27% gross income without deductions policy increases the participant's TTP by more than $25 per month than a Hardship TTP will be used instead.

   - ***How to determine if the Hardship TTP should be used:***
     LHA will compare the 27% calculated TTP to the Hardship TTP. If the Hardship is less than the 27% calculation than the Hardship TTP will be used. In order to be eligible for the Hardship TTP, the household's pre-existing deductions must be self-certified that the deductions will remain the same or increase in the next certification year.
   - **How to calculate the Hardship TTP.**
     The Hardship TTP is calculated by using the household's current gross annual income minus any pre-existing deduction verified at the last re-exam prior to July 1, 2008. The Hardship TTP is based on the annual income minus pre-existing

deduction divided by 12 monthly equals adjusted monthly income multiplied by 30% plus an additional $25 at each annual or biennial re-examination.

3. **Asset Income Calculation**
   a. **Assets equal to or greater than $50,000:** Under MTW policy, households with total assets face value equal to or greater than $50,000 will be verified by tenant provided financial statements such as monthly, quarterly, or year-end statements. Asset income will be calculated on the asset value equal to or greater than $50,000 using face value multiplied by two percent (2%). Asset income from life insurance policies will be calculated using cash value equal to or greater than $50,000 multiplied by two percent (2%). Real Estate asset income will be calculated based on the equity value equal to or greater than $50,000 multiplied by two percent (2%).
   b. **Assets less than $50,000:** Household with assets less than $50,000 will self-certify their assets with a written statement and all asset income will be excluded.
4. **Verification Requirements:** In addition to the asset verification requirement changes:
   a. **Earned income:** Applicant and Participant provided pay statements such as pay stubs will be allowable verification in lieu of a third-party verification from the employer. Three months' pay statements are preferred. EIV will be used first, if available and participant provided pay statements are secondary.
   b. **Social Security Income:** Applicant and Participants may provide their most recent Social Security statement or benefit letter issued by the Social Security Administration as acceptable verification if EIV verification is not available. This eliminates the requirement that the verification be dated no more than 60 days (90 days for intake processing) from the date of the interview for this income only.
5. **Landlord Incentive Housing Assistance Payment:** On July 1, 2015, through the MTW demonstration program, an incentive for landlords/owners to participate in the Moving to Work tenant-based voucher program of $150 was established. This incentive was raised to $200 effective February 1, 2020. Effective April 1, 2023 LHA will raise the incentive to $400 for units that pass on the first inspection (if an inspection can't be completed at the first scheduled appointment the additional $200 incentive is not available) and remain at $200 for unit that fail the first inspection. The incentive will be provided to the landlord/owner as a one-time additional Housing Assistance Payment (HAP) upon the execution of the HAP contract for the new unit and tenant. The landlord/owner is not eligible for the incentive HAP payment if the contract is executed for a transfer in units with the same landlord/owner, or if the contract is executed due to a lease renewal or change. The following properties are also excluded from the additional landlord incentive payment; 1) properties managed or owned by LHA, or 2) properties receiving Low Income Housing Tax Credits.

B. **Annual Income**: All amounts, monetary or not, that go to or are on the behalf of the family head or spouse (even if temporarily absent), or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date. During the Moving to Work Demonstration LHA will follow the income inclusions and exclusions according to the Federal Regulations except for the following:

1) **Minimum Earned Income (MEI):** LHA will include a minimum amount of earned income when calculating Annual Income whether or not a family is working. The minimum amount of earned income for families with one eligible adult will be based on 25 hours per week of employment at the federal or state minimum wage, whichever is higher. The minimum amount of earned income for families with two or more eligible adult members will be based on an additional 15 hours per week of employment at minimum wage for each additional eligible adult not

exempted from the Minimum Earned Income (MEI) policy. LHA will count the higher of the minimum earned income or the actual earned income (as defined in the definition section of this plan) for the household. The minimum earned income will be added to any unearned income the family receives. Eligible adults are persons 18 years of age or older who do not qualify for one the following exemptions. All adults in the household must be exempt in order for the household to be exempt from the minimum earned income requirements.

2) **MEI Exemptions:** LHA will exempt adult members of the family from the minimum earned income requirement if they meet the following criteria:
   a. A person who has an illness or injury serious enough to temporarily prevent entry into employment or training.
      - As an example, a broken limb would not automatically qualify an individual from this exemption.
      - An individual under doctor's orders for restricted activities following surgery could be considered for a temporary exemption.
      - Each exemption will be considered on an individual yet consistent basis.
      - Exemptions for illness or injury of less than 30 days anticipated duration will not be given.
      - The maximum duration of this exemption is one year or with additional provider verification.
      - The exemption will continue beyond one year if the individual has a current application for Social Security disability and participant provides verification the decision is pending.
   b. A person who is age 62 or older or disabled.
   c. A person who is needed in the home on a continuous basis because of the illness or incapacity of another household member and no other appropriate member of the household is available to provide the needed care.
      - Verification from a physician or licensed or certified psychologist is required.
      - The illness or incapacity of the household member must be evaluated periodically, depending on the diagnosis and/or prognosis for recovery.
      - LHA will verify this at each recertification.
   d. A parent or needy caretaker relative of a child under the age of 12 weeks.
   e. A pregnant woman beginning with the 3rd trimester (6th month) of pregnancy continuing through six weeks following the end of the pregnancy.
   f. An individual who is participating in AmeriCorps, JobCorps, Senior Community Service Employment (i.e., AARP, or Green Thumb) or Vista.
   g. A full-time student.
      - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended.
      - An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
      - The school must be accredited by the Nebraska Department of Education and/or other acceptable accrediting agencies.
   h. A participant in an approved Self-Sufficiency Program.
      - An approved self-sufficiency program is one that has been reviewed by LHA and whose sponsoring agency has an agreement with LHA regarding their program. Self-sufficiency programs provided by agencies will be approved if they meet the following guidelines:

- The self-sufficiency plan must be part of an organized self-sufficiency program developed by the agency as part of the agency's ongoing efforts to support families in achieving self-sufficiency.
- The goal plans must be based on results of assessment and must list goals to be achieved and benchmarks and timelines;
- Goals must be measurable and verifiable; realistic---within the control of the individual; adequate---contribute to the achievement of self-sufficiency; congruent with the individual's values; and time-limited.
- The self-sufficiency plan must detail the responsibilities, roles, and expectations of the participant, the sponsoring agency and case manager, and other service providers.
- The self-sufficiency plan may be a flexible tool which allows for adjustments based on changes in external conditions or individual circumstances.
- There must be an established relationship the Lincoln Housing Authority and the sponsoring agencies of the self-sufficiency program to allow for the exchange of information so that Lincoln Housing Authority can monitor the progress on self-sufficiency goals and objectives.

- To be eligible for an exemption from the minimum earned income requirement, the individual must be fully enrolled in the self-sufficiency program and actively participating. They cannot be enrolled but inactive and cannot be under any sanction or probation with the self-sufficiency agency.
- The following agencies are offer self-sufficiency programs and have entered into agreements to provide individual self-sufficiency program plans to the housing authority:
  - City of Lincoln Urban Development Department-One Stop Employment * (Worker Training Programs)
  - Homeless Committee- Homeless voucher program
  - LHA Family Self Sufficiency Program
  - Community Action Partnerships*
  - Nebraska Health and Human Services- Employment First Program
  - Veterans Affairs Supportive Housing Program
  - Matching Grant Program, provided by Catholic Social Services and Lutheran Family Services.

*The individual or family self-sufficiency plan must be reviewed and approved by LHA on a case by case basis.

3) **Student Income**: Student income relates to earned income, unearned income and financial assistance (grants and scholarships). Financial support provided to a student in the form of a fee for service, e.g. work study or teaching fellowship is not considered financial assistance. Based on 24 CFR 5.609 and LHA's MTW agreement, some income is excluded in the calculation of annual income while other income is included. Exclusion and inclusion include the following:
   a. Earned income:
      i. Included is all earned income of full-time students age 22 and older and all students (regardless of age or if a part-time or full-time student) that are the head, co-head or spouse of the head of household.
      ii. Excluded is all earned income for dependent full-time students ages 18-21.
   b. b. Financial Assistance:
      i. Included, any student financial assistance in excess of tuition, books and supplies, room and board, or other fees required and charged to a student by the education institution,

and the reasonable and actual costs of housing for a non-head of household or spouse student if not residing in the assisted unit while attending college is counted as annual income, unless excluded in VII.B.3.b.ii below.

ii. Excluded, financial assistance for persons over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance.

4. **Earned Income Disregard**: LHA will not implement federal regulations for the earned income disregard under the voucher or project-based voucher programs participating in Moving-to-Work (MTW).
    a. Non-MTW voucher or project-based programs will implement Earned Income Disregard (EID) in accordance with 24 CFR 5.617. Once a family member is determined eligible for EID, the 24-calendar month period for EID starts the month after employment starts. The EID benefit is limited to a lifetime 24-month period for the qualifying family member. At the end of the 24 months, the EID ends regardless of # of months used.
    b. Exception: There is an exception for families who received EID prior to April 7, 2016. These families are grandfathered into the EID rules prior to the April 7, 2016 change which allows them to continue to receive the 24 months of the EID benefit over a 48-month period.
    c. The statutory authority to enroll new families in Earned Income Disregard was discontinued effective January 1, 2024.
5. **Imputed Welfare Income:** LHA will not implement federal regulations for imputing welfare income under certain conditions under the MTW policy.
6. **Asset Income:**
    a. **Special Needs Trusts/ENABLE accounts:** Under the Moving to Work agreement, LHA will not implement federal regulations to include a Special Needs Trust or Nebraska's ENABLE account(s) as an asset or income.
        - A Special Needs Trust is a trust that is created under State Law for disabled persons who are not able to make financial decisions for themselves. Generally, the assets with the trust are not accessible to the beneficiary. If the income from the trust is paid to the beneficiary on a regular basis those payments will be excluded as income under the MTW policy.
        - An ENABLE account was established by the State of Nebraska to give families with children or adults that have qualifying disabilities an opportunity to save money without jeopardizing their eligibility for other government benefits.
    b. **Rental Property Income**: In accordance with HUD guidance in the Housing Choice Voucher Guidebook, rental properties are to be considered personal assets and held as investments. Under LHA's Moving to Work agreement, LHA will consider rental property owned by the applicant/participant as an asset and income will calculated on any amount equal to or greater than $50,000 by using the greater of:
        - the actual income from the asset, or
        - the imputed asset income (face value of the property multiplied by 2%).
7. **Terminated Employment**. Under the Moving to Work agreement, if a family member has terminated employment, a rent decrease will be considered 90 days after the termination date.
    a. This 90-day re-employment rule applies to both new admissions and ongoing voucher participants.
        - For new admission participants, any income earned within 90 days of the new admission interview date or thereafter will be included.

- For ongoing voucher participants, all earned income in rent calculations for 90 days after the employment is terminated will be included.

b. After the 90-day delay, an interim can be conducted and made effective the month after all eligibility information has been verified.

c. Hardship Provision: The 90-day rule is not implemented if:
   - The employment income was reduced or terminated due to the employer's reduction in workforce; or
   - The previously employed family member is elderly, disabled, a VASH participant or excluding the self-sufficiency exemption, qualifies for one of the Minimum Earned Income exemptions listed in Section VII, paragraph B.2 (a-g).

8. **Travel Income.** Travel costs for any or all household members who leave the state for more than 60 days in 24 months will be included as income, to include the cost of airfare or mileage at the IRS current medical/moving rate if no airfare is involved, and meal expenses based on the USDA SNAP Maximum Monthly Allotment prorated to the days gone and based on the number of household members traveling.

C. **Calculations:** Annual income is used in rent calculations. All annual income should be "anticipated to be received from a source outside the family during the 12-month period **following** admission or annual reexamination effective date" Per 24 CFR 5.609 (2). **Exception:** Under Moving to Work, LHA will not use any income increases unknown to the household at the time of the interview date for admissions or annual or biennial re-exam.

Should LHA become aware of an income or TTP calculation error that resulted in a HAP underpayment/household rent portion overpayment for an active client LHA will inform the landlord and the client that the difference will be issued to the landlord, resulting in a credit for the client, provided the client is living with the landlord involved at the time of the error.

1. **Employment Income Calculations:**
   a. View information provided by the HUD EIV system along with current pay verification, i.e. pay stub or statement. If this information is reflective of the next twelve months, the calculations will be used for EIV's most reflective four quarters.
   b. If EIV information is not accurate or reflective of the next twelve months income, applicant or participant provided, verifications are utilized-preferably pay statements for three months. If pay statements are not available third-party verification will be submitted.
   c. Use the information most reflective of the next 12 months following the admission or annual or biennial re-exam.
   d. If there is a discrepancy with the applicant/participant's statement and any other verification, contact the employer to resolve the discrepancy. When employer resolves the discrepancy, document their statement and use the information to annualize the income. If the discrepancy cannot be resolved, LHA will use the highest income projection.
   e. An exception cannot be granted if the employee chooses to reduce scheduled hours. An exception will be granted if income is reduced for medical reasons or accommodation for a disability. For example: Employer states the applicant is scheduled to work 40 hours a week, but the applicant provides a doctor statement limiting the applicant to

working 20 hours a week for the next year due to a medical condition. LHA would use the 20 hours a week.

f. LHA may use the following formula to annualize income from current tax year for year to date (YTD):

Current YTD/Number of weeks from Jan.1st. (January 8th is always the first week)

Or

Current YTD/Number of weeks for the current tax year

If it is a partial week than the following table may be used to calculate a full week

1 day =.14
2 days = .28
3 days = .42
4 days = .56
5 days = .70
6 days = .84

g. If the number of weeks from January 1st does not appear to be reflective of current YTD, then determine when the pay period began for current tax year. If pay period began in December, LHA may count the December weeks.

2. **Bonus Calculations**: If there are bonuses to be anticipated, but the employer refuses to anticipate the bonus for the current year, the bonus from last year will be used for calculations.
3. **Temporary / Sporadic Employment**:
   a. If a person worked temporary or sporadic employment in the past 12 months, LHA will anticipate the next 12 months earnings using the past income to reflect the future income.
   b. If the person has not been employed with temporary or sporadic work on a consistent basis (less than 12 months), then LHA will anticipate the income on a quarterly basis, completing interims every quarter regardless of the increase or decrease of income.
4. **Child Support Calculations**
   a. **Regular Sum Calculations:**
      - Count the court ordered amount; or
      - If the payment history indicates a pattern of payment different then the court ordered amount, anticipate the next 12 months of child support using the actual child support received by the applicant/tenant within the past 12 months; unless
      - The past 12 months is not the best indicator, then less than 12 months payment history may be used to predict the future 12 months' income as long as the reason is documented in the case file. Note: Under these circumstances, if a "reasonable" pattern has been established for the last 3 months, the worker should consider using the past three months payment history to predict the future annualized child support.
   b. **Lump Sum Calculations:** Treatment of accumulated periodic payments due to a dispute or processing problems will be done prospectively for families who report lump sum amounts on a timely basis. If the family fails to report the payment to LHA timely, the lump sum will be calculated retroactively.
      - Any portion of the lump sum that is for a period prior to the family's participation would be counted as an asset instead of income.
      - LHA will follow the rules according established by HUD in 24 CFR Part 5.609.

- The Housing Choice Voucher Guidebook offers examples in calculations.

5. **Retirement Fund Calculations:** While an individual is employed, only amounts the family can withdraw without retiring or terminating employment will be counted. After retirement or termination of employment, any amount the employee elects to receive as a lump sum as an asset will be counted.
6. **Person Permanently Confined to Nursing Home Calculations**: If a family member is permanently confined to the hospital or nursing home and there is one family member left in the household, LHA will calculate using the method below that provides the tenant the most benefit:
   a. Exclude the income of the person in the nursing home and give the tenant no medical deductions paid on behalf of the member in the nursing home, or
   b. Include the person's income residing in the nursing home and give the tenant the medical deductions they pay on behalf of the family member in the nursing home. Note: The bedroom size for the voucher would be based on only the remaining household members actually residing in the unit.
7. **Calculations for Assets Disposed of for less than Fair Market Value:** LHA must count assets disposed of for less than fair market value during the two years preceding examination or re-examination.
   a. LHA minimum threshold is $1,000. If the total amount of assets disposed of within the one-year period is less than $1,000, then it will not be considered as an asset.
   b. If assets are disposed of for less than Fair Market Value, LHA will count the value of the divested asset (market value less amount received plus cost to convert to cash) times the passbook savings rate as imputed income from the divested asset.
   c. Assets disposed of as a result of divorce, separation, foreclosure or bankruptcy are not considered as assets disposed of for less than fair market value.
8. **Assets and Imputed Asset income for non-Moving to Work (MTW) programs:** Non-MTW policy requires that enough information is collected to determine the cash value of the asset and the actual income. Upon HUD implementation of HOTMA, net family assets threshold will change from $5,000 to $50,000.
   a. When net family assets are $5,000 or less, then actual income from the asset is used.
   b. When total net family assets are more than $5,000, the greater of:
      - actual asset income or
      - the LHA identified passbook savings rate that is multiplied by the asset cash value will be used.
   c. Per PIH notice 2012-29, LHA must establish a passbook savings rate for imputed asset income. Imputed asset income is used when a family has net assets in excess of $5,000 and the actual income of the assets is lower than the imputed asset income.
   d. Effective February 1, 2016, LHA has established passbook rating of .06% for non-MTW programs. The national savings average as of October 4, 2016 is .06 percent and LHA may establish a passbook savings rate within .75 percent.
9. **Proration of Assistance for "Mixed" Families:** A "mixed" family includes at least one U.S. citizen or eligible immigrants and any number of ineligible members. Proration of assistance must be offered to any applicant or participant family.

   Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who are actually eligible. TTP is the gross rent minus the prorated assistance.

D. **Temporary Absences:** The family is required to declare in writing to LHA in advance, a minimum of 5 business days prior to anticipated travel, when a family member or all household members will be temporarily absent from the household for more than 14 consecutive calendar days. For unplanned hospitalizations and incarcerations, the family is required to notify LHA within 5 business days of the start of the absence from household. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will advise the family of their options and how it affects their rent portion and voucher size. LHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, LHA must count the income of a spouse or the head of household if that person is temporarily absent, even if that person is not on the lease. Any household member absent more than 60 days in 24 months will have travel costs counted as income (please see Section VII). The head of household must cooperate in providing verifications of how travel expenses were covered.

A determination of when a household member is temporarily absent from the household depends on 1) whether the family member is an adult or child, and 2) whether the household member is the only adult or sole member of the household.

1. **Children/Dependent**
    a. Children in Foster Care: If the children are removed from their parent's home due to neglect or abuse, as long as a reunification plan is in place with the local social service agency, the child(ren) will remain a member of the tenant family.
    b. LHA will obtain verification from the local social service agency.
    c. Student (other than spouse): A student who attends school away from home, but lives with the family during recesses, may be considered either temporarily absent (see student-income in section VII regarding what earned income is included, all unearned income is counted, on lease, counted on voucher size), or permanently absent (income not counted, not on lease, not counted for voucher size) at the family's option.
    d. Joint Custody of Children: Any child who is subject to a joint custody agreement but lives in the unit at least 50% of the time will be considered a member of the household provided the child isn't already receiving housing subsidy in another household and the right to claim subsidy isn't already assigned to another party via court order.
2. **Adult Household Members:** When all adult members will be absent for an extended period, LHA will allow with the owner's prior approval, another adult to move into the household to care for the children and the dwelling unit.
    a. LHA will continue assistance up to 60 days, as long as the family continues to meet the definition of family and the other adult responsible for the unit meets all other eligibility requirements.
    b. The adults must not be absent from the unit for more than 60 days unless it is for medical reasons such as hospitalization. When the adults are required to be on an extended absence for medical reasons beyond 60 days, the head of household must provide LHA with a written request to change the designated head of household; and LHA and the owner must approve the other responsible adult to be added to the household. This will allow the family to continue to receive voucher assistance and fulfill the family obligations under the voucher program.
    c. All adult members cannot be absent for more than 60 continuous days without meeting VII.D.2.c. above. If the adult members must leave the household for more than 60 continuous days, the unit will not be considered their principal place of residence. Incarcerations and vacations longer than 60 days are not considered reasonable cause

for any adult being absent from the unit thus will be considered permanently absent from the unit after 60 days.

3. **Sole member of the Household:**
    a. The sole member of the household cannot be absent from the unit for more than 60 continuous days.
    b. If the sole member must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and they will be terminated from the program unless the absence is due to verifiable medical reasons.
    c. Incarcerations, vacations and traveling for any reason longer than 60 days are not considered reasonable cause for the sole member being absent from the unit thus will be considered permanently absent from the unit after 60 days.
    d. If the sole member must leave the household to go to the hospital or nursing home, LHA will seek advice from a reliable medical source as to the likelihood and timing of their return. If the medical source informs LHA that they will be permanently confined to a nursing home, they will be considered permanently absent. The length of stay cannot exceed 180 days before LHA will consider the absence permanent.
    e. LHA, at its discretion, may approve for a temporary absence of the entire household, that will last 160 days or less, due to a non-medical situation beyond the household's control. For a temporary relocation, the tenant and landlord would need to inform LHA pf the situation in advance and receive an approval in writing from the Tenant-Based Housing Manager in order to avoid a HAP repayment or program termination. For LHA to consider a landlord request for a temporary relocation to a comparable unit in the owner's portfolio the landlord would have to provide a lease addendum signed by both parties for the tenant to be temporarily relocated within a time-period less than 160 days while rehabilitating a unit and return to the original unit within the specified period.
4. **Entire Household Absence:**
    a. The entire household cannot be absent from the unit for more than 60 days in 12 months or they will be considered permanently absent.
    b. If the entire household must leave the household for more than 60 days in 12 months, the unit will not be considered to be their principal place of residence and they will be terminated from the program unless the absence is due to medical reasons that can be verified.
    c. LHA, at its discretion, may approve for a temporary absence of the entire household, that will last 160 days or less, due to a non-medical situation beyond the household's control. For a temporary relocation, the tenant and landlord would need to inform LHA pf the situation in advance and receive an approval in writing from the Tenant-Based Housing Manager in order to avoid a HAP repayment or program termination. For LHA to consider a landlord request for a temporary relocation to a comparable unit in the owner's portfolio the landlord would have to provide a lease addendum signed by both parties for the tenant to be temporarily relocated within a time-period less than 160 days while rehabilitating a unit and return to the original unit within the specified period.

E. **Permanent Absences:** The family must report in writing to LHA to declare a family member permanently absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability.

1. **Spouse and other Adult members**: If the family declares that the spouse or other adult member leaves and the family declares in writing that the spouse or other member is permanently absent, LHA will require verification of the move before it will consider them permanently absent and will remove them from the lease. LHA will consider them permanently absent if one of the following is provided and then must be removed from the lease. The verifications are listed in the order of the most to least preferable form of verification.
    a. Lease in their name at another location and additional supporting documentation of move out, e.g. DHHS verification person no longer in household, driver's license, bank statements, etc.;
    b. Protection or restraining order obtained by one family member against another;
    c. Proof of incarceration;
    d. Divorce or legal separation;
    e. Statements from other agencies such as Health and Human Services;
    f. Utility or telephone bills in their name at another location; and
    g. At LHA discretion, a statement from the family which includes a forwarding address.
2. Military (adult child): If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.
3. Children (ages 17 or under): Minor children will be considered absent as declared in writing by the head of household.

F. **Visitors:** Any adult not included on the HUD 50058 who lives or stays in the unit on a repetitive basis without LHA's written approval will be considered to be living in the unit as an unauthorized household member.
1. Absence of evidence of any other address may be considered verification that the visitor is an unauthorized member of the household.
2. Statements from neighbors and/or the property owner may be considered in making the determination.
3. Use of the unit address as the visitor's current residence for any purpose shall be construed as permanent residence.
4. The burden of proof that the individual is a visitor rests on the family.
5. In the absence of such proof, the individual will be considered an unauthorized member of the household and LHA will terminate assistance because prior approval was not requested or granted for the additional household member.

G. **Family break-up:** If a family breaks up, the following factors must be considered in determining who remains in the program (24 CFR 982.315 and refer to "Subsidy Standards" section):
1. It is in the best interest of the minor child(ren) or ill, elderly or disabled family members;
2. The family members were not forced to leave the unit due to emotional or physical abuse; and/or
3. If a court determines the disposition of property between the members in a divorce or separation, LHA is bound by the court's determination of which family members continue to receive assistance.

H. **Deductions:** Under Moving to Work policy changes effective April 1, 2008 the following deductions are no longer utilized in household TTP calculations for applicants or participants. For Non-MTW program participants, the deductions will be followed in accordance to the Housing Choice Voucher program regulations.

1. Dependent Deduction: LHA will provide the same dependent deduction required by HUD regulation with one exception. Under MTW, LHA will not consider as dependents full-time students age 22 and over. LHA will not provide a dependent deduction for these students.
2. Child Care Expense Deduction: Childcare expenses for children under the age of 13 may be deducted from the annual income if the childcare enables an adult to actively seek employment, be gainfully employed and/or to further their education. (24 CFR Section 5.603)
3. Medical Expense Deduction: If the head of household or spouse is elderly (62 or older) or disabled all family members will be allowed the medical expense deduction.
    a. See HUD rules for allowable medical expenses in IRS Publication 502. Medical expenses may include but are not limited to health insurance, medical transportation, services of health care professionals and facilities, prescription and non-prescription medicines, dental expenses, hearing aid batteries, eye glasses and monthly payments on accumulated medical bills (only the amount expected to be paid in the next 12 months).
    b. Non-prescription medicines must be doctor recommended with a specific dosage in order to be considered as a medical expense. (CFR 5.603, 5.611 and 5.403 and Housing Choice Guidebook 5-31/32)
    c. LHA will consider veterinary bills and food for guide dogs as a medical expense.
    d. Medical expenses must be anticipated for future months in calculating the allowable expenses.
4. Disability Assistance Expense: Families may deduct reasonable anticipated expenses for attendant care and auxiliary apparatus for family members with disabilities. The expense must enable the family member to be employed and cannot be an expense that is paid to a member of the family or reimbursed by an outside source. This deduction must not exceed the earned income received by the family members who are able to work. The expenses exceeding 3% of the gross annual income will be allowed. CFR 5.603 & 5.611
5. Elderly/Disability Allowance: $400 per family is allowed if the head of the household or spouse is a person who is at least 62 years old or a person with disabilities.
6. Medical Insurance Premium Deduction: For non-elderly, non-disabled families LHA will deduct the amount of medical and dental insurance premiums paid by the family that exceeds 3% of Annual Income. LHA will calculate this in the same manner that it calculates the HUD-required deduction of medical expenses for elderly and disabled families. However, for non-elderly, non-disabled families LHA will only include the cost of insurance premiums paid by the family, and that are not reimbursed to the family. LHA will not deduct any other out of pocket medical expenses for non-elderly, non-disabled families.

I. **Minimum TTP:** $25 is the minimum TTP. By request, exemptions to the minimum rent requirement may be provided to any family who is unable to pay the amount due to financial hardship, unless the hardship is temporary. Upon request for a hardship, LHA will suspend the $25 minimum TTP beginning the month following the request until LHA determines if the family qualifies for the financial hardship and whether the hardship is temporary or long term. Financial hardships include the following situations:
    1. 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 non-citizen lawfully admitted for permanent residence and who would be entitled to public benefits but Title IV of the Personal Responsibility and Work Act of 1996;
    2. When the family would be evicted because unable to pay the minimum rent;
    3. When the income decreases because changed circumstances including the loss of employment;
    4. When a death in the family has occurred.

If the hardship is determined temporary, the minimum rent is suspended 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent is reinstated retro-actively to the date of the suspension. LHA will offer a reasonable repayment agreement to cover the minimum rent charges during the suspension period.

J. **Payment Standard Adjustment**: The payment standard schedule will be reviewed by LHA annually and adjusted to as parallel to the Section 8 Voucher Fair Market Rent levels as funding allows.

K. **Utility Allowance:** LHA continues to utilize one standard utility allowance per bedroom size or voucher size whichever is lower.

1. The standard utility allowances are calculated at least annually using the current average utility cost per number of bedroom(s) per unit.
2. Effective July 1, 1999, LHA discontinued issuing utility reimbursement checks.
3. For non-MTW vouchers the utility allowance will be determined by bedroom size or voucher size (whichever is lower), tenant paid utilities and type of utility.
4. Per Section 242 of the 2014 Appropriations Act, the utility allowance for a family shall be the lower of:
    - the family voucher size; or
    - the unit bedroom size.
5. Upon the family request that includes a person with disabilities, the PHA may approve a higher utility allowance if needed as a reasonable accommodation.
6. MTW UTILITY ALLOWANCE HARDSHIP (Enhanced Vouchers)
   Refer to the Enhance Voucher section of this Administrative plan.
7. PBV UTILITY ALLOWANCE
   Refer to the PBV section of this Administrative plan.
8. Utility Allowance Schedule
   At least annually, LHA will obtain and analyze utility rate data for all utility providers within Lincoln to determine whether there has been a change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.
9. Changes in Utility Allowance Schedule
    a. If there is a change in the Utility Allowance Schedule, the new schedule will be implemented at the participant's next annual or biennial re-examination, or on the effective date of a unit transfer or new admission.
    b. For households on a biennial reexamination cycle, when the payment standard is increased, an interim re-examination to adjust the payment standard (including utility allowance) only will be completed on a schedule that ensures no participant waits more than a year for an increase in payment standards.
        - If the next regularly scheduled biennial re-examination is more than one year from the implementation date, then an interim re-examination will be conducted within one year on the anniversary date of the regular re-examination.
            - In this instance the interim re-examination will include only the payment standard and current utility allowance and will not include adjustments to family income unless otherwise required by Section X of this Plan.
    c. An appropriate adjustment will be made to the schedule if there has been a change of 10% or more. No adjustment will be made for any increase calculated to be less than $1 per unit month.

L. **Maximum Rent Burden**

1. For MTW vouchers: Under Moving to Work Agreement, effective February 1, 2008 for all vouchers issued for admissions or transfers, LHA must prohibit approving the assisted tenancy and executing the HAP contract, if the gross rent exceeds the appropriate payment standard and the family rent share is more than 50% of their monthly-adjusted income.
2. For non-MTW vouchers: In accordance with the Housing Choice Voucher program, LHA must prohibit approving the assisted tenancy and executing the HAP contract, if the gross rent exceeds the appropriate payment standard and the family share is more than 40% of their monthly-adjusted income.

Section VIII
PROCEDURE FOR ADJUSTING VOUCHER PAYMENT STANDARDS

The payment standard schedule will be reviewed annually and adjusted to parallel the Section 8 existing Fair Market Rents levels as funding allows.

A. **Payment Standard**: Payment standards are used to calculate the Housing Assistance payment (HAP) LHA pays to an owner on behalf of the family leasing the unit. The range of possible payment standard amounts is based on HUD's published fair market rent (FMR) schedule area within LHA's jurisdiction. FMRs are based on either the 40th percentile of the rents charged for standard rental housing in the FMR area. LHA may set its Payment Standard amount from 90 percent to 110 percent of the published FMR. Any payment standards above 110% or below 90% must first be approved by HUD.

   The Payment Standard amount affects the amount of subsidy a family will receive and the amount of rent to be paid by the program participants. If a family leases a unit with a gross rent at or below the payment standard for the family, the family's share will be the Total Tenant Payment (TTP). If the rent for the unit is higher than the payment standard the family's share will be higher than the TTP.

   Payment Standard amounts should be high enough to allow families a reasonable selection of modest, decent, safe and sanitary housing in a range of neighborhoods in the LHA jurisdiction. To meet that objective and to support families wishing to move to area of lower concentrations of economically disadvantaged households, LHA may establish higher payment standard schedules for certain areas within LHA jurisdiction so program families can rent units in more desirable areas. At times, funding may dictate the payment standard schedules.

B. **Exception Payment Standard:** LHA may approve an Exception Payment Standard up to 120% of the Fair Market Rent (FMR) when needed to provide a reasonable accommodation for a person with a disability. HUD's approval is NOT needed for Payment Standard exceptions at or below 120% of the FMR.

   In order for the family to be approved for the Exception Payment Standard, the unit must have features that meet the specific needs of a family member with disabilities. For example, a unit may be suitable because of its physical features or for other reasons such as having requisite number of bedrooms, location on an accessible transit route or proximity accessible employment, education, services or recreation. The request for this Exception Payment Standard should be made in writing to LHA and verified by medical professional or another qualified professional.

C. **Increasing Payment Standard amounts by Board of Commissioners Resolution**:
   Lincoln Housing Authority may establish its payment standard amounts between 90 and 110 percent of the 40th and 50th percentile FMR. LHA will use the FMRs published. To increase payment standard amounts above 100% published FMR, LHA must obtain a board of commissioners' resolution.

D. **Implementing Increased or Decreased Payment Standard Amounts:**

The payment standard in place on the effective date of the Housing Assistance Payment (HAP) contract remains in place for the duration of the contract terms unless LHA increases or decreases the payment standard.

1. Increases:
   - The increase will go in effect at the first of either 1) upcoming biennial reviews with effective dates between 3 full months from the payment standard approval date and within 15 months of the payment standard effective date, 2) an interim re-exam to incorporate the new payment standard completed in the skip year for any biennial review not due within the 15 months timeframe established in the preceding criteria, or 3) an interim for a gross rent change.
   - Families requiring or requesting interim re-examinations will not have their HAP payments calculated using the higher payment standard until their next biennial re-examination.
   - When the payment standard is increased, an interim re-examination to adjust the payment standard (including utility allowance) only will be completed on a schedule that ensures no participant waits more than 15 months for a review to incorporate the new payment standard.
2. Decreases:
   - Decreases to payment standards must occur at the signing of new HAP contracts during admissions, transfers or renewal contracts.
   - LHA will follow HUD's procedures established at 24 CFR 982.505 to reduce payment standards for those households with existing HAP contracts at the biennial re-examination at least 2 years from the date of the decrease to the payment standards.
3. As FMRs are adjusted annually, the percentage of FMR to payment standard may also change.

E. **Final Fair Market Rents (FMR) and Payment Standard Amounts for Housing Choice Voucher Program: Fiscal Year 2024.**

The Payment Standards and % of FMR have been adjusted to reflect changes in the FMR for Fiscal Year 2026-27~~4~~. These changes took effect ~~October 1, 2023~~January 1, 2027 for new admissions and transfers and effective starting ~~January 1, 2024~~March 1, 2027, for annual reviews.

Bedroom size	SRO	0	1	2	3	4	5	6
Payment Standard	$~~632~~650	$~~842~~870	$941	$1,173	$1,653	$1,801	$2,072	$2,324
% of FMR	~~109.91~~ 91.42%	~~109.92~~ 91.77%	~~109.93~~ 93.26%	~~109.93~~ 95.37%	~~109.91~~ 97.06%	~~109.95~~ 94.05%	~~109.98~~ 94.10%	~~109.16~~ 93.33%
FMR	$~~575~~711	$~~766~~948	$~~856~~ 1,009	$~~1,067~~ 1,230	$~~1,504~~ 1,703	$~~1,638~~ 1,915	$~~1,884~~ 2,202	$~~2,129~~ 2,490

SECTION IX
VERIFICATIONS
(HUD Handbook 7420.10 Chapter 5)

A. **General Policy:** LHA will verify all information affecting an applicant or participant's eligibility for the program including selection for preferences, rent calculations and unit size.
   1. Items to be verified include:
      - Age
      - Assets
      - Child Care expenses
      - Citizenship/ Immigration Status (if born outside the US)
      - Dependent Allowance
      - Disability assistance expenses
      - Disability status
      - Familial Status
      - Family circumstances
      - Income (inclusions and exclusions)
      - Legal identity
      - Medical expenses
      - Preference status
      - Social Security numbers
      - Unit size
      - Zero income status
   2. These verifications will occur no later than ninety (90) days prior to the voucher issuance; no more than 60 days prior to interview for re-exams and interims and no more than 180 days for voucher extensions. Permanent verifications must only be verified once, i.e. Social Security numbers. For verification of preference status see Section III.

B. **Methods of Verification:** LHA will verify in accordance with the federal regulations and LHA procedures. LHA prefers to independently verify information. However, LHA recognizes this may not always be possible, thus LHA will observe the following preferred order of verification:
   1. **Up front Income Verification:** As available by HUD, up front income verification through computer matching will be used to verify wages, unemployment, TANF, and Social Security Benefits.
   2. **Third-Party**: LHA will first attempt to obtain written third-party verifications of information.
      a. LHA will require applicants to sign authorizations for the release of information to enable LHA to obtain such verifications. Any written inquiries will state the purpose of the inquiry and include the applicant/participant's authorization to release information.
      b. LHA will strongly encourage parties to respond in writing but will accept oral verification from a third-party source if a written response is not possible.
      c. LHA will document all attempts to obtain written and oral third-party verifications before moving to the next level of verifications.
      d. Computer verifications and tenant provided documents created by third parties such as pay stubs, bank statements and etc. will serve as a third-party verification where allowed by HUD and/or state or local agencies. Computer printouts are acceptable.

3. **Family Documentation:** If third party verification is not possible, LHA may accept other documentation supplied by the applicant. All documents will be photocopied. If photocopying is not allowed for a particular piece of documentation, then LHA will be required to make a notation in the file regarding the document which was viewed.
4. **Family Certification:** Under limited circumstances, if the nature of the information cannot be documented or independently verified, LHA may accept a certification from the family by submitting a statement in writing. LHA will use its best judgment to determine whether the family should be able to provide documentation of certain information.
5. **Release of Information:** Families will be required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice and other appropriate forms of verification not covered under the HUD form 9886. The signatures should be updated at each annual or biennial re-examination.
6. **Family refusal to cooperate:** Refusing to provide the required verifications will result in denial or termination.

C. **Acceptable Forms of Verification:** The verifications are listed in the order of most to least preferable form of verification. LHA will attempt to obtain the "most" preferable form of verification.

1. **Alimony or Child Support Payments:**
   a. Copy of separation or settlement agreement or divorce decree stating amount and type of support and Payment schedules.
   b. Statement of the party responsible to enforce the payments indicating a record of payment history.
   c. A letter from the person paying the support.
   d. A copy of the latest check. LHA must record the date, amount and number of the check.
   e. Child Support/Alimony certification statement.
   f. Household's signed statement.
2. **Assets Disposed:**
   a. Family's certification as to whether any member disposed of assets for less than fair market value during the two years preceding the effective date of the certification/re-certification.
   and/or
   b. If the family disposed of assets for less than fair market value, a certification that shows:
   c. All assets disposed of for less than FMV;
   d. Date assets were disposed;
   e. Amount family received; and
   f. The asset's market value at the time of disposition.
3. **Assets (Net Current & Non-Liquid):** Under MTW policy, collect enough information to determine the current face value. Only assets that equal to or more than $50,000 face value require verification beyond self-certification. Assets less than $50,000 may be verified with self-certification by the household.

   The Non-MTW program requires that enough information be collected to determine the cash value of the asset and the asset's actual income. Upon HUD implementation of HOTMA, net family assets threshold will change from $5,000 to $50,000. When net family assets are $5,000 or less, then the actual income from the asset is used. When the total net family assets are more than $5,000, the greater of 1) the actual asset income, or 2) the LHA identified passbook savings rate that is multiplied by the asset cash value will be used.

   a. Current balance on savings or checking passbooks, bank account statements, certificates of deposit, bonds or financial statements.
   b. Verification forms, letters or documents from a financial institution.
   c. Quotes from stockbroker or real estate agent.
   d. Real estate tax statements at current market value.
   e. Copies of closing documents.
   f. Appraisals.
   g. Family's notarized statements.
4. **Child Custody:**
   a. Court ordered custody document.
      a. For children in out-of-home foster care, Department of Health and Human Services (DHHS) verification of placement that shows reunification plan is required.
      b. For tenants serving as foster parents, DHHS verification of placement is required.
   b. Divorce decree showing custodial arrangements
   c. Child support order
   d. Other verifications to be determined including student profile record from school or self-certification from custodial parent.
5. **Employment:**
   a. Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings.
   b. Check stubs or earning statements must be current and represent a minimum of 30 days (preferably 3 months) employment unless the participant recently started employment and has not worked a full 30 days.
   c. W-2 forms plus tax return forms.
   d. Employment verification form completed by the employer.
6. **Interest Income and Dividends:**
   a. Account statements, passbooks, etc., providing enough information and signed by the financial Institution.
   b. Brokers' quarterly statements showing the value of the stocks or bonds and the earnings credited the applicant.
   c. An IRS form 1099.
7. **Interest from the sale of real property pursuant to purchase money mortgage, installment sales contract or similar arrangement:**
   a. A letter from the accountant, attorney, real estate broker, the buyer or financial institution stating the interest due for the next 12 months.
   b. Amortization schedule showing the interest for the 12 months following the effective date.
   c. A copy of the check paid by the buyer to the applicant is not sufficient.
8. **Rental Income:**
   a. IRS 1040 with Schedule E.
   b. Copies of latest rent checks, leases or utility bills.
   c. Documentation of family's income and expenses in renting the property which includes expense and income receipts.
   d. Lessee's written statement identifying monthly payments due the family and family affidavit to net income.
9. **Recurring Gifts:**

   a. Adult applicant self-certification signed form that provides the purpose, date and value of gift(s).
10. **Self-Employment (Net Income from a Business):** The following documents will reflect the prior year's income, but LHA must consult with the participant/applicant on the estimated income due for the next 12 months.
    a. IRS Tax Return, form 1040 and any schedules (C - Small Business, E - Rental Property and F- Farm Income).
    b. Accountant's calculation of depreciation expense computed using straight-line depreciation rules.
    c. Financial statements of the business.
    d. Loan application listing income derived from the business during the previous 12 months.
    e. Applicant's accounting statements as to the net income realized from the business during the previous years.
11. **Social Security, Pensions, Disability and Unemployment Income:**
    a. Computer links.
    b. Benefit verification form completed by the agency providing the benefits.
    c. Award or benefit notification letters.
12. **Welfare:** Records obtained via LHA's computer link or directly from the Department of Health and Human Services.
13. **Zero income Status:** Families reporting no income or unrealistically low income will be required to sign an affidavit of unemployment, zero income affidavit, monthly expense sheet, and/or "survival" statement.
14. **Deductions:** Effective April 1, 2008 all deductions except deductions provided under the Hardship TTP will be eliminated according to the MTW policy changes. Under the Hardship TTP the household will provide a written statement regarding the previous allowable deductions describing if they have remained the same or are expected to increase.
15. **Social Security numbers:**
    a. Social Security card; or
    b. A written statement from the Social Security Administration verifying the name and Social Security number; or
    c. An original document from a federal or state government agency which contains the individual's name and social security number along with identifying information of the individual such as address, date of birth and etc.
16. **Citizenship or National Status:**
    a. Individuals born outside of the United States–a birth certificate, U.S. passport, or naturalization papers; and
    b. Signed declaration of 214 status provided by the family for each household member and a copy of the Social Security card.
    c. Non-citizens in eligible immigration status–provide USCIS card or documentation containing an alien registration number and a signed verification consent form. LHA will complete a verification on the SAVE system.
    d. A non-citizen claiming eligible immigration status who is at least 62 years of age needs proof of age only. A USCIS card or documentation of alien registration is not required.
17. **Full Time Student Status:**
    a. Written verification from the registrars' office or appropriate school official.
    b. School record indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

18. **Medical Need for Larger Unit:** A medical source must provide a written certification there is a need to provide a larger unit as a reasonable accommodation for a disability.
19. **Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking:** A family member must complete and submit form HUD-5382 or information provided in lieu of the certification within 14 business days of receiving a written request by LHA. If this information conflicts with other existing information, LHA will also request additional third-party documentation to confirm the certification.
    b. Verification may include but is not limited to a Federal, State, tribal territorial or local police or court record; or documentation signed by an employee, agent or volunteer service provider, an attorney or medical profession whom the victim has sought assistance in addressing the violence issues.
    c. If the victim does not provide a complete and accurate certification within 14 business days or request an extension from LHA, none of the protections afforded to victims of domestic violence, dating violence, or stalking shall apply.

SECTION X
RE-EXAMINATIONS
24 CFR 982.516

A. **Re-Examinations:** LHA will conduct annual re-examinations, unless otherwise noted in the Moving to Work biennial re-examination policy.
   1. **Overview**
      a. Re-examinations are conducted on the household's income and family composition in order to determine the appropriate Total Tenant Payment, Unit Size and Tenant Rent.
      b. A Personal Declaration form, authorization of release form, and other required forms must be completed by each participant family at each annual re-exam.
      c. LHA will assist the family with completing the required forms upon request.
      d. The family will be provided notification ninety (90) calendar days prior to the anniversary date to allow the family adequate notice to complete the re-exam process. Anniversary date is defined in the definition section of this plan.
      e. In addition, LHA may shorten an annual re-examination date to balance workload or to coincide with other annual functions such as matching with tax credit certification so that both activities occur at the same time.
   2. **Moving to Work (MTW) biennial re-examinations for elderly and disabled households:**
      a. Starting April 1, 2009, LHA will conduct re-examinations of an elderly or disabled household at least every two years.
      b. An elderly or disabled household is any family where the head, spouse, co-head or sole member is at least 62 years of age or a person with a disability as defined by Social Security Administration.
   3. Moving to Work (MTW) biennial re-examination for non-elderly and non-disabled households:
      a. Starting July 1, 2025 (or 3 months after the MTW plan approval if approved after April 1, 2025) LHA will conduct re-examinations of all households at least every two years.
      b. For current head of households on an annual review cycle, those with a tenant ID ending in 0, 1, 2, 3 and 4 will continue to have their next re-exam according to the month the re-examination is due between 2025 and 2026. Those with a tenant ID ending in 5, 6, 7, 8 and 9 will have their next re-exam according to the month the re-examination is due but the following year, between 2026 and 2027.
   4. **Family Responsibilities:** The family is responsible to cooperate with LHA to complete the annual or biennial re-exam accurately and timely.
      a. LHA will provide the family a minimum of two (2) notification letters to complete an annual or biennial re-exam.
      b. The first and second notification letters will allow the family to respond to LHA within ten (10) calendar days and complete the interview and eligibility process no later than 30 calendar days prior to the recertification due date.
      c. Should the family fail to comply with the re-exam process within ten (10) days of the second notification letter, the family may be terminated from the program.
      d. A third letter will be sent to the family stating the termination date and right to an informal hearing.

e. Reinstatement is not an option after the termination date, and the family must re-apply for assistance.
f. Reinstatement is possible for a participant with disabilities who fails to comply with responding to the process for a reason related to their disability.

5. **LHA Responsibilities:** It will be LHA's responsibility to send the notification letters in accordance with the following:
   a. 1st Notification letter: LHA should send to family within a minimum of 90 calendar days prior to anniversary date.
   b. 2nd Notification letter: LHA should submit to family within 5 working days of family's failure to respond to the request(s) of 1st notification letter or the family's failure to complete the requirements of the re-exam within 10 calendar days.
   c. 3rd letter (termination): LHA should submit no later than 5 working days from the family's failure to meet the requests on the 2nd notification letter or no later the 30 calendar days prior to the recertification date whichever is shorter.
6. **Zero Income:** Families who claim zero income must provide a written declaration as to how they are paying their bills with zero income. These families will be required to cooperate with quarterly income re-certifications and rents will be changed according to the changes.

B. **Interim Re-Examination:**

1. **Overview**
   a. Under certain circumstances LHA will re-examine a family's income and/or composition between annual or biennial re-examinations.
   b. LHA will complete interim re-examinations at the participant's written request and when there is a household composition change.
   c. LHA will accept other forms of communication other than writing to accommodate a disability.
   d. Decreases in family income and household composition will always be re-certified during an interim re-examination.
   e. If a re-examination is completed between an annual or biennial re-examination, it is considered an interim.
   f. Changes to the tenant rent will be made effective the month after LHA receives adequate verification.
2. **Family Composition Changes:** LHA will review eligibility requirements pertaining to the changes in adding or deleting a household member.
   a. Decreases in Housing Composition of Participants:
      - The family must report in writing within thirty (30) calendar days all household composition changes that result in the removal of a household member.
      - The household must provide verification to establish new residence of any departing household member over the age of 18. See Section VII.E.1. for verification requirements.
      - Previously verified household income will be used to redetermine household income without the departed member.
        - Prior to the interim, the family may request all household income be verified and used to determine eligibility and household rent portion. When this occurs, all household income must be verified.
   b. Increases in Household Composition for Participants
      - LHA must review and approve eligibility of an additional person in the unit.

- Before any new member age 18 or older occupies the unit, the family must obtain prior written approval from the owner and LHA.
- Prior approval is not required for additions by birth, adoption, or court-awarded custody; however, the family must inform LHA in writing **within 30 calendar days of the birth, adoption, or court-awarded custody.**
- Requests by the family to add household members will only be approved if the added person meets all eligibility criteria and provides all required new admission documentation.
- If a new family member age 18 or older is added to the unit, only that person's income will be verified. Once verified, it will be added to the last verified family income to determine eligibility and the household's rent portion.
    - Prior to the interim, the family may request all household income be verified and used to determine eligibility and household rent portion during the interim. When this occurs, all household income must be verified.
- If a new family member is under age 18, LHA will only verify and add to the household income any disability benefits, ADC benefits, child support payments or any other non-wage income related to the new family member.
    - Prior to the interim, the family may request all household income is verified and used to determine eligibility and household rent portion. When this occurs, all household income must be verified.
- If the family fails to report a household composition change timely or fails to cooperate with the eligibility determination process, it will be considered untimely reporting.
    - LHA will conduct an interim re-exam and charge retroactive rent if the participant fails to report changes in writing within the required time frames or caused an unreasonable delay in interim re-examination processing.
    - Untimely reporting will result in the entire household's income being verified and rent portion being redetermined.
    - LHA will accept other forms of communication other than writing to accommodate a disability.
    - Increases in tenant rent will be effective retroactive to the date it would have been effective had it been reported timely.
    - Decreases in tenant rent will be effective on the first of the month follow the month the change is verified.
    - Untimely reporting may result in the family being required to sign a repayment agreement or having assistance terminated with a repayment agreement.
- Any additions not reported will be considered unauthorized household members.
    - Having unauthorized household members will result in the entire household's income being verified and rent portion being redetermined.

        - Having unauthorized household members may result in the family being required to sign a repayment agreement or having assistance terminated with a repayment agreement.
    - LHA will accept other forms of communication other than writing to accommodate a disability.

3. **Other Changes:**
    a. A family may request in writing an interim to be completed for a decrease in income or other change in circumstances.
    b. The family will be required to report all related changes.
    c. Changes to the tenant rent will be made effective the month after LHA receives the required verifications.
    d. LHA cannot complete the interim calculations until after LHA has secured all required verifications.
    e. LHA will accept other forms of communication other than writing to accommodate a disability.
4. **Income increase:**
    a. If the family's income increases without a change in family composition, then LHA will wait until the annual or biennial re-examination to re-determine any possible rent increase.
    b. Participants are required to report any changes in income at the next annual or biennial re-exam.
    c. Families who report zero income will be required to report income changes at their quarterly certification and rents will be changes accordingly.
5. **Income decrease:**
    a. Moving to Work demonstration:
        - If a family reports an income decrease, LHA will review with the family if there are other related changes which should be considered when determining the rent adjustment.
        - LHA will verify the income decrease and any replacement income that the family will receive.
        - A decrease in the tenant's rent share will only occur if the replacement income is less than the amount of income they have lost.
    b. Non-MTW voucher program:
        - If a family reports an income decrease, LHA will review with the family all related changes, obtain appropriate verifications and the rent adjustment will be effective the month following the reported decreased in income.
    c. LHA will not lower rent for payments due to a temporary loss of income of one month (30 days) or less duration.
6. **Temporary or Sporadic Employment**:
    a. If a person works temporary or sporadic employment for the past 12 months, LHA will anticipate the next 12 months earnings using the past income to reflect the future income.
    b. If the person has not been enrolled with temporary or sporadic work on a consistent basis (less than 12 months), then LHA will anticipate the income on a quarterly basis, completing interims quarterly regardless of the increase or decrease of income.

C. **Moving to Work Interim Policies**

1. **Minimum Earned Income (MEI) Exemption:**
    a. The family is required to immediately report any changes in their MEI exemptions.
    b. LHA will conduct an interim income review if a participant's household member no longer qualifies for an exemption from the Minimum Earned Income policy for any reason other than employment or successful completion or graduation from any approved self-sufficiency program or education program.
        - For example, if a participant is terminated from a self-sufficiency program for failure to cooperate with program guidelines, LHA will complete an income interim re-examination to include Minimum Earned Income in the calculation of Annual Income. If a participant successfully completes an approved self-sufficiency program or graduates from an education program, the MEI exemption and household member's income will not be re-examined until the next annual or biennial re-examination.
2. **90 Day Rule:**
    a. If a family member has reduced or terminated employment, LHA will make the rent decrease 90 days after the month the decrease occurred or after all verifications are received, whichever occurs last.
    b. Hardship Provision: The 90-day rule is not implemented if
        - the employment income was reduced or terminated due to the employer's reduction in workforce; or
        - the previously employed family member is elderly, disabled, a VASH participant; or
        - the participant qualifies for one of the Minimum Earned Income exemptions (found in Section VII, paragraph B.1 (a-g) except the self-sufficiency exemption.
        - the reduced employment income was from a secondary part-time job when a primary full-time job is still intact.
3. **Failure to Report Changes Timely**:
    a. LHA will conduct an interim re-exam and charge retroactive rent if the participant fails to report changes in writing within the required time frames or caused an unreasonable delay (not complying with requirements in notification letters from LHA regarding processing the interim) in interim re-examination processing.
    b. LHA will accept other forms of communication other than writing to accommodate a disability.
    c. Increases in tenant rent will be effective retroactive to the date it would have been effective had it been reported timely.
    d. Decreases in tenant rent will be effective on the first of the month follow the month the change is verified.
4. **Temporary Income Period:**
    a. LHA will complete an interim re-exam if the tenant rent payment was calculated for a temporary period of income.
        - For Example: A household member submits a doctor statement that they will not be able to work for 2 months. An interim was completed and two months' rent reflected zero income. The third month will have another interim adding the employment income back into the TTP.
    b. When possible LHA will issue concurrent notices on lowering the rent and one increasing the rent effective on the predicted date the client returns to work.

Section XI
National Standards for the Physical Inspection of Real Estate (NSPIRE) Housing Quality Standards (HQS)
(24 CFR 982.401; 24 CFR 5.703–5.705)

LHA will follow the requirements for minimum housing quality standards as stated in 24 CFR Part 5, Subpart G, and applicable NSPIRE standards. Inspectors will use the applicable HUD NSPIRE inspection checklist. Under the Moving to Work agreement, LHA will perform all required inspections, including properties owned or managed by LHA.
~~LHA will follow the requirements for minimum housing quality standards as stated in 24 CFR 982.401. Inspectors will use the HUD Inspection form HUD-52580. Under the Moving to Work agreement, LHA will perform all Housing Quality Standard (HQS) inspections including properties owned or managed by LHA.~~

LHA will follow HUD's applicable housing quality requirements and NSPIRE standards for the Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) programs. Inspectors will use HUD's NSPIRE HCV/PBV Inspection Checklist or another inspection tool that meets HUD's current NSPIRE standards. Under the Moving to Work agreement, LHA will ensure all required inspections are completed, including inspections of properties owned or managed by LHA. Inspections of LHA-owned housing will be conducted by an independent entity as required by HUD.

The HCV and PBV regulations may continue to use the term Housing Quality Standards (HQS). In this section, HQS and NSPIRE refer to the applicable housing quality and inspection requirements. The terms may be used interchangeably.

A. **NSPIRE Inspectable Areas:**
   1. **Unit:** The individual housing unit occupied or to be occupied by the HCV/PBV participant.
   2. **Inside:** Common areas inside the property that serve or are associated with the assisted unit.
   3. **Outside:** Exterior areas that serve or are associated with the assisted unit.

B. **HQS Variations and Clarifications by LHA:**
   1. **Amenities:**
      a. If amenities such as dishwasher, garbage disposals, ceiling fans and etc., are present in the unit, they must be in proper working order.
      b. In situations where both the tenant and landlord agree to remove an amenity item rather than repair or replace it, then rent reasonableness for the unit must be re-evaluated by LHA to determine if the contract rent is still reasonable due to the removal of the amenity item.
   2. **Bathroom:**
      a. Wall mounted basins must be secured.
      b. Must have a door. Door may be removed to accommodate a disability.
      c. No open light sockets allowed.
   3. **Bedroom:**
      a. To qualify as a bedroom, the room must:

- be at least 70 square feet; and
- have a proper egress window within the Lincoln city code standards; and
- have an overhead light and one (1) outlet, or no overhead light and two (2) outlets; and
- have adequate heat provided by a direct or indirect heat source.

b. Any room can be considered a sleeping room as long as it:
   - contains at least one window and two electrical outlets (a permanent overhead or wall-mounted fixture can count as one of the required outlets);
   - The area size is at least 70 square feet; and
   - at least one bedroom window with egress (according to city code) must be able to open.

c. For a unit with more than one bedroom, there must be bedroom doors that open, close and latch for privacy.

d. A "pass through" room will be considered a bedroom if it meets the bedroom criteria listed above which includes having latching doors between the adjoining rooms.

e. In accordance with the International Residential Code bedrooms must have a ceiling height of not less than 7 feet unless the bedroom is in a remodeled basement and then it must have a height of not less than 6'8".
   - For bedrooms with sloped ceilings, at least 50 percent of the required floor area of the room must have a ceiling height of at least 7 feet and no portion of required floor area may have a ceiling height of less than 5 feet.
   - For rooms built as bedrooms at original construction, ceiling height must be a minimum of 6'8".

f. A room with a half wall such as a "loft" room is acceptable as a bedroom as long as the room meets all the other bedroom requirements established in this plan and HQS regulations.

4. **Cabinets:**
   a. Cabinets must be in proper working order including any doors and drawers in place.
   b. If cabinet doors or drawers are removed via tenant preference, then they must be free of any safety hazard left by the exposed area.
5. **Caulking:** Caulking must be maintained when required to prevent water infiltration.
6. **Ceiling:**
   a. At initial/lease-up Inspection, the unit shall not have any missing or broken ceiling tiles in any room.
   ~~b. Globes on all light fixtures may be removed as long as there are no exposed wires or other safety hazards.~~
7. **Electrical Panel:** Access to the electrical panel must not be obstructed.
8. **Flooring:**
   ~~a. All floors in rooms used for living must have cleanable and finished floor coverings such as wood, carpet, tile, or linoleum (not unsealed plywood or sub-flooring only.)~~
   ~~b. Flooring in rooms used for living should have no cracks or holes larger than 3" in diameter.~~
   ~~c. No missing or damaged parts such as floorboards, broken tiles, or deteriorated carpets that present a tripping hazard.~~
   ~~d.~~a. No obvious health or safety hazards created by tenant housekeeping including urine, fecal matter, oil, or other hazardous materials in carpets.

9. **Garbage and Debris:** The unit interior and exterior must not have a heavy accumulation of garbage and debris.
    a. Interior: There should be no accumulations that endanger the health and safety of occupants in the building.
        - A safe, continuous and unobstructed path of travel, at least 36" wide is required from rooms to exits.
        - Bedrooms used for sleeping, bathrooms and kitchens should function as designed with use not restricted by heavy accumulations.
    b. Exterior: There should be no heavy accumulation of garbage and debris on site such as boards and other building materials, discarded interior style furniture such as stuffed sofas or chairs, unused or non-working appliances, waste oils, more than 3 discarded tires and/or discarded motor vehicle parts.
        - Unlicensed vehicles will be cited if they are being used for storage, won't be licensed within the next 30 days, and are inoperable.
        - Garages, sheds, and outbuildings on the property may be used for storage provided accumulations do not endanger the health and safety of occupants.
    c. Trash must be picked up on a routine basis.

Property must be in compliance with the city and/or county ordinance on weeds and vegetation.

10. **Heating and Cooling:**
    a. Interior spaces with a primary purpose associated with human comfort must have an active or passive space-heating system capable of maintaining a minimum indoor temperature of 68 degrees between October 1 and March 31.
    b. Portable space heaters cannot be used to achieve compliance with minimum heating requirements.
    c. If a cooling system is present, it must be safe and properly operating.
11. **House/Unit Numbers:**
    a. House or unit numbers should be clearly marked and visible from the street.
    b. The numbers should be clear enough so that emergency personnel can quickly locate the property.
12. **Kitchen Appliances:** All appliances, if furnished by the owner, must be in proper working order.
    a. Stoves & Ovens:
        - Stove/Oven handle must be present.
        - Stove/Oven knobs must be readable.
        - Gas Stove/Oven must have self-igniting source.
    b. Refrigerator
        - Must have enough shelving to provide adequate food storage for the household.
        - Handle not required but if present, cannot be broken.
13. **Plumbing:**
    a. When turning on a faucet, hot water must be to the left and cold water to the right.
    b. Water heater discharge pipe must be no more than 6 inches or no less than 2 inches inches from the waste receptor floor-level, the discharge end cannot be threaded, and the diameter of the pipe cannot be reduced.
14. **Smoke Detectors:**
    c. Must be installed in each the following locations:

- Located on each level of the unit including basements but excluding crawl spaces and unfinished attics.
- Installed outside of each separate sleeping area in the immediate vicinity of the bedrooms.
- Installed inside every bedroom

d. In addition to requirements previously listed, specific requirements for Battery-Powered Smoke alarms:
- Sealed batteries: The batteries must be non-replaceable, and tamper proof.
- Batteries must last for ten years without need for replacement.
- Units built after December 2024 must be hardwired.

~~c. Must be installed in each of the following locations:~~
- ~~Located on each level of the unit including basements but excluding crawl spaces and unfinished attics.~~
- ~~Must be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms.~~
- ~~Installed inside every bedroom~~

~~d. In addition to requirements previously listed, specific requirements for Battery-Powered Smoke alarms:~~
- ~~Sealed batteries: The batteries must be non-replaceable, and tamper proof.~~
- ~~Batteries must last for ten years without need for replacement.~~
- ~~Units built after December 2024 must be hardwired.~~

15. Carbon Monoxide Detectors:
    a. Units with fire-fueled or fire-burning appliances or an attached garage must have at least one carbon monoxide detection device in operating condition; and
        - Carbon monoxide detectors must be on each level of the unit including basements.
        - Must be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms.
        - Device shall not be placed right next to or over a fireplace or fuel burning appliance.
16. **Walls:**
    a. All interior walls must be painted.
17. **Windows and Screens:**
    a. The window size requirements must follow Lincoln city code for egress purposes.
    b. ~~All windows on the first floor must have locks.~~
    ~~c. All windows required for egress or proper ventilation must open and close properly.~~
    ~~d. At initial/lease-up inspection, LHA will require a minimum of one screen, per room used for living.~~
    ~~e. Any screen present must not have any cut hazards.~~

B. Habitability Requirements:

2. Units and applicable inside and outside areas must meet HUD's applicable NSPIRE requirements and be free of health and safety hazards. These requirements address conditions such as carbon monoxide, electrical hazards, extreme temperatures, fire hazards, garbage and debris, handrails, infestations, lead-based paint, mold, and structural conditions.

C. Life-Threatening Deficiencies: HUD previously required the PHA to define life-threatening conditions in the administrative plan. The NSPIRE standards now describe those conditions which are considered life-threatening and must be corrected within twenty-four (24) hours.

The following are a list of life-threatening deficiencies under NSPIRE:

Inspectable Item:	Deficiency:
Call-for-Aid System	System is blocked, or the pull cord is higher than 6 inches off the floor.
Call-for-Aid System	System does not function properly.
Carbon Monoxide Alarm	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.
Carbon Monoxide Alarm	Carbon monoxide alarm is obstructed.
Carbon Monoxide Alarm	Carbon monoxide alarm does not produce an audio or visual alarm when tested.
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.
Chimney	Chimney exhibits signs of structural failure.
Dryer Exhaust	Electric dryer transition duct is detached or missing.
Dryer Exhaust	Gas dryer transition duct is detached or missing.
Dryer Exhaust	Electric dryer exhaust ventilation system has restricted airflow.
Dryer Exhaust	Dryer transition duct is constructed of unsuitable material.
Dryer Exhaust	Gas dryer exhaust ventilation system has restricted airflow.
Door- Entry	Entry door is missing.
Door-Fire Labeled	Fire labeled door is missing.
Egress	Obstructed means of egress.
Egress	Sleeping Room on 3rd Floor or Below has obstructed rescue Opening.
Egress	Fire Escape Is Obstructed.
Electrical Conductors	Outlet or switch is damaged.
Electrical Conductors	Exposed electrical conductor.

Electrical Conductors	Water is currently in contact with an electrical conductor.
Electrical Panel	Overcurrent Protection Device Is Damaged.
Exit Sign	Exit sign is damaged, missing, obstructed, or not adequately illuminated.
Fire Escape	Fire escape component is damaged or missing.
Fire Extinguisher	Fire extinguisher pressure gauge reads over or under-charged.
Fire Extinguisher	Fire extinguisher service tag is missing, illegible, or expired.
Fire Extinguisher	Fire extinguisher is damaged or missing.
Flammable Items	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel burning water heater; OR improperly stored chemicals.
Guardrail	Guardrail is Missing or Not Installed.
Guardrail	Guardrail is Not Functionally Adequate.
HVAC	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.
HVAC	Unvented space heater that burns gas, oil, or kerosene is present.
HVAC	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.
HVAC	A fuel burning heating system or device is present AND an exhaust vent is misaligned, blocked, disconnected, or improperly connected through to the ceiling or wall OR an exhaust vent is damaged OR exhaust vent is missing.
Leaks- Gas/Oil	There is evidence of a gas, propane, or oil leak OR there is an uncapped gas or fuel supply line.
Mold-Like Substance	Presence of Extremely High Levels of Mold-Like Substances.
Smoke Alarm	A smoke alarm is not installed inside each bedroom AND a smoke alarm is not installed outside the bedroom(s) AND smoke alarm is not installed on each level.
Smoke Alarm	Smoke alarm is obstructed.
Smoke Alarm	Smoke Alarm does not Produce Alarm When Tested.
Sprinkler Assembly	Sprinkler-head is obstructed within 18” of the head.
Sprinkler Assembly	Sprinkler assembly component is missing, damaged, or inoperable.

Sprinkler Assembly	Sprinkler assembly has evidence of corrosion.
Sprinkler Assembly	Sprinkler assembly has evidence of foreign material.
Structural System	Structural System Exhibits Signs of Structural Failure.
Toilet	Only 1 toilet was installed, and it is missing
Water Heater	Chimney or flue piping is blocked, misaligned, or missing.
Water Heater	Gas Shut Off Valve is damaged, missing, or not installed.

In addition to those listed under the NSPIRE standards, the following are considered life-threatening conditions:

- Utilities not in service, including no running hot water
- Only 1 toilet is installed and it is inoperable

D. Initial/Lease-Up Inspections:

1. Initial inspections will be scheduled at the participant's request as promptly as schedules permit, usually within 5 to 10 business days.
2. Initial inspections may be submitted up to 45 days prior to the requested inspection date. If scheduled in advance with a requested delay by the participant, the initial inspection must be completed within the 45-day time frame.
3. Inspections will not be conducted unless the unit is vacant or occupied by the voucher applicant/participant who will be residing in the unit and all utilities are in service.
4. Initial inspections will be scheduled once the completed request for inspection form is submitted to the Inspections Department.
    a. If the form is incomplete or additional documentation is required:
        - The owner will be notified and must return documents within 5 business days.
        - If documents are not received, the tenant and landlord will be notified the inspection cannot be scheduled. Participant would need to search for a new unit or resubmit once completed.
5. Units with Housing Quality Standard (HQS) defects prior to lease-up will be temporarily denied from the program and the owner will be notified by mail of the required corrective action and expected completion date to secure approval.
6. Applicants and participants will be encouraged to search for another unit should the repairs exceed 30 calendar days.

E. Annual Inspections: HQS Inspections will be performed annually unless eligible for the Inspection Incentive or Moving to Work Inspection Incentive.

1. **Corrective Actions:** ~~Owners will be notified of their responsibility for corrective actions and allowed 30 calendar days to complete most repairs.~~ Owners will be notified of their responsibility for corrective actions. Life-threatening deficiencies must be corrected within

24 hours of notification. Owners will generally be allowed 30 calendar days to correct other deficiencies

a. ~~The owner is not responsible for HQS breaches caused by the family.~~ The owner is responsible for correcting failed items, unless LHA determines that the deficiency is the family's responsibility or waives the owner's responsibility as permitted by HUD.

~~a.~~

~~b. The owner may correct all failed items, regardless of who caused the actual damage or determine which failed items were caused by the tenant and require the tenant to make the repairs.~~

2. **Time frames to correct the deficiencies:**
   a. LHA will give the responsible parties a reasonable amount of time to correct the deficiencies.
   b. 24 hours will be given to correct all repairs considered life-threatening.
   c. ~~72 hours for repair of refrigerator, range or oven or a major plumbing fixture supplied by the owner.~~
   d. No more than 30 calendar days will be provided to correct all other repairs.
   ~~e.~~ Extensions may be granted for non-life-threatening deficiencies when approved by LHA in accordance with HUD requirements and LHA policy. Supporting documentation may be required to justify the extension.~~Extensions may be granted with supporting evidence that a delay in the repair is beyond the responsible party's control.~~
3. **Corrections of deficiencies:**
   a. Owner/Tenant must notify LHA when the repairs have been corrected.
   b. The Inspector will conduct a reinspection using the original inspection form dating and initialing the items which have been corrected.
   c. If at the time of the re-inspection, the repairs ~~were~~are not complete, LHA will determine who is responsible for the repairs.
   d. Failure by owner to correct the "owner-caused" deficiencies within the required time frame can result in abatement of the Housing Assistance Payment (HAP) until the correction and re-inspection is completed.
      - The owner will be given notice when the HAP contract will be terminated.
   e. Failure by the tenant to correct "tenant-caused" deficiencies within the established time frames can result in termination of assistance.
      - LHA will not hold the owner responsible for a breach in HQS if it is determined to be caused by the family.
4. **Abatement:** ~~When it has been determined a unit on the program fails to meet the Housing Quality Standards and the owner has been given opportunity to correct the problem(s) but does not do so within the time frame established by LHA (up to 30 days), the rent for the unit may be abated for up to 30 days prior to the contract termination.~~ If the owner fails to correct deficiencies within the required time frame, LHA will abate HAP in accordance with HUD requirements. If the unit remains noncompliant, LHA will terminate the HAP contract within 60 days after the determination of noncompliance, unless LHA establishes a reasonable longer period in accordance with HUD requirements.
   a. LHA will notify the owner and participant of abatement.
   ~~b. The decision to abate HAP monies to an owner for HQS non-compliance will be final.~~
   b. HAP will resume if the owner corrects the deficiencies and the unit meets applicable requirements within the allowed period. Payments will not be made for the period during which HAP was abated.

c. If the owner fails to correct the deficiencies within the required timeframe, LHA will terminate the HAP contract.~~Any abated monies will not be reimbursed to an owner except by approval of the Supervisor or Manager.~~

~~c.~~ Tenants cannot be charged for HAP withheld or abated due to owner noncompliance.

F. Scheduling Annual and Re-Inspections: Annual inspections will be scheduled by the Inspection Department.

1. LHA will conduct an annual unit inspection at least once a year from last passed inspection date for non-MTW programs and by the next re-examination date for MTW programs.
2. If the household is on a biennial re-examination schedule under the MTW policy, the household's unit must still be inspected by the next year's re-examination date even if their annual re-examination is by-passed due to their status as elderly, disabled or hardship household.
3. The annual inspection may be waived if the unit is eligible Inspection Incentive policy.
   a. Inspection Incentive policy:
      - The Inspection Incentive policy provides tenants and owners the opportunity to be rewarded for maintaining their assisted units in compliance with Housing Quality Standards (HQS) by having the required HQS annual inspection by-passed for one year.
      - If at any annual or initial "pick-up" inspection the unit is in 100% HQS compliance at the first inspection, the next annual HQS inspection for this unit with the same tenant may be waived for one year.
4. Special Inspection: If at any time a unit requires a special inspection the "inspection incentive" is revoked and the unit must have an annual inspection completed within 12 months of the prior passed inspection.
5. Under MTW program, LHA will use an alternate form, Request for Inspections and Unit Information, in lieu of the HUD Request for Tenancy Approval form, HUD-52517.
6. When necessary, one re-inspection will be scheduled within 30 days.
7. Letters will be sent to the participant and respective owner notifying them of their scheduled annual inspection date.
   a. The letters will include
      - the participant's obligation to cooperate with annual inspections;
      - the benefit to the owner and participant in completing timely inspections including timely renewal of their HAP; and
      - the owner's responsibility to provide the tenant proper notice to inspect the unit without the tenant's presence.
8. LHA Inspectors will enter the unit in absence of the tenant if the owner is or another authorized person is present.

G. Missed Appointments:

1. **First~~-~~-Missed Appointment:**
   a. In the event the first Annual inspection or re-inspection appointment is not completed due to the absence of the participant or their designated representative, a letter to the participant will be generated.
   b. For annual inspections, another scheduled inspection date will be established by LHA, and the participant must cooperate with enabling LHA to complete the inspection on the pre-assigned date.

c. If it is a recheck, a letter will be sent requesting the participant to contact LHA within five (5) business days.

2. **Second Missed Appointment:**
   a. In the event a second Annual inspection or re-inspection cannot be completed due to the participant failure to cooperate with completing the inspection a termination notice will be sent with the right to an informal hearing.
   b. Good cause can be determined on the information provided by the participant and case worker along with knowledge of the participant's ability to meet their obligations.
   c. If good cause exists prior to termination date, another appointment will be scheduled.
   d. The participant will be terminated if the participant fails to provide "good cause" for missing a second appointment.

H. Re-Inspection on Required HQS Corrections: LHA must verify that all HQS deficiencies are corrected by the owners and/or tenants in a proper and timely manner.

1. ~~**Initial or**~~ **Project-Based unit inspections:** LHA will verify all HQS deficiencies that have been corrected via an onsite unit reinspection for initial occupancy and project-based unit inspections.
2. **Initial, Annual or Complaint re-inspections:** If an annual or complaint inspection identifies HQS deficiencies, under the guidance of HUD notice PIH 2013-17, LHA has the option to verify that the HQS deficiencies have been corrected through other methods rather than an onsite re-inspection. LHA will use one of the three following methods to verify that HQS deficiencies corrections have been completed:
   a. Conduct an onsite unit re-inspection by LHA or authorized representative;
   b. Provide a written statement or receipt from a vendor or contractor (not employed by the landlord) proving the deficiency was corrected.
   c. Provide a photo and/or written certification signed by the tenant and landlord; or
      - Photo re-inspections: LHA will accept photos to re-check HQS deficiencies identified at annual and complaint inspections when the photo can clearly demonstrate the HQS deficiency item is in program compliance.
        - The photo must be submitted to LHA electronically in a .jpg or .tif format with a resolution of at least 300dpi.
        - The HQS deficiency will be considered corrected on the date LHA receives a sufficient photo.
        - LHA does not accept responsibility for electronic mail loss or delay.
        - ~~o~~ LHA cannot accept photos alone to verify smoke alarm or carbon monoxide detector repairs. A video may be submitted instead but must clearly show the device's operation and placement to verify compliance with requirements.~~The following are examples of HQS deficiencies that cannot be reinspected through photo verification:~~
          - ~~smoke detectors not operating properly;~~
          - ~~exterior or security doors not latching or locking;~~
          - ~~windows not operating properly;~~
          - ~~electrical items not operating properly; or~~
          - ~~insufficient heating or cooling.~~

- Written certification: The written certification shall specifically describe the HQS deficiency item and correction so it can be easily matched with the Inspection HQS Deficiency letter.
    - The HQS deficiency will be considered corrected on the date LHA receives a signed certification from both the tenant and landlord.
    - LHA does not accept responsibility for electronic mail loss or delay.

d. LHA will make the final decision on when an onsite re-inspection is necessary to determine that a HQS deficiency has been satisfactorily corrected.

I. Complaint inspections: Complaint inspections can be made at the request of either the owner or participant. A determination on the seriousness of the alleged Housing Quality Standard violation will be made by the Inspections Department.

1. **Non-Life-threatening condition complaints:**
    a. A complaint inspection will only be done when it is determined the person responsible for the repairs has been given reasonable opportunity by the complainant to make repairs.
    b. The tenant must submit the complaint of the defect to the owner in writing while providing a copy of the letter to LHA.
    c. If the owner fails to correct the problem within a reasonable time (typically 10-14 days), the tenant should contact LHA to schedule the complaint inspection (typically scheduled for the next business day) to determine if the unit is in compliance a Housing Quality Standards (HQS).
    d. Should the owner at any time indicate they are not willing to fix the defects within the specified period, abatement may be waived or shortened at LHA's discretion, and a termination notice will be sent allowing the participant a reasonable time to locate a unit.
2. **Life-Threatening condition complaints:** If LHA receives a complaint regarding a life-threatening ~~condition~~condition, then either:
    a. a complaint inspection will be conducted within 24 hours of the received complaint, or
    b. LHA will use its option of immediately issuing a notice of non-compliance with Housing Quality Standards based on the tenant's statement or from another verified source such as a utility company, fire report or etc.
3. **HQS Violation Cited:** If the result of a complaint inspection indicates there is an HQS violation, the inspector will determine whether the owner or participant is responsible to make the correction.
    a. **Owner Corrections:** The owner will be notified of the violation and given time to make the corrections based on the type of violation as follows:
        - 24 hours for ~~no hot or cold water, no heat, no electricity, entrance/exit not secured or any other condition which is imminently hazardous to life.~~
        - ~~Notification on 24-hour defects will be made by phone, fax, e-mail or in person whenever possible.~~any Life-Threatening defects.
        - ~~72 hours for repair of refrigerator, range or oven or a major plumbing fixture supplied by the owner.~~
        - Up to 30 days for all other repairs.

- Failure on the part of the owner to make corrections can result in abatement and constitute grounds for possible termination of the Housing Assistance Payment (HAP) contract by LHA.
  - If the contract is terminated, the participant will be issued a voucher to move.
- It will be the responsibility of the participant to allow the owner to make required repairs in an expedited fashion so the owner can fulfill his responsibility under the HAP Contract within the requested time frame.

b. **Participant Corrections:** The participant will be notified in the mail of the violation and given time to make their corrections based on the type of violation as follows:
   - 24 hours for ~~a condition which is imminently hazardous to life.~~Life-Threatening defects.
     - ~~They may also be issued a 48- or 72-hour notice for non-compliance with HQS at the inspector's discretion.~~
   - Failure to pay for any utilities the owner is not required to pay.
     - Participants will be given a 24-hour notice to restore utilities.
   - Failure to maintain any appliances the owner is not required to provide.
     - ~~Participants will be given a 24-hour notice to restore appliances.~~
     - ~~They may be issued a 48- or 72-hour notice for non-compliance with HQS at the inspector's discretion.~~
   - Up to 30 days for all other repairs.
   - Failure on the part of the participant to make the corrections could result in termination of their rental assistance and participation with the program.

G. Denial of Owner or Property Manager Participation: LHA may deny owner participation in the program when the owner or property manager:

a. has violated obligations under the Section 8 HAP contract.
b. has committed fraud, bribery or any other corrupt or criminal acts.
   - Fraud is willful and intentional deception to obtain monies and/or services which the recipient would not normally be entitled.
c. has a history or practice of non-compliance with Housing Quality Standards.
d. has a history or practice renting units that fail to meet State or local housing codes.
e. has not paid State or local real estate taxes, fines, or assessments.
f. has a history or practice renting units to tenants who are disorderly and interfere with the neighbor's right to peaceful enjoyment.
g. has engaged in drug-trafficking, violent criminal activity or is subject to a lifetime registration requirement under any state sex offender registration program or is registered on the State of Nebraska sex offender registry.
h. is currently employed by Lincoln Housing Authority.
   - Note: LHA employees who were approved to participate in the voucher program as an owner or property manager prior to February 1, 2014 may continue to participate under any pre-existing HAP contracts but may not be approved for any new HAP contracts on or after February 1, 2014.
i. Is found to have engaged in any unsuitable landlord/property manager behavior with tenants or LHA staff or has a conflict of interest as determined by LHA.
   - Includes repeated verbal abuse or threatening behavior directed at tenants or LHA staff.

- Includes sexual harassment defined as demands for sex or sexual acts in order to rent or continue renting a home, and or unwelcome sexual conduct that makes it hard for a tenant to keep living in or feeling comfortable in the unit.
- Includes sexual harassment of LHA staff.

j. does not have a permanent verifiable residence. The owner must own and reside in a property separate from the property being rented to the HCV participant.

k. as directed by HUD.

SECTION XII
LEAD-BASED PAINT
(24 CFR Part 35 Subparts A, B, R & M)

The Lead Safe Housing Rule applies only to pre-1978 units occupied by families with a child under six (6) years old.

A. **Exemptions to Lead Safe Housing Rules:**
   1. Residential property for which construction was completed on or after January 1, 1978;
   2. A zero-bedroom dwelling including a single-room dwelling occupancy (SRO);
   3. Housing for the elderly, or residential property designated exclusively for persons with disabilities, as long as no child under age six (6) is living or is expected to live in the unit; or
   4. Residential property found not to have lead-based paint by a certified lead-based paint inspection, and a copy of the results of a certified test is provided to LHA. Results of additional tests by a certified lead-based paint inspector may be used to refute or confirm the prior finding.

B. **Initial and Annual inspections on pre-1978 units occupied or will be occupied by families with children under six (6) years of age:**
   1. **Visual Assessment**: LHA-trained inspector or other designee will conduct a visual assessment for deteriorated paint surfaces on the dwelling unit and common areas. Common areas include areas where residents must gain access to the unit, areas frequented by resident child under six (6) years of age, including play areas, childcare facilities, garages and fences.
      a. Visual assessment will include looking for deteriorated paint (chipping, cracking, chalking, or paint that is damaged or separated from substrate), visible dust, paint chips or paint debris.
   2. **Paint Stabilization:** If visual assessment indicates there is deteriorated paint and the De Minimis Rule does not apply, then the owner must stabilize the paint as it is an HQS violation.
      a. Paint Stabilization includes:
         - Repair of any physical defect in substrate of painted surface or building component;
            - Examples of defective substrate conditions include dry-rot, moisture-related defects, crumbling plaster, missing siding or other components not securely fastened.
         - Under safe work practices, removal of all loose paint and other loose material from the surface being treated; and
         - Application of new protective coat of paint to the stabilized surface.
      b. **Exception:** A participant can move into the unit prior to paint stabilization and clearance when the inspection indicated a lead-based paint HQS violation on the exterior only, and LHA granted an extension due to weather to remedy the HQS violation.
         - Due to local weather restrictions, LHA will grant exceptions on exterior violations during the months of October 1st - April 30th.
         - Any unit granted an exterior exception from October - April must stabilize the unit and pass inspection by June 30th.

3. **Clearance** is an examination conducted to ensure the site and unit is safe for occupancy.
    a. The examination includes visual assessment and dust wipe testing.
    b. Clearance examinations must be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations.
    c. After the owner stabilizes the paint, the owner will need to provide LHA a copy of the findings from the clearance examination and a completed and signed "Lead Paint Owners Certification" to be in compliance with HQS requirements.
    d. The certification must be provided to LHA prior to occupancy or within thirty (30) days of notification of visual assessment, if already occupied.
    e. The HQS violation is considered closed when LHA receives an executed copy of the Lead-Based Paint Owner's Certification and a copy of the results from the clearance.
4. **Non-Cooperation:** Failure to comply with hazard activities and clearance within 30 days (or later if extension granted for exterior surfaces) of notification constitutes a violation of HQS, and appropriate actions must be taken if a program family occupies the unit.
    a. If the unit is vacant and failed the lead-based paint clearance, the unit may not be occupied by another assisted family, regardless of the ages of the children in the family, until compliance is met with the lead-based paint requirement.

C. **The De Minimis Rule**: Paint stabilization and clearance is not required if disturbed painted surfaces do not exceed:
    1. 20 square feet on exterior surfaces;
    2. Two (2) square feet in any one interior room; or
    3. 10% of the total surface of an interior or exterior-type component with a small surface area (e.g., window sills).

D. **Procedures for Children under age six (6) with Elevated Blood level (EBL):** EBL is a blood level confirmed concentration of lead in the whole blood equal or greater than 5 ug/dL (3.5 ug/dl effective 4/1/2025) (micrograms of lead per deciliter). When LHA is notified that a participating child has EBL the following procedures will be used:
    1. EBL Reports: LHA must verify all EBL reports by contacting either the public health department or medical health care providers. If the report is from a source other than the public health department, LHA must notify the public health department within five (5) working days. LHA must report to the HUD Field Office and HUD Office of Lead Hazard Control and Healthy Homes within five (5) days of notification of the EBL report. LHA must report to the HUD Field Office and HUD Office of Lead Hazard Control and Healthy Homes within 10 business days of any activity deadlines.
    2. EBL Confirmation: Once the EBL is confirmed in writing from the public health department, the Nebraska Department of Health and Human Services (HHS) or medical health care provider, LHA must have an environmental investigation conducted within fifteen (15) days of receipt of the medical notification. An environmental investigation is not required if the public health department or the Nebraska Department of Health and Human Services (HHS) has already conducted an evaluation between the date the child's blood was last sampled and the date LHA received notification on the child's condition.
    3. Environmental Investigation: The environmental investigation is conducted by the public health department, or LHA must hire and pay for a certified risk assessor. Upon completion of the environmental investigation, LHA will provide a report to the owner and require any lead reduction activities to be completed within thirty (30) days. Environmental

Investigation includes on-site risk assessments to determine the existence, nature, severity and location of lead-based paint hazards.

4. Owner Procedures:
    a. The owner must notify building residents of the results of the risk assessment within 15 days of receiving the report from LHA.
    b. The owner must complete reduction of the identified lead-based paint hazards as identified in the risk assessment within 30 days (or date specified by LHA if an extension is granted for exterior surfaces due to weather).
    c. The owner must notify the building residents within fifteen (15) days of the completion of hazard activities.
    d. LHA will consider the owner has complied with the lead reduction activities as prescribed by the risk assessor when the public health department certifies the hazard reduction is completed and a copy of the clearance examination findings and a signed and completed Lead Based Paint Owner's Certification form is provided to LHA.

E. **Owner Responsibilities:**
1. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease and attach disclosure form to the lease.
2. The owner must provide all prospective families with a copy of "Protect Your Family from Lead in Your Home" pamphlet or EPA-approved alternative.
3. Perform paint stabilization using safe work practices according to HUD guidelines.
4. Notify tenants about the conduct of lead hazard reduction activities and clearance when required.
5. Conduct lead hazard reduction activities when required by LHA.
6. Obtain clearance examination on at own expense.
7. Provide LHA a copy of the clearance examination findings and signed and completed Lead Based Paint Owner's certification.
8. Perform ongoing maintenance.
    a. Ongoing maintenance is a visual assessment by the owner for deteriorated paint and failure of any hazard reduction measures at each tenant change and every twelve (12) months of continued occupancy.
    b. A written notice must be provided by the owner to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address and telephone number of the person responsible for accepting the occupant's complaint.

F. **LHA Responsibilities:**
1. Keep a record of the disclosure in the tenant file.
2. Provide a copy of the pamphlet "Protect Your Family from Lead in Your Home" or EPA alternative at the tenant briefing.
3. With a trained inspector, conduct visual assessments at each initial and annual inspection on pre-1978 units that will be or are occupied by children under age six (6).
4. Obtain findings of clearance examination and a signed owner certification from the owners for all required paint stabilization or hazard reduction activities prior to passing HQS inspections.
5. Make notation in the "notes" section of the inspectors' rent reasonableness computer software on all units cited for lead-based paint violations requiring a clearance examination and signed Lead Based Paint Owner's Certification prior to passing HQS even if the household does not have children under age six (6).

6. Attempt to obtain names and addresses of children under age six (6) with an identified EBL from the public health department and match with families on the program. If match occurs, LHA will follow the procedure of notifying the owners and conduct a risk assessment within fifteen (15) days.
7. LHA will report at least quarterly to the public health department a list of addresses of units occupied by children under age six (6) unless the public health department indicates otherwise.
8. Maintain a tracking report for all children with EBL until the child reaches age six (6).
9. All records shall be kept for three (3) years.

G. **Exterior Extensions from October 1 through April 30.**

LHA will not require clearance examinations and owner certifications until June 30th for property inspected from October 1st through April 30th and cited for a HQS violation for exterior paint issues.

1. Owners will be sent notification to contact LHA by April 30th if they plan to meet the exterior paint HQS requirements.
2. The owner's Housing Assistance Payment (HAP) will be abated on July 1st if the Owner fails to comply with the exterior painting and/or clearance requirements. The owner and tenant will be notified that the HAP contract will terminate on July 31st if the unit continues in "abatement" during the entire month of July. The tenant will be given the option to move
3. If at any anytime the owner indicates they do not intend to comply with the Lead Based Paint HQS requirements, the tenants will be given the option to search for a new unit and HAP contracts will be terminated accordingly.

Section XIII
Rent Reasonableness & Rent Increases
(24 CFR 982.305 and 982.507)

A. **Rent Reasonableness:** Rent Reasonableness will be determined by the Inspections Department utilizing a base rent and amenities appraisal of comparable unassisted units.
   1. The base rent plus or minus the amenities plus owner paid utilities determines the reasonable rent.
   2. Under the Moving to Work Agreement, LHA will perform all rent reasonableness determinations including properties owned or managed by LHA.
   3. Accessible Units: Approve higher rents to owners necessary for the provision of accessible units and structural modifications for persons with disabilities.
   4. Base Rent: Base rent will be reviewed annually and is divided into the following seven (7) categories:
      a. New, nice apartments and 60's built duplexes
      b. Built duplexes
      c. Nice older apartments and converted apartments
      d. Older houses
      e. Converted duplexes
      f. Newer homes
      g. Mobile homes
   5. Appraisal: The following amenities and facilities are used to add or subtract dollar value:
      - Square footage
      - Age
      - Condition
      - Location- A dollar value will be added for areas outside of the poverty and minority concentrated census tract areas to promote de-concentration.
      - Dishwasher
      - Disposal
      - Microwave
      - Window A/C
      - Central air
      - Range
      - Refrigerator
      - Washer/Dryer hookups
      - Washer/Dryer
      - Extra bathroom (½, 3/4 or full)
      - Balcony/deck/patio
      - Fireplace/stove
      - Security building
      - Pool
      - Clubhouse
      - Cable TV
      - Basement finished/unfinished
      - Bedroom attic/basement
      - Storage closet/cage
      - Shed
      - Garage
      - Garden level or basement apt.
      - No off street parking
      - Unit not clean
      - Carpet not shampooed
      - Paint- not new or good

B. **Rent Increases:**
   1. The owner may not request a rent increase prior to the expiration of the first term of the lease.
   2. Rent Increases may become effective with a 60-day notice to the family and a copy to LHA.
   3. All rent increases are subject to LHA approval pursuant to rent reasonableness standards and HUD regulations.

C. **Rent Decreases:** LHA will provide the owner and participant with a 60-day notice when it is determined through a rent reasonableness appraisal the contract rents must be reduced.

D. **Comparables:**
   1. **Multi-Unit Comparables:**
      a. If the contract rent cannot be met by LHA's appraisal system, then LHA will consider recent comparable unassisted leases within the same Apartment complex and same bedroom size.
      b. Leases for college students or short-term leases would not be considered comparable.
   2. **Single Dwelling Unit Comparables**:
      a. If the contract rent cannot be met by LHA's appraisal system, then LHA will consider recent rent comparisons available to lease or leased on the open market.
      b. Three comparisons must be provided considering bedroom size, unit type, location, quality and age of the unit.

Section XIV
PORTABILITY OF VOUCHERS
24 CFR 982.353 - 982.355

A. **Portability Responsibilities and Requirements:**
   1. **Information**: Each voucher holder with an unexpired voucher will be advised of the portability option during the briefing and re-examination sessions.
   2. **Residence outside LHA jurisdiction at time of application:**
      a. The participant must initially lease a unit located in LHA jurisdiction for 12 months before becoming eligible for portability if neither the head of household, spouse, or co-head resided in the jurisdiction of LHA at the time the application is submitted.
      b. VASH and EHV vouchers are excluded from this policy.

B. **Port Out:**
   1. Participants will be allowed to port out upon request, after leased up with an LHA voucher for a year, if the receiving PHA will absorb the LHA voucher.
   2. Port-Outs over LHA Payment Standards:
      a. Effective April 1, 2019, LHA will not permit voucher participants who have been granted an exception to port-out to housing authorities whose Payment Standards exceed LHA's unless the receiving PHA will absorb the LHA voucher.
      b. This restriction is not applicable in cases of Emergency Transfer outlined in Section XXVIII of the Administrative Plan.
   3. If the receiving PHA will not absorb the voucher, the receiving PHA's payment standard must not exceed LHA's payment standard. In addition, participants will not be allowed to port out unless the family is granted an exception for one of the following:
      a. Employment (the employment must be for the same or more income than currently earned and above MEI)
      b. Education (the education must be full-time and not available remotely)
      c. Safety or
      d. A medical need.
   4. Vouchers who are allowed to port can be ported across state lines.
   5. When a participant is eligible to port out of LHA jurisdiction, LHA will complete Part I of the HUD form 52665 and attach copies of the participant's voucher, current form 50058 and income verifications. HUD form 52665 and the required copies will be forwarded to the receiving PHA. The receiving PHA completes the applicable portions of Part II of the HUD form 52665 and returns it to LHA (the initial PHA).
   6. VASH vouchers: HUD-VASH participant families may only reside in those jurisdictional areas that have access to case management services as determined by the partnering VAMC.
   7. Reasonable Accommodations: An individual with a disability can request a reasonable accommodation to any rule, policies, practices, or services at any time.
      a. If the family is restricted from moving (e.g. under the 12-month limitation to move or because the PHA has higher FMRs and are not absorbing ports), a reasonable accommodation determination must be considered on a case-by-case basis.
      b. If the accommodation is denied LHA must notify the participant in writing of the decision and reason for the denial.
      c. The accommodation request cannot impose an undue financial or administrative burden on LHA, nor can it fundamentally alter the nature of the program.

8. Should LHA determine it is necessary to deny a family a move due to insufficient funding, then LHA will provide the HUD Field office written notification within ten (10) business days of the decision.

9. Violence Against Women Act (VAWA)
    a. In order to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking, a family may receive a voucher to port to another jurisdiction even if the move would be in violation of the current lease or twelve month Lincoln residency requirement.
    b. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

C. **Port In:** LHA will operate in a cooperative and reciprocal manner with all established Housing Authorities in the portability feature.
    2. LHA will attempt to issue a voucher when a notification is received from another PHA that a voucher holder wishes to move to Lincoln, Nebraska. However, if funding is not available the issuing PHA will be notified their voucher will be used.
    3. LHA will notify initial authorities when a voucher has not been leased up prior to the expiration date of the voucher.
    4. Port in voucher holders will be required to complete an application, interview and subject to verification process. A criminal history check must be completed by LHA prior to issuing the voucher.

Section XV
Transfer of Rental Assistance

A. **Overview:**
   1. Families are initially required to enter into a minimum of a twelve (12) month lease with an owner.
   2. If the family wishes to move during the middle of the initial lease term, a voucher will not be issued to transfer unless the family and the owner have signed a statement mutually terminating the initial lease agreement.
   3. Families will be allowed to transfer only once with a landlord/tenant written mutual termination agreement until the next 12-month lease term is fully completed.
      - A one-time exception is granted for a second mutual termination if the family has completed the Nebraska RentWise educational series since moving in to the current unit but prior to the voucher issuance for a transfer request.
   4. A criminal history check will be completed on all adult household members and a proper written 30-day notice must be provided to LHA and landlord prior to the issuance of a transfer voucher.

B. **Approval to Move to a New Unit:**
   1. A family may move to a new unit with continued tenant-based assistance if:
      a. The HAP contract has been terminated for owner breach; or
      b. The lease has terminated by mutual agreement; or
      c. The owner has requested and received approval of the opt-out requirement for business or economic reasons, after the first year of the initial lease; or
      d. After the first year, the tenant has given a 30-day notice of lease termination
   2. An exception is given for the mutual termination requirement when a participant provides verification they are involved a domestic violence situation which involves serious endangerment, have a serious medical condition which requires relocation, or for a reasonable accommodation to a disability.

C. **Information Provided to Owners:**
   1. To assist the owners with the placement of LHA assisted tenants, LHA will respond to a potential landlord's written request for information on past tenancy.
   2. LHA will provide the following information to owners upon request:
      a. Family's current address as shown in LHA records.
      b. Name and address of current and prior landlords.
      c. Factual tenant history on file.

D. **Overlapping Subsidized Payments:**
   1. Transfers with Section 8 vouchers:
      a. At the receiving owner's request, LHA will allow seven (7) days of overlapping on Section 8 voucher assistance to assist a tenant during a move.
      b. Overlapping will not be allowed if the tenant does not provide a 30-day notice to the owner unless the owner agrees to mutually terminate.
         i Note: If a tenant is transferring units with the same owner, overlapping will not be allowed.
   2. Canceling Section 8 vouchers to move to Public Housing:

   a. LHA will allow seven (7) days of overlapping on Section 8 voucher assistance to assist a tenant to move into Public Housing.
3. Transfers to Section 8 from Public Housing:
   a. LHA will allow seven (7) days of overlapping on Section 8 voucher assistance to assist an over-housed Public Housing tenant to move to a Section 8 assisted unit.

E. **Zero HAP Contract Restrictions**
1. LHA shall not enter into a new HAP contract when a housing assistance payment cannot be made on the behalf of the family.
2. If LHA cannot enter into a new contract, the household's participation must be terminated.

F. **Violence Against Women Act (VAWA):**
1. In order to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking, a family may receive a voucher to transfer to another unit even if the move would be in violation of the current lease.
2. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

Section XVI
Collections

A. **Overview:** In the interest of sound fiscal management and program integrity, LHA will make every effort to collect amounts owed to the agency by participants as a result of unreported information. This includes amounts paid to owners on behalf of participants for rent or vacancies. The following procedure will be followed to ensure maximum collection of applicant/participant debt.

B. **Applicants:**

1. An applicant will be denied admission on the waiting list if:
    - The family owes rent or other amounts to a PHA in connection to Section 8 or public housing assistance; has not reimbursed a 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; or breaches a repayment agreement with LHA. LHA, at its sole discretion, may waive this requirement for extenuating circumstances.

C. **Participants:**

1. Participants in the voucher program must agree to pay back any amounts owed LHA and stay current with their payments to avoid jeopardizing their continued housing assistance.
2. If a second repayment is determined, the household will be terminated for fraudulent actions:
    a. If the second repayment occurs within less than five (5) years of the first/previous repayment; and
    b. if each repayment exceeds $1,000 or
    c. the first/previous repayment is not paid in full.
3. The following are the procedures for program participants who owe money to LHA for unreported information or damages:
    a. A limited payback arrangement will be negotiated once the housing subsidy overpayment or damages has been established.
    b. Whenever possible, a repayment agreement will be executed based upon financial circumstances of the family and previous repayment history.
    c. An attempt will be made to ensure the full amount of the overpayment is reimbursed to LHA within 12 months of the date the repayment agreement was negotiated.
    d. Every attempt will be made to limit the minimum monthly payment to no less than $25.00 per agreement.
    e. If a participant fails to sign a repayment agreement and/or does not provide make the initial payment by the agreed due date, then a termination letter is sent providing a 30-day notice.
    f. A participant who is delinquent with two payments will receive a reminder notice to pay the past due amount within ten (10) calendar days. A warning will be included in the notice that failure to pay may result in termination.
    g. If participant does not meet the request of the first and second reminder notice. A third and final notice with termination warning will be sent.
    h. The 3rd and final reminder will require the participant to pay entire repayment balance in full by the termination date or assistance will be terminated. This notice

will be provided 30 days before the termination date and the right to an informal hearing.

i. Once the participant is terminated, reinstatement is not possible.

D. **Judicial Action:** LHA may pursue collection of all debt through the judicial system in order to secure judgment and enhance the potential for collection. This action will be taken on a case-by-case basis when it is deemed most prudent.

E. **National Repository of Debts Owed to PHA:** After a family's program participation has been terminated LHA will report to HUD's national repository of debts owed to PHAs, any program debts owed by program participants that need to be repaid to LHA and any program terminations that are a result of a tenant's adverse action.

LHA will provide a notice to all applicants and program participants that all debts owed and adverse terminations are reported to HUD's national repository.

F. **Landlord Collections:**

1. LHA requires owners who wish to participate in the Section 8 Housing Choice Voucher program to repay all debts owed to the program within a maximum of twelve (12) months.
2. In accordance with the HAP contract, LHA has the right to recover overpayments through deductions of any amounts due to the owner including amounts due under any other Section 8 assistance contract.

Section XVII
Special Purpose Housing

A. **Overview:** Special Purpose Housing (i.e. Independent Group Residence, mobile home parks and etc.) as eligible under the Section 8 program, are eligible for occupancy under this Administrative plan.
   1. No separate waiting list for these specialized units will be maintained.
   2. Applicants interested in these specialized living accommodations must come through the program waiting list and request to be placed in a specific unit.
   3. The process for specialized housing will be conducted on an exception basis in accordance with applicable regulation.
   4. LHA retains the right to disallow any specialized housing from participation in the program.

B. **Manufactured Homes**
   1. Effective June 8, 2017, LHA will not use voucher assistance in tenant-owned Manufactured Housing.
   2. Hardship Clause: Prior to June 8, 2017 if the voucher participant is residing in their tenant-owned Manufactured Housing and receiving Housing Assistance Payments for their lot rent, they may continue to reside in their manufactured housing with voucher assistance until they move or their voucher participation is ended.
      - LHA will be required to re-evaluate their assistance at their next annual or biennial re-examination to determine if the tenant has more "rent expenses" beyond their lot rent.
      - Federal Register Notice dated January 18, 2017 expanded the definition of rent expenses to include the following:
        - Rent Expenses for Tenant Owned Manufactured Housing
        - Monthly payments made by the family to amortize the cost of purchasing the unit;
        - Required insurance for the manufactured home;
        - Property Taxes;
        - Lot rent (owner maintenance and management charges for the space); and
        - Tenant-paid utilities (Standard program utility allowance will be applied).
      - Determining HAP assistance for Tenant Owned Manufactured Housing
        The monthly Housing Assistance Payment (HAP) is calculated as the lower of:
        - The PHA payment standard based on bedroom size or voucher size, whichever is lower, minus the total tenant payment.; or
        - The rent of the manufactured home space plus any other eligible housing expenses minus the total tenant payment.
      - The "Manufactured Home Rent Space" (Lot rent) payment standard was discontinued as of the Federal Register Notice dated January 18, 2017.
      - If the tenant has rent expenses beyond rent for the space (lot rent), then the HAP payment is sent to the owner of the manufactured home space first and any remainder will be made to the tenant.

C. **Single Room Occupancy (SRO):** The Curtis Center operated by the Peoples City Mission is an approved SRO and able to enter into HAP contracts with Lincoln Housing Authority.

Section XVIII
Family Self-Sufficiency

A. **Overview:** LHA operates a Family Self-Sufficiency (FSS) program in accordance with HUD regulations and a LHA Public Housing and Section 8 Action Plan for Family Self-Sufficiency. This Action Plan has been developed and is periodically updated by the FSS Program Coordinating Committee. The Action Plan contains the following:
   - Family Demographics
   - Estimate of Participating Families
   - Eligible Families from other Self-Sufficiency programs
   - FSS Family Selection Procedures
   - Incentives to Encourage Participation
   - Outreach efforts
   - FSS Activities and Support Services
   - Method for Identification of Family Support Needs
   - Program Termination; Withholding of Services and Available Hearing Procedures.
   - Assurance of Non-Interference with the Rights on Non-participating Families
   - Timetable for Implementation
   - Certificate of Coordination
   - Optional Additional Information

B. **FSS Escrow**
For the purpose of calculating the escrow amounts for families participating in the Family Self-Sufficiency program, LHA will use a 27% growth in monthly income, this is the amount by which the current monthly rent exceeds the baseline monthly rent. This adjustment was made because LHA calculates total tenant payment for MTW program participants at 27% of the gross income.

C. **Addendum**
The Family Self-Sufficiency (FSS) Program will be operated in accordance with the principles of non-discrimination, reasonable accommodations, equal access, and confidentiality as provided in the Introduction to this Section 8 Administrative Plan.

The FSS program will take the following steps to affirmatively further fair housing in the FSS Program:
   1. The FSS coordinator position, when vacant, will be advertised widely in the community through newspaper publications, job postings at LHA locations and the LHA web site. In addition, announcements are sent to local colleges, human service agencies, vocational rehabilitation services, community action agencies, ethnic and multi-cultural centers, other housing authorities, senior employment agencies, and the Nebraska Job Service (internet posting), and Workforce Investment Board (One Stop Employment). Records are maintained by the Human Resource Manager.
   2. The FSS program will be marketed to all eligible persons including persons with disabilities and persons with limited English proficiency through voucher briefings, display and distribution of program brochures, agency newsletters, and the agency video played on community access television. If the program experiences low enrollment, additional steps will be taken through direct mail and increased marketing in newsletters. Waiting list and participation records are maintained in agency databases. Language interpretation services

will be obtained for individuals with limited English proficiency. In addition, English proficiency is addressed in the FSS individual training and services plan and progress is documented in the plan. The housing authority publishes a toll free number and maintains service through TDD (Telecommunication Device for Deaf).

3. The FSS program will be offered in accessible locations, including the applicant or participant's home, and communications will facilitate applications and services to person with disabilities. If reasonable accommodations are requested, they will be reviewed in a timely manner and, if determined to be reasonable, the will be implemented. Appropriate auxiliary aids will be furnished where necessary to afford an individual with handicaps an equal opportunity to participate in and enjoy the benefits of the FSS program. Waiting list and participation records are maintained in agency databases.
4. Through its voucher briefings, LHA provides all voucher participants with information on fair housing. All participants receive a brochure on Nebraska landlord-tenant law as well as the brochure "Fair Housing–It's Your Right" as well as other fair housing materials. Referrals will be made to the Lincoln Human Rights Commission for issues on fair housing and the Commission will give presentations on fair housing at voucher briefings. All voucher participants received HUD Form 903 Housing Discrimination Complaint form which includes contacts for the HUD Fair Housing Enforcement Centers and the Fair Housing Complaint Hotline number.
5. As concerns or questions of fair housing are discussed during case management, FSS coordinators will help remedy discrimination in housing by providing FSS participants with resource materials and referrals to the Lincoln Commission on Human Rights (LCHR). LCHR is the primary City Agency that has responsibility for the remedy of discrimination complaints brought by individuals. FSS coordinators will also assist any participant with completion of housing discrimination complaint forms. This information will be recorded in case management notes.
6. For those FSS participants who have a goal of home ownership, LHA offers a program component on home ownership and works closely with the NeighborWorks program and their home buyer education program. The housing authority works with over 1,200 landlords in the voucher program and regularly adds new landlords to expand housing choice to program participants. The housing authority participates in the Moving to Work Demonstration which has as one of its three primary goals to increase housing choices for low income families. The housing authority owns or manages over 1,000 housing units where vouchers are accepted. This includes over 300 housing units developed by the housing authority to expand housing choice for voucher participants

   The City of Lincoln and Lincoln Housing Authority work together to affirmatively further fair housing. The City of Lincoln developed a plan from its Analysis of Impediments to Fair Housing. The City of Lincoln will partner with enforcement agencies, fair housing advocates, and lenders to curb predatory lending practices through enacting appropriate legislation and/or providing continuing education. They will work with enforcement agencies, Realtors, and lenders to assist in implementing a voluntary self-testing program to identify and correct discriminatory practices and policies that disparately impact protected classes in the home buying process. The City will also explore and implement innovate means to increase opportunities for home ownership for immigrants, refugees, persons who are racial and/or ethnic minorities, and other underserved persons.
   The City of Lincoln also has a goal to improve and expand the collection and sharing of fair housing and affordable housing information across public and private entities, among

housing industry entities, and within the public realm to improve understanding of fair housing laws, encourage reporting of violations, address existing and future housing needs, facilitate implementation of best practices, and reduce discrimination. The City will provide continuing education programs targeted toward housing industry professional, city staff, special needs sub-populations, clients, and the general public. They will continue to hold an annual fair housing conference, tailoring the program to meet the informational needs of different segments/sectors of the housing industry. They will also continue to hold additional informational sessions to improve understanding of needs of persons with disabilities, persons of other cultural and religious backgrounds, and persons who speak languages other than or in addition to English.

SECTION XIX
TERMINATIONS/DENIALS
[24 CFR 982.551, 982.552, 982.553]

A. **Overview**

1. **Denial of Assistance for an Applicant:** Denial of assistance for an applicant may include any of the following:
    a. Denying an applicant to be placed on the waiting list.
    b. Denying or withdrawing a voucher, refusing to enter into a HAP contract.
    c. Refusing to approve a lease or enter into a HAP contract.
    d. Refusing to process or provide assistance under portability procedures [982.552 (2)].
2. **Termination of Assistance for a Participant:** Termination of assistance for a participant may include any of the following:
    a. Refusing to enter into a HAP contract or approve a lease.
    b. Terminating housing assistance payments under an outstanding HAP contract.
    c. Denying a request for a new voucher.
    d. Refusing to process or provide assistance under portability procedures [982.552 (3)].
3. **Violence Against Women Re-Authorization Act of 2013 exception to a Termination or Denial**:
    a. LHA will not terminate participation or deny admission to the program on the basis of or as the direct result of the fact that the applicant or participant has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person otherwise qualifies for admission or a continuation of assistance.
    b. LHA will follow the policies and requirements as stated in the Violence against Women Re-authorization Act of 2013 (VAWA).
4. **Notice of Denial or Termination of Assistance:**
    a. **Written Notice:** When LHA decides to deny or terminate assistance, the family will receive a written notice of the intended action to deny or terminate assistance, which states:
        - The reason(s) for the proposed denial or termination;
        - The effective date of the proposed denial or termination,
        - Notice of the family's right, if they disagree, to request an Informal Review or Hearing held before denial or termination of assistance; and
        - The date by which a request for an Informal Review or Hearing must be received by LHA.
    b. **Required Evidence for Denials or Terminations:**
        - Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it.
            - That is, evidence which as a whole shows that the fact sought to be proved is more probable than not.
            - The intent is not to prove criminal liability, but to establish that the act(s) occurred.
        - Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
        - Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence.

- Other credible evidence includes documentation of police reports or arrest warrants.

5. **Other Circumstances:**
    a. In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, LHA has the discretion to consider all of the circumstances in each case, including:
        - The seriousness of the violation;
        - The extent of participation or culpability of individual family members and the length of time since the violation occurred;
        - The family's more recent history and record of compliance;
        - The family's patterns of providing false information; and
        - The effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.
    b. In appropriate cases, LHA may permit the family to receive or continue receiving assistance provided that the family member(s) determined to have engaged in the prescribed activities will not reside in the unit.
    c. If the violating member is a minor, LHA may consider individual circumstances.
    d. In appropriate cases, LHA may offer the family a stipulated agreement that will contain the terms and conditions for continued assistance.
    e. Failure to enter into, or comply with the agreement, shall result in the issuance of a notice to deny or terminate assistance.

B. **Causes for Terminations or Denials-Violation of Family Obligation:** The following are reasons LHA may deny assistance to applicants, deny a proposed addition to the household, and/or terminate assistance for participants.
    1. **Failure to Cooperate:** If any member of the family fails to cooperate with determining eligibility including failing to supply required information and/or failing to sign and submit consent forms for obtaining information.
        a. LHA will request in writing the necessary documentation or action a minimum of two (2) times before applicant is denied or participant is terminated.
        b. The applicant or participant may reapply for the program at any time, understanding that the previously requested information will still be required.
    2. **Citizenship:** If a family member fails to certify citizenship, eligible immigration status or sign the non-contending form.
        a. LHA will request in writing the necessary documentation or action a minimum of two (2) times before applicant is denied or participant is terminated.
        b. The applicant or participant **may reapply at any time**.
    3. **Fraud:** Defined as the willful and intentional deception to obtain monies and/or services which the recipient would not normally be entitled.
        a. An applicant will be denied or a household will be terminated if any family member has committed fraud, bribery, or any other corrupt criminal act in connection with any federal housing program.
            - This includes making "side" payments or "under the table" payments to the owner.
            - This includes the family allowing guests/unauthorized persons to stay or live in the unit on a repetitive basis without prior approval from the landlord and LHA.

- The family allowing the assisted unit's mailing address to be used by others not listed on the lease is considered proof that unauthorized persons are in the unit and LHA may verify all persons receiving mail at the address in question.
- If it is suspected that the family is allowing unauthorized persons in the unit, it is the tenant's responsibility to provide documentation that the alleged unauthorized person(s) is/are residing in another unit.
  - Examples of documentation can include rent receipts, leases, and rental agreements from Owner or Property Manager.
  - If documentation is not provided or verifiable, the family's assistance will be terminated for fraud.

b. The household must cooperate with the Program Integrity Officer to assist with obtaining accurate information to determine program eligibility for all household members.
   - Should the household fail to cooperate in obtaining the requested information, it is assumed fraud is occurring, and the household will be terminated with a three year penalty and cannot reapply for assistance until they have provided the Program Integrity Officer with the documentation necessary to complete the fraud investigation.
     - If the household cooperates with the Program Integrity Officer after being terminated and it is determined fraud **did not** occur, the three-year penalty **will not** apply, and the household can reapply immediately.
     - If the household cooperates with the Program Integrity Officer after being terminated and it is determined fraud **did** occur, the three-year penalty **will** stand.

c. The applicant or participant **will be denied rental assistance for three years** from the date of the termination/denial action.
   - All debt incurred due to fraudulent actions with LHA must either be repaid in full or have a signed repayment agreement in place and be in current payment status prior to admittance to the waiting list.

4. **Failure to allow LHA to complete an inspection:**
   a. After two notices have been sent requesting an inspection at reasonable times, the participant will be sent a final notice of termination.
   b. If the participant does not cooperate with the final notice by specified date, the participant will be terminated from the program and must reapply.
   c. The participant will be terminated from the program and **may reapply immediately** from the date of termination
5. **HQS breached by the family:** Examples include but are not limited to:
   a. Participant fails to pay for any utilities the owner is not required to pay.
      - Participants will be given a 24-hour notice to restore utilities.
      - They may also be issued a 48- or 72-hour notice for non-compliance with HQS at the inspector's discretion.
   b. Participant fails to maintain any appliances the owner is not required to provide.
      - Participants will be given a 24-hour notice to restore appliances.

        - They may also be issued a 48- or 72-hour notice for non-compliance with HQS at the inspector's discretion.
    c. Any household member or guest damages unit beyond ordinary wear and tear.
        - Participants will be given a 30-day notice to repair defects.
        - Extensions may be granted upon request.
    d. The participant will be terminated from the program and **may not reapply for one (1) year** from the date of termination.
6. **Violation of lease:** The family has committed any serious or repeated violations of the lease. Examples include but are not limited to:
    a. Participant's owner refuses to sign a mutual release from the lease.
    b. Failure to provide written notification to LHA before vacating the unit or terminating the lease.
    c. The participant will be terminated from the program and **may not reapply for one (1) year** from the date of termination.
    d. Eviction established through legal process. **Participant may not reapply for three (3) years from the termination date.**
7. **Failure to provide LHA or owner notice of move or lease termination.**
   The participant will be terminated from the program and **may not reapply for one (1) year** from the date of termination.
8. **Using assisted unit for more than a family residence.**
   The participant will be terminated from the program and **may not reapply for one (1) year** from the date of termination.
9. **Not living in the assisted unit or providing the required documentation to resolve any discrepancies in reported absence(s) from the unit.**
    a. The dwelling unit is not used solely for residence of the participant and authorized household members.
        - The participant will be terminated from the program and **may not reapply for one (1) year** from the date of termination.
    b. The unit is not the participant's principle place of residence and is not physically occupied and personally used by the participant.
        - Unless also occupied by the participant, furniture and personal belongings moved into a residence do not meet the standard.
        - If LHA suspects the participant family is not using the unit as the principle residence the landlord may be requested to verify the participant is residing in the unit.
        - The participant will be terminated from the program and **may not reapply for one (1) year** from the date of termination.
    c. Sole household member or all adult household member leaving the household for more than 60 days without reasonable cause. If this happens, the unit will not be considered to be their principle place of residence and the household will be terminated from the program.
        - Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult being absent from the unit thus will be considered permanently absent from the unit after 60 days.
        - The participant will be terminated from the program and **may reapply immediately** from the date of termination unless there is an outstanding repayment agreement that is not current or not signed.

d. Failure to notify and obtain written approval from LHA to add a person to the unit.
    - Written notification shall be provided to LHA of the birth, adoption or court-awarded custody of a child or obtain written LHA approval to add any family member as an occupant of the unit.
    - The landlord must also agree to add the person to the lease.
    - The participant will be terminated from the program and the penalty for fraud will be imposed.
e. Subleasing or subletting the assisted unit.
    - The participant will be terminated from the program and **may not reapply for one (1) year** from the date of termination.
f. Assigning or transferring the assisted unit.
    - The participant will be terminated from the program and **may not reapply for one (1) year** from the date of termination.

10. **A family member owns or has an interest in his/her subsidized unit**
    a. Exception for a manufactured home assisted under Subpart F or 24 CFR Part 882.
        - Example: If a participant owns a trailer house on a rented lot only the lot rent is subsidized.
    b. The participant will be terminated from the program and **may not reapply for one (1) year** from the date of termination.
11. **Owes:** For debts owed the following establishes the requirements for denials and terminations:
    a. An applicant household is not eligible for the wait list if the household owes rent or other amounts to a PHA in connection to Section 8 or public housing assistance; has not reimbursed a 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; or breaches a repayment agreement with LHA. LHA, at its sole discretion, may waive this requirement for extenuating circumstances.
    b. A participating family owes money to LHA
        - The participant will be denied/terminated from the program if the participant:
            - Refuses to establish a repayment agreement on money owed to LHA or
            - Fails to make consecutive payments on an executed repayment agreement.
        - Note: Participants will be encouraged to pay amounts owed to LHA within one (1) year.
    c. Family owes money to another PHA or any other federal housing programs:
        - The participant will be terminated if they fail to repay the other PHA or Federal Housing program within the specified period.
        - Examples may include, but are not limited to the following:
            - If the family breaches a repayment agreement with any PHA owed.
            - If the family member has not reimbursed the PHA for amounts paid to the owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease.
    d. Participants terminated from the program under this section **may not reapply for one (1) year** from the date of termination.

12. **Drug-Related Criminal Activity:** The following is LHA's policy for drug-related criminal activity by applicants or assisted households, their guests, and other persons under the tenant's control.
    a. **Admission Standards:** In accordance with the U. S. Department of Housing and Urban Development regulations, LHA prohibits admission to the Section 8 waiting list and program if any applicant or household member is currently engaged in or has engaged in any drug-related activity.
        - A person is considered to be "currently engaged" if he or she has been arrested or convicted for drug-related activity within the past three (3) years.
        - LHA will not admit the applicant or members of the applicant's household to the Section 8 Voucher program for three (3) years after the completion of time served (including parole and probation), or after the assessed fine is paid.
        - LHA may waive this restriction if the drug-related activity involved use or possession, but not production, manufacturing, distribution, or sale, and if the applicant clearly demonstrates that
            - The household member is no longer engaging in the illegal use of a controlled substance; and
            - The person has successfully completed an approved, supervised drug rehabilitation program; or
            - The household member is currently participating in a supervised drug rehabilitation program, has participated for a minimum of thirty (30) days prior to the Section 8 application, and will continue to participate until the successful completion of the program.
        - The applicant will be required to submit written evidence showing current successful participation or past successful completion of a supervised drug rehabilitation program.
            - An applicant who is participating in a supervised drug rehabilitation program may stay on the Section 8 waiting list but must successfully complete the program before a Section 8 Voucher will be issued to the household member.
    - A member of an applicant's household will be permanently prohibited from receiving federal assistance if the member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any housing assisted by the federal government.
    - LHA will prohibit admission to any applicant who has been evicted or terminated for drug-related criminal activity for Public Housing, Indian Housing, any Section 8 program or any other assisted housing program within the last three years.
        - This penalty will not be waived or reduced for treatment or other mitigating factors.
    b. **Background Checks:** To enforce policies, LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and media reports, and past housing experiences to determine whether a household will

be denied admission to the Section 8 program waiting list or have its assistance terminated.

- LHA may prohibit admission or terminate assistance for such behaviors regardless of arrest or conviction status.
- The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge or conviction by any enforcement authority.
- An arrest without a criminal charge, conviction, or other imposed penalty on criminal activity will not be LHA's sole basis for prohibiting admissions.
- If an applicant's admission is pending due to an arrest record (without conviction) on a disqualifying criminal activity, LHA will try to obtain more information to determine an individual engaged in a disqualifying criminal activity.
- If a participant has pending criminal charges or a disqualifying criminal activity, LHA will try to obtain more information to determine whether an individual engaged in a disqualifying criminal activity.
- LHA can use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to make the decision that disqualifying conduct occurred.

c. **Termination of Assistance:** LHA will terminate Section 8 housing assistance for any family or household member who is currently engaged in or has within the previous three years engaged in any drug-related activity.

- LHA will terminate the housing assistance of participants and other household members in accordance with HUD's rules and regulations.
    - The existence of behaviors made by any household member or guest, regardless of the participant's knowledge of the behavior, shall be grounds for termination of assistance.
- LHA will terminate Section 8 housing assistance for any household or household member engaged in drug-related activity on or off the assisted premises.
- LHA may terminate voucher housing assistance for such behaviors regardless of arrest or conviction status.
    - The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority.
    - An arrest record without a criminal charge, conviction, or other imposed penalty on the criminal activity will not be LHA's sole basis for terminating program participation.
    - If a participant has pending criminal charges on a disqualifying criminal activity, LHA will try to obtain more information to determine whether an individual engaged in a disqualifying criminal activity.
    - LHA can use other evidence such as police reports detailing circumstances of the arrest, witness statements, and other relevant documentation to make the decision that a disqualifying conduct occurred.
- If LHA proposes to terminate assistance for criminal activity as shown by a criminal record, the LHA will notify the household of the action it proposes

to take and will provide the head of household with a copy of the criminal record.
    - LHA will give the household an opportunity to dispute the accuracy and relevance of that record in accordance with the hearing process set forth in 24 CFR 982.555.
- LHA will terminate the household's Section 8 rental assistance if the Head of Household has failed to fully list on its Personal Declaration form any household member's arrest, citation, charge, or conviction for drug-related activities.
- If terminated for drug related criminal activity, the household **must wait three (3) years from the date of termination, completion of sentence or payment of fines, whichever is later,** to reapply for Section 8 housing assistance.
- When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements of admission to the waiting list.

d. **Treatment:**
- If a household member has been arrested for a drug-related criminal activity involving use or possession, but not production, manufacture, distribution or sale, the family's housing assistance will not be terminated if the following conditions are met:
    - The household member is under the age of 18, the household reported the activity to LHA, it's the first incident for the household member, and the member; or
    - The household member who engaged in drug related criminal activity is actively participating in a supervised drug treatment program approved by the LHA within sixty (60) days from LHA's written notification to the head of household regarding the drug-related criminal activity; or
    - The household member has successfully completed a supervised drug treatment program after the drug-related criminal activity occurred; and
    - The household member is no longer engaging in any drug activity; and
    - The household has provided LHA acceptable proof that the household member is either actively participating in or completed an approved supervised drug treatment program by the LHA deadline.
- If the household member fails to actively participate in or successfully complete a supervised drug treatment by the LHA prescribed deadline, LHA will terminate the Section 8 assistance for the entire household if:
    - the result of the drug-related criminal activity is a conviction or fine or an arrest record with sufficient evidence that the individual engaged in drug-related criminal activity; and
    - the household fails to provide written verification to LHA regarding the household member's active participation in, or completion of, a supervised drug-treatment program before the established termination date.

e. **Guests:** LHA will terminate Section 8 housing assistance for drug-related criminal activity in or near the participant's unit when the crime is committed by a guest or other persons who is under the control of a member of the household.
This provision will not apply if:
    - the head of household has called the law enforcement agency to report or turn in their guests or other persons under the participant's control for having engaged in a drug-related criminal activity on or near the participant's residence, and
    - an arrest is made of the guest or other person under the participant's control without arresting or citing the participant or head of household.

f. **Activity Reported by Household:**
    - If an assisted adult household member contacts a law enforcement agency specifically about drug use or drug possession by other members of the household on or off the premises, LHA will continue to provide Section 8 assistance if:
        - the head of the household reports the drug activity to LHA any time an application or Personal Declaration form is completed; and
        - the household member using or possessing drugs (except for possession related to distribution) is under the age of 18 and it's the first incident for the household member; or
        - the adult member arrested is removed from the premises within 60 days of written notification from LHA; and
        - the arrested household member is removed from the lease; and
        - the head of household provides verifiable proof of the new residence by LHA's requested date.
    - That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease.
    - To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

g. **Children over Age 18:**
    - If an adult household member, who is the child or grandchild of the head or co-head of household, engages in drug activity, but does not participate in or complete an LHA approved supervised drug treatment program, LHA will terminate the housing assistance unless all of the following circumstances are met:
        - the drug-related criminal activity involves only the use or possession, but not production, manufacture or sale;
        - the activity occurs away from the assisted premises;
        - the head of household reports the drug activity to LHA any time an application or Personal Declaration form is completed;
        - the offending adult member is removed from the premises and lease within 60 days of LHA's notification; and
        - the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date.

- That household member is barred from living with the family or otherwise receiving assistance for a minimum of three-years from the date removed from the assisted unit's lease.
- To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

h. **Minor Children:**
- If a minor household member (under age 18) engages in drug-related activity on or off of the premises, but does not participate in or complete a LHA approved supervised drug treatment program, LHA will terminate the housing assistance for the entire household unless all of the following circumstances are met:
  - the drug-related criminal activity involves only the use or possession, but not production, manufacture, distribution or sale;
  - the head of household reports the drug activity to LHA any time an application or Personal Declaration form is completed;
  - the offending member is removed from the premises and lease within 60 days of LHA's notification, unless it's the first occurrence; and
  - the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date.
- That household member is barred from living with the family or otherwise receiving assistance for a minimum of three-years from the date removed from the assisted unit's lease.
- To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

i. **Methamphetamine Production:** LHA will permanently terminate Section 8 assistance if any household member has been convicted for the manufacture or production of methamphetamine on the premises of any federally-assisted housing unit. The household terminated for manufacture or production of methamphetamine will be subject to a lifetime prohibition from participation in any federal housing assistance program.

13. **Alcohol Abuse:** The following is LHA's policy for alcohol abuse by applicants or assisted households, their guests, and other persons under the tenant's control.
    a. **Admission Standards:** In accordance with the U. S. Department of Housing and Urban Development regulations, LHA prohibits admission to the Section 8 waiting list or program if it 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 or persons residing in the immediate vicinity.
    - In appropriate cases, LHA may offer the family a stipulated agreement that will contain the terms and conditions for continued assistance and may include the requirement of successfully completing an approved, supervised treatment program.
      - Failure to enter into, or comply with the agreement, shall result in the issuance of a notice to deny admission or terminate assistance.

b. **Background Checks:** To enforce policies, LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and media reports, and past housing experiences to determine whether a household will be denied admission to the Section 8 program waiting list or have its assistance terminated.
    - LHA may prohibit admission or terminate assistance for such behaviors regardless of arrest or conviction status.
    - The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge or conviction by any enforcement authority.
    - An arrest without a criminal charge, conviction, or other imposed penalty on criminal activity will not be LHA's sole basis for prohibiting admissions.
    - If an applicant's admission is pending due to an arrest record (without conviction) on a disqualifying criminal activity, LHA will try to obtain more information to determine an individual engaged in the disqualifying activity.
    - If a participant has pending criminal charges or a disqualifying criminal activity, LHA will try to obtain more information to determine whether an individual engaged in a disqualifying criminal activity.
    - LHA can use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to make the decision that disqualifying conduct occurred.

c. **Termination of Assistance:** LHA will terminate housing assistance if it 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 or persons residing in the immediate vicinity.
    - If terminated for alcohol abuse, the household **must wait three (3) years** from the termination date before the household may reapply for Section 8 housing assistance.
    - When the household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to the waiting list.
    - In appropriate cases, LHA may offer the family a stipulated agreement that will contain the terms and conditions for continued assistance and may include the requirement of successfully completing an approved, supervised treatment program.
        - Failure to enter into, or comply with the agreement, shall result in the issuance of a notice to terminate assistance.

14. **Violent and Other Criminal Activity**: The following is LHA's policy for violent and other criminal activity by applicants or assisted households, their guests, and other persons under the tenant's control.
    a. **Admission Standards:** In accordance with the U. S. Department of Housing and Urban Development regulations, LHA prohibits admission to the Section 8 program if an applicant or household member is currently engaged in or has engaged in violent criminal activity or other criminal activity which will or may threaten the health, safety or right to peaceful enjoyment of the premises occupied by household members, other residents or persons residing in the vicinity of the applicant or household members.

- LHA will not admit the applicant or members of the applicant's household for three (3) years from completion of time served (including probation and parole) or payment of the assessed fine, whichever occurs last.
- LHA will not admit the applicant or members of the applicant's household for (3) year from completion of time served (including probation and parole) or payment of the assessed fine, whichever occurs last if an applicant or any member of the applicant's household has a felony conviction for a sexual assault or any other sex-related offense.
- LHA will deem ineligible permanently any applicant who is subject to a lifetime registration requirement under any state sex offender registration program or is registered on the State of Nebraska sex offender registry.
- If an applicant or any member of the applicant's household has an extensive criminal history consisting of 20 or more arrests or convictions during a three-year period, LHA will prohibit admission into the Section 8 program until the household member has an arrest-free record for three years after the last conviction.
- LHA will deny the application if the applicant is fleeing to avoid prosecution, or custody or confinement, for a crime or attempt to a crime or is violating a condition of probation or parole imposed under Federal or State law.

b. **Background Checks:** To enforce policies, LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and media reports, and past housing experiences to determine whether a household will be denied admission to the Section 8 program waiting list or have its assistance terminated.
    - LHA may prohibit admission or terminate assistance for such behaviors regardless of arrest or conviction status.
    - The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge or conviction by any enforcement authority.
    - An arrest without a criminal charge, conviction, or other imposed penalty on criminal activity will not be LHA's sole basis for prohibiting admissions.
    - If an applicant's admission is pending due to an arrest record (without conviction) on a disqualifying criminal activity, LHA will try to obtain more information to determine an individual engaged in a disqualifying criminal activity.
    - If a participant has pending criminal charges or a disqualifying criminal activity, LHA will try to obtain more information to determine whether an individual engaged in a disqualifying criminal activity.
    - LHA can use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to make the decision that disqualifying conduct occurred.

c. **Termination of Assistance:** LHA will terminate housing assistance if it determines that any household member, their guests, and other persons under the tenant's control has engaged in any violent criminal activity, is subject to a lifetime registration requirement under any state sex offender registration program or is registered on the State of Nebraska sex offender registry, or is currently engaged in other criminal activity which may threaten the health, safety, or right to peaceful

enjoyment of the premises by other residents or persons residing in the immediate vicinity.

- LHA will terminate the housing assistance of participants and other household members in accordance with HUD's rules and regulations.
    - The existence of behaviors made by any household member or guest, regardless of the participant's knowledge of the behavior, shall be grounds for termination of assistance.
- LHA will terminate Section 8 housing assistance for any household or household member engaged in violent or criminal activity on or off the assisted premises.
- LHA may terminate voucher housing assistance for such behaviors regardless of arrest or conviction status.
    - The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority.
    - An arrest record without a criminal charge, conviction, or other imposed penalty on the criminal activity will not be LHA's sole basis for terminating program participation.
    - If a participant has pending criminal charges on a disqualifying criminal activity, LHA will try to obtain more information to determine whether an individual engaged in a disqualifying criminal activity.
    - LHA can use other evidence such as police reports detailing circumstances of the arrest, witness statements, and other relevant documentation to make the decision that a disqualifying conduct occurred.
- If LHA proposes to terminate assistance for criminal activity as shown by a criminal record, the LHA will notify the household of the action it proposes to take and will provide the head of household with a copy of the criminal record.
    - LHA will give the household an opportunity to dispute the accuracy and relevance of that record in accordance with the hearing process set forth in 24 CFR 982.555.
- LHA will deny the application or terminate program participation if the applicant/participant is fleeing to avoid prosecution, custody or confinement for a crime or attempt to a crime which includes unresolved warrants, or is violating a condition of probation or parole imposed under Federal or State law.
- LHA will terminate the household's Section 8 rental assistance if the Head of Household has failed to fully list on its Personal Declaration form any household member's arrests for violent or other criminal activities.
- If terminated for violent criminal activity or other criminal activity, the household must wait three (3) years from the completion of sentence or payment of fines to reapply for Section 8 housing assistance, with the exception of permanent ineligibility for any household subject to a lifetime registration requirement under any state sex offender registration program or registered on the State of Nebraska sex offender registry.

- When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to the waiting list.
- If LHA determines that continued occupancy by the assisted household threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, then LHA will terminate the assistance without regard to the following limited exception guidelines:

i. Guests:

- LHA will terminate Section 8 housing assistance for violent or other criminal activity which will or may threaten the health, safety or right to peaceful enjoyment of the premises occupied by household members, other residents or persons residing in the vicinity of the applicant or household members on or near the premises of a participant's residence when the crime is committed by a guest, or other persons who is under the control of a member of the household.
- This provision will not apply if:
  - the head of household has called a law enforcement agency to report or turn in their guests or other persons under the participant's control for having engaged in violent criminal activity on or near the participant's residence; and
  - an arrest is made of the guest or other person under the participant's control without arresting or citing any member of the household.

ii. Activity Reported by Household:

- If an assisted adult household member contacts a law enforcement agency specifically about violent criminal activity by other adult members of the household which occurred on or off the premises, LHA will not terminate the Section 8 housing assistance if:
  - if the head of household reports the criminal activity to LHA any time an application or Personal Declaration form is completed;
  - the offending adult member is removed from the premises and removed from the lease within 30 days of LHA's notification; and
  - the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date.
- The reported person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease or three (3) years from completion of the sentence, whichever is later.
- To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

iii. Children over Age 18:

- If an adult household member, who is the child or grandchild of the head or co-head of household, engages in violent criminal activity with or without the knowledge of the head of household, LHA will terminate the

Section 8 housing assistance unless all of the following circumstances are met:
  - the criminal activity did not occur on or near the premises;
  - if aware of the activity through police contacts, court proceedings, media reports or other sources, the head of household reports the criminal activity to LHA any time an application or Personal Declaration form is completed;
  - the offending adult member is removed from the premises and removed from the lease within 30 days of LHA's notification; and
  - the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date.
- The reported person is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later.
- To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

iv. Minor Children:

- If a minor household member (under age 18) engages in violent criminal activity, LHA will terminate the household's Section 8 housing assistance unless all of the following circumstances are met:
  - the criminal activity did not occur on or near the premises;
  - the head of household reports the criminal activity to LHA any time an application or Personal Declaration form is completed;
  - the offending member is removed from the premises and removed from the lease within 30 days of LHA's notification; and
  - the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date.
- That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later.
- To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

C. **Causes for Terminations or Denials-Other:** The following are reasons LHA may deny assistance to applicants, deny a proposed addition to the household, and/or terminate assistance for participants.
   1. **Evictions:** Family is evicted from federally assisted housing
      a. Includes if any family member has been evicted from federally assisted housing.
      b. An applicant or participant may not reapply or be readmitted to the program for three (3) years from the date of termination from a federally assisted housing program.
   2. **Threats towards LHA Workers/Agent:**
      a. **Admission Standards:** Any applicant or other household member who makes threatening or abusive remarks or exhibits violent behavior towards any LHA

employee or agent during the application and waiting list period will be removed from the waiting list and may not be admitted to the Section 8 program for three (3) years after the incident. This includes any applicant or other household member who makes threats towards any LHA employee or agent through social media platforms.

b. **Termination of Assistance:** Any household member who has engaged in or threatened abusive or violent behavior towards a LHA employee, contractor, subcontractor or agent will be terminated from the program and be ineligible to participate for three (3) years after the incident. This includes any applicant or other household member who makes threats towards any LHA employee or agent through social media platforms.

- At the end of the **three (3) years, the household may reapply** for Section 8 housing assistance.
- When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements of admission to the waiting list.

3. **Continued Eligibility:** A participant's eligibility for housing assistance payments will continue until the Total Tenant Payment equals the gross rent under an existing contract. If six (6) months elapses without a Housing Assistance payment then the contract will be terminated and the participant will be ineligible for continued assistance.
   a. Termination of eligibility will not affect the participant's other rights and obligations under the lease.
   b. Housing Assistance Payments may be resumed if the gross rent becomes more than the Total Tenant Payment as a result of a change (i.e. rent, income and etc.) during the term of the contract.
   c. Should a voucher participant transfer to a new unit, eligibility will be redetermined and if it is determined that a HAP contract cannot be executed because the participant's TTP equals or exceeds the gross rent or the payment standard then the voucher will be terminated and the participant is ineligible for continued assistance
4. **Insufficient funds:**
   a. Should program funding be insufficient to support continued housing assistance for the current Housing Choice Voucher participants the following procedures have been established in hierarchal order until funding is deemed sufficient:
      - **Vouchers searching:** All participants at admissions who are searching for a unit will be re-instated to the waiting list according to time and date of their original application and the voucher will be revoked immediately.
      - **Port-outs over LHA payment standard:** All participants ported out of the LHA jurisdiction whose payment standard is above LHA's current payment standard will be terminated from the program.
      - **Delinquent repayments:** All participants with delinquent payment status will be terminated.
      - **Single/Couples:** Any household without children that contains no disabled or elderly household members will be terminated.
      - **HAP Payments $100 or less:** All participants with housing assistance payments of $100 or less will be terminated and returned to the waiting list according to the date and time of their original application.

    - The order of selection in this category will be the lowest HAP removed first.
    - If the HAP amounts are equal in the selection process, the participant with the most recent admission date would be terminated first.
- **Most current admission dates:** Participants with the most current admission date would be terminated from the program. The participant would be returned to the waiting list according to the time and date of their original application.
- **HUD-VASH, NED and FUP Vouchers:**
    - Per Notice PIH 2012-9, should LHA have to terminate families from the voucher program due to a funding shortfall, project-based vouchers, HUD-VASH, NED and FUP families must be the last to be terminated.
    - Per Notice PIH 2012-9, LHA must first issue vouchers to HUD-VASH, NED and FUP families on its waiting list when it resumes issuing vouchers.

Section XX
Hearing Procedures for Applicants and Participants
(24 CFR 982.554, 982.55 and 982.158)

A. **Overview:**
   1. All Section 8 applicants have the right to request an informal review.
   2. All Section 8 participants have the right to an informal hearing when LHA decision(s) may affect their status as a participant and the type and scope of benefits that are afforded to them under the Section 8 program.
      a. An informal hearing allows a participant an opportunity to present the participant's individual circumstances or personal hardship, which could reverse or modify LHA's initial decision.
   3. Both informal reviews and informal hearings provide an opportunity to review LHA's initial proposed decision(s) for compliance of HUD regulations and LHA policies.
   4. The Hearing Officer may reverse, modify or affirm with or without conditions, LHA's initial or proposed decision as long as the hearing officer's decision is not contrary to HUD regulations or requirements or otherwise contrary to federal, state and local law.

B. **Exemptions from Informal Review or Hearing Procedures:**
   1. Discretionary administrative determinations;
   2. General policy issues or class grievances;
   3. Establishing or reviewing LHA utility allowances;
   4. Extending or suspending a term of a voucher;
   5. Approving a unit or owner's lease:
   6. HQS determination on a unit;
   7. HQS occupancy violations because of family size;
   8. LHA's contractual right and remedies with an owner.

C. **Notification:** LHA will notify an applicant or participant in writing of a decision to deny eligibility for Section 8 assistance or waiting list.
   1. The written decision will afford the applicant the right to request an informal review and the participant the right to request an informal hearing within ten (10) calendar days from the date of the LHA written decision.
   2. In cases where there is an active Housing Assistance Payment contract, LHA will provide an opportunity for an Informal Hearing before the actual termination of the housing assistance payments.
   3. In denying admission for criminal activity, LHA must provide the applicant with a copy of the criminal record before the informal review.
   4. All requests for an informal review/hearing must be made in writing within ten (10) calendar days from the date of the written decision. LHA will accept hearing requests in other forms as an accommodation to a disability.
      a. The participant/applicant must bear the burden of proof for any claim of lost or undelivered mail.
      b. Any information delivered in person must be time and date stamped by LHA staff to be considered delivered.
         - Items placed in the drop box are not considered received until they are time and date stamped by LHA office staff on the following business day.

5. All reviews and hearings will be held at the LHA office located at 5700 R Street, Lincoln, Nebraska. LHA will maintain all copies of correspondence in the applicant/participant's file.

D. **Hearing Officer:** The Hearing Officer shall regulate the conduct of the hearing in accordance with LHA hearing procedures.
   1. The Hearing Officer shall conduct the hearing informally.
   2. The hearing officer will be neither the person who made or approved the decision under review or a subordinate of such person.
   3. Hearing Officers may be LHA employees appointed by the Executive Director.

E. **Informal Review Procedures:**
   1. An informal review will be convened within fourteen (14) business days from the date of the applicant's written request.
   2. The applicant may present oral or written arguments relative to the decision under review.
   3. LHA will notify the applicant in writing of the results of the informal review within 10 business days after the informal review.
   4. LHA's decision is final.

F. **Informal Hearing Procedures:**
   1. LHA will schedule the Informal Hearing within ten (10) business days from receipt of the participant's written request.
      a. A written confirmation notice will be sent to the participant stating the date, time and location of the informal hearing.
      b. The confirmation notice will be sent to the participant's last known address.
   2. The procedures for conducting the informal hearing will be mailed to the participant.
   3. A participant's failure to attend a scheduled hearing without prior notice or appearing more than 30 minutes after the start time of the hearing will result in forfeiture of the right to a hearing.
   4. The voucher participant may, at the participant's own expense, be represented by a lawyer or other representative.
   5. The informal hearing may be recorded or transcribed by the sole party who has arranged for the service.
   6. The Hearing Officer will be responsible to conduct the hearing in accordance with the following guidelines:
      a. LHA's representative will be given an opportunity to explain the LHA decision. LHA may present evidence and question witnesses.
      b. The participant will have the opportunity to question any LHA witnesses.
      c. The participant or participant's representative will have an opportunity to present his/her objections to the decision in question. Information related to only the specific LHA decision will be allowed at this hearing. The participant may present evidence or question witnesses at this time.
      d. The participant may contact LHA before the informal hearing to examine any Housing Authority documents that are directly related to the hearing or receive more information on the basis of the violation(s):
         - LHA must be given a minimum of two (2) working days notice to examine documents.
         - The participant may copy any such document at the participant's expense.

- If LHA receives the request with the advanced notice and does not make the document available for examination, LHA may not rely on the document at the hearing.

e. Only evidence submitted at or before the hearing will be considered by the Hearing Officer.
    - After the hearing, the Hearing Officer will not perform any independent investigation based on statements made by the participant at the time of the hearing.

f. Verification:
    - Participants must provide credible verification of any statements at the time of the hearing.
    - Verification of statements will not be considered after the hearing.
    - All written documents submitted by the participant at the time of the hearing, and that are not signed by a person who is in attendance at the hearing, must be notarized.
    - Contents of statements not notarized will not be considered by the Hearing Officer.
    - LHA can help verify information before the Informal Hearing, but the request to verify information must be provided to LHA at least two (2) business days prior to the hearing.
    - LHA is not required to call as witnesses those persons whose testimony would relate only to verification or non-verification of information provided by the participant.
    - If unverified or uncorroborated documents, or statements, or oral testimony are presented at the informal hearing, the hearing officer will give the evidence the weight and credibility deemed appropriate.

g. The participant may receive, upon request, at the hearing, copies of any written evidence or reports submitted by LHA to the Hearing Officer.

h. The Hearing Officer will issue a written decision based on the original request for the informal hearing.
    - The Hearing Officer may consider all applicable federal and state law, HUD rules and regulations and LHA rules and regulations as well as the record and evidence presented at the hearing.
    - The Hearing Officer may reverse, modify, or affirm with or without conditions LHA's decision.
    - The Hearing Officer will issue a written decision stating the reasons for the decision within thirty (30) calendar days of the informal hearing.
    - A copy of the written decision shall be mailed to the participant within three (3) business days after the written and signed decision by the Hearing Officer.
    - LHA shall not be bound by the Hearing Officer's decision when:
        - LHA is not required to provide an opportunity for an informal hearing, or the matter exceeds the authority of the person conducting the hearing under these procedures; or
        - The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.

- If LHA determines it is not bound by the hearing decision, LHA will promptly notify the participant of the determination and the reasons for the determination.

G. **Reasonable Accommodations:** LHA will provide reasonable accommodation for persons with disabilities to participate in the hearing.
   1. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations or attendants.
   2. The participant must notify LHA within two business days of the hearing regarding the need for a reasonable accommodation.

Section XXI
Homeless Voucher Program

A. **Overview:** The Homeless Voucher Program began in May of 1998 to provide housing and continued supportive assistance to homeless families and individuals.
   1. The purpose is to stabilize households in order to reduce the need for rent and supportive assistance and to assist the household in breaking the cycle of homelessness.
   2. Sixty-five (65) Housing Choice Vouchers are allocated to the Homeless Voucher Program with
      a. 45 vouchers serving families, disabled and elderly: and
      b. 20 vouchers serving the single, non-elderly and non-disabled or two adults without children.
   3. The Homeless Voucher Program is subject to the rules and regulations of the Housing Choice Voucher program, Moving to Work Agreement, LHA Administrative Plan, and the Program and Case Management Information and Guidelines.

B. **Oversight:** A Homeless Committee has been established with bylaws.

   The committee shall follow the bylaws and procedures established in the procedure guidance "Program and Case Management Information and Guidelines".

C. **Waiting List:**
   1. A separate waiting list is established for the 65 homeless vouchers.
   2. Placement on the Homeless Waiting list:
      a. Applications are submitted to LHA by a Homeless Committee member; and
      b. Applications remain on the waiting list according to the date and time the application is received.

D. **Admission to the Homeless Voucher Program:** When the applicant's name arrives at the top of the waiting list, based on time and date of the application:
   1. The Homeless Committee member (case manager) will conduct a pre-screening and case plan with goals with the applicant; and
   2. The case manager will present the applicant and case plan to the Homeless Committee for approval as stated in the procedure guidance.

E. **Continued Assistance:** The case manager will submit a request to the Homeless Committee to transfer the participant to the Housing Choice Voucher program upon successful completion of the participant's case plan. Participants of the Homeless Voucher Program are able to continue participation for a maximum of five (5) years.

F. **Non-Cooperation with Case Management**: Participants or Applicants of the Homeless Voucher Program must comply with: their case plan and the policies established in the Homeless Voucher Program Bylaws and Case Management Guidelines or be subject to termination or denial from the Homeless Voucher Program.
   1. If housing assistance is terminated, a participant may not reapply until:
      a. One year has passed from the termination, or
      b. The anniversary of the lease termination, whichever is longer.

Section XXII
Project Based Vouchers

A. **Overview:** Lincoln Housing Authority may set aside Section 8 Housing Choice Vouchers for Project-Based Housing assistance according to regulations cited in 24 CFR 983.

The number of vouchers converted to project-based housing will be determined based on the housing and service needs within the LHA jurisdiction and the regulations cited in 24 CFR 983. Under LHA's current allocation of tenant-based vouchers, the total cumulative number of Moving to Work tenant-based vouchers to be made available for Project-based units will not exceed 80 vouchers. If additional project-based VASH voucher allocations are made available, LHA may submit an application for the new project-based VASH voucher allocations up to 75 VASH vouchers. LHA will utilize up to 320 project-based vouchers awarded as part of a Rental Assistance Demonstration (RAD) conversion of public housing units or Section 18 disposition conversion to tenant protection vouchers.

B. **Moving to Work Project Based Vouchers:** Utilizing the flexibility the Moving to Work (MTW) agreement, LHA intends to establish a Project-Based Voucher (PBV) Program that will serve the needs of the city of Lincoln low-income residents who are in need of housing while also serving the needs of the community.

Under the current MTW Plan, LHA intends to:

1. Collaborate with local developers and non-profit housing providers by creating long-term subsidies by means of project-based vouchers, in exchange for the creation of affordable housing for low-income families and individuals targeted to persons with disabilities that receive supportive services in addition to housing.
2. Increase the range of options available to low-income households living in high-poverty areas.
3. Designate up to 30 Moving to Work vouchers as project-based vouchers to support a development that provides housing and services to persons fleeing Domestic Violence

~~3.~~4. Designate 80 Moving to Work vouchers as project-based vouchers (PBV) from LHA's baseline voucher allocation.
   - Currently 58 of the MTW tenant-based vouchers are designated PBV for Crossroads House Apartments.

~~4.~~5. Designate up to 75 VASH vouchers as project-based vouchers (PBV) to increase the range of affordable housing units for veterans.
   - Currently 70 HUD-VASH vouchers are designated as PBV for Victory Park Apartments-Lincoln at 445 Honor Drive, Lincoln, Nebraska.

~~5.~~6. Designate up to 320 project-based vouchers in two developments:
   - Mahoney Manor (120 units) and Scattered Site (200 units).
     - The RAD and/or Section 18 disposition vouchers are awarded separately by HUD as replacements for public housing units under a HUD approved public housing conversion.

~~6.~~7. Expand the use of project-based vouchers by increasing the permissible percentage of subsidized units in a single development. LHA will allow more than 25% of the units in a

development to be project-based when this will result in the preservation of affordable housing and does not result in an increased concentration of low-income families.

~~7.~~8. Utilize project-based vouchers within LHA-owned properties without competitive bid. This utilization of project-based vouchers is intended to maintain or preserve affordable units designated for low income households.

a. Under the MTW Plan LHA has waived the requirement of an independent entity entering into contracts, conducting HQS inspections and making rent reasonableness determinations.
    - Therefore, LHA may conduct inspections, make rent reasonableness determinations and agree to any HAP contract terms on LHA owned or managed property in accordance with the annual MTW Plan.

b. LHA waives the requirement to furnish a copy of each inspection report to the HUD Field office.

~~8.~~9. Allow for project-specific waiting lists to be maintained by the owners or non-profit providers in compliance with agency standards.

~~9.~~10. Allow unit amendments to the project-based voucher HAP contract beyond the three-year limit.

~~10.~~11. Allow zero HAP tenants to occupy a unit indefinitely and the unit will remain designated as project-based under the HAP contract.

If the tenant's income decreases with a voucher the HAP payments will be reinstated.

~~11.~~12. The tenant's rent portion will be calculated using MTW utility allowances:

a. Total Tenant Payment (TTP) minus MTW utility allowance equals tenant's rent portion.

b. Project-based vouchers in former public housing units will have unit specific utility allowances.

C. **Program Goals:** LHA has the goals of deconcentrating poverty, expanding housing, and expanding economic opportunities. To work to accomplish these goals:

1. LHA will collaborate with local developers and non-profit housing providers by using Moving to Work Section 8 Housing Choice vouchers as project-based vouchers, in exchange for the creation of affordable housing for low-income families and individuals targeted to persons with disabilities that receive supportive services in addition to housing.
2. LHA will collaborate with local developers and non-profit housing providers by using project based VASH vouchers, in exchange for the creation of affordable housing for low-income families and individuals targeted to veterans that will receive supportive services.
3. LHA prefers project-based voucher sites to be located in census tracts with poverty rates of less than 20 percent. Census tract areas with poverty rates above 20 percent will be considered when the site will increase the range of quality affordable housing options in the area.

D. **Annual Review of PBV Program:** Lincoln Housing Authority (LHA) shall review its portfolio of available vouchers each year to establish priorities for the project-based voucher program for the upcoming year and determine the number of vouchers to be issued. LHA shall design an appropriate allocation process consistent with the annually established priorities and total number of vouchers available for the project-based voucher program for that year.

E. **Qualified Agencies:** Agencies qualified to participate in the project-based voucher program must either be:
   1. A non-profit or for-profit entity with a mission to provide housing and supportive services to low-income disabled or elderly families and individuals; or
   2. A division of government mandated to provide affordable housing to very low-income families and individuals.

F. **Selection of PBV Proposals:** LHA has the option to make project-based voucher funding available from any of these three selection processes:
   1. **Competitive Process:** The competitive selection process will require LHA to select owners through a competitive Request for Proposal (RFP) process. Specifically, LHA will advertise when applications will be accepted for Project Based Voucher assistance, a selection committee will be established by the Executive Director and the pre-defined selection criteria established by Executive Director prior to the advertisement of the RFP will be used in the selection process. This competitive selection process will only be used as a last resort when the other competitive and non-competitive selection processes do not provide affordable housing opportunities.
   2. **Other Competitive Process:** The other competitive process will be used to make funding available in response to a request from owners with housing that is assisted under a federal, state or local government affordable housing assistance, community development or supportive service program that required selection of proposals (e.g. HOME, and LIHTC projects).
      a. In order to use the "other competitive process", the original competition should not have used the possibility of future Project Based Vouchers in the original competition process and must have been selected based on the project's merits at the time of the competition.
      b. LHA may select owner proposals without a separate competition process as long as the project was selected under the other program competition within three years of the project-based voucher proposal selection date.
         - LHA will require the owner to provide a copy of the approved application from the other program competition.
      c. LHA has a designated application for those sites who wish to be considered through the "other competitive process" format.
         - Applications will be continually accepted and evaluated based on the availability of vouchers.
      d. For project-basing HUD VASH vouchers, LHA will consider Enhanced Use Lease (EUL) sites to qualify for the "other competitive" selection process as described in HUD PIH notice 2014-03.
         - LHA will require the developer to provide written proof that the proposed site is an EUL site and has a site approval to develop the project.
      e. LHA will review and evaluate the Project-based Voucher Owner applications based on the following factors:
         - The project will serve the needs of the city of Lincoln low-income residents who are in need of housing while also serving the needs of the community.
         - The project's ability to create affordable housing options for low-income families and individuals targeted to persons with disabilities that receive supportive services in addition to housing.

- For VASH project-based vouchers, the projects ability to create affordable housing for low-income families and individuals targeted to veterans that will receive supportive services.
- The extent in which the proposal furthers the goal of deconcentrating poverty and expanding housing and economic opportunities.
- The extent in which project-based voucher assistance will facilitate project feasibility,
- The projects ability to comply with the projected-based voucher regulations as established in 24 CFR 983.

3. **Voluntary Conversion**: LHA may use the Moving to Work Agreement option to voluntarily project-base vouchers in property owned directly or indirectly by this agency without a competitive bid.

G. **Site Selection Criteria:** The following site selection criteria is required but is not all inclusive:
1. Unit rent must be affordable. Rent is considered affordable when the gross rent (contract rent plus utilities) does not exceed the established payment standard for the program.
2. In accordance with LHA's MTW plan, LHA will give preference to those entities that provide onsite-supportive services specifically to serve the chronic and serious mentally ill and/or any property owned or managed by LHA.
3. When using VASH vouchers the site must enhance affordable housing opportunities for low-income families and individuals who are veterans.
4. Proposed units must fully meet Housing Quality Standards.
5. Site must be suitable for facilitating full compliance with fair housing objectives.
6. Sites must be able to comply with Environmental and Subsidy Layering Review requirements as established in 24 CFR 983.55.
7. The site must promote LHA's goals of deconcentrating poverty and expanding housing and economic opportunities.
8. Complies with the Project Based Voucher site selection standards of 24 CFR 983.57.

H. **Environmental review:** Project-based voucher projects are subject to environmental review requirements. Prior to execution of a an Agreement to Enter into a Housing Assistance Payments (AHAP) or the Housing Assistance Payment (HAP) Contract, the owner will be required to present evidence that the environmental review has been performed by a qualified entity or, where applicable, documentation that the project is categorically excluded from review under the National Environmental Policy Act (NEPA). The owner will be required to reimburse LHA for any costs associated with obtaining an acceptable environmental review performed by a qualified entity.

I. **Services Agreements:** Organizations awarded Project-based vouchers with the preference to serve the chronic and serious mentally ill population must execute a Services Agreement with Lincoln Housing Authority, in which the organization commits to providing specific supportive services to their disabled tenants. LHA will require compliance for any supportive services obligations entered into by the family where supportive services are provided as a condition of residency. LHA will audit and/or require annual progress reports certifying the tenants are in compliance with their Individual Services Plans (ISPs).

J. **Preferences:**

1. **In-Place Families:** When units are initially awarded project-based assistance and the selected unit(s) is occupied, LHA will consider these families "in-place" and be given a selection preference for the now-assisted unit.
    a. The family will be scheduled for an intake interview and given the opportunity to demonstrate eligibility for the project-based voucher.
    b. At the time of a RAD PBV conversion, in-place families will not be rescreened for eligibility.
2. **Crossroad House Apartments:** In addition to the In-Place Family preference, Crossroads House will have a primary preference for Homeless, Disaster, and Domestic Violence as defined in Section III of this Plan.
3. **Mahoney Manor:** In addition to the In-Place Family preference, Mahoney Manor will have a primary preference for elderly persons age 62 and over and a near elderly preference for persons aged 50 years and over.
    a. LHA will offer available units first to applicants where the head, spouse or sole family member is age 62 years and over.
    b. If there are insufficient elderly applicants for a particular vacant apartment, LHA will offer the apartment to applicants who are age 50 years and over.
    c. LHA will not offer units to persons who are below the age of 50 years.
    d. Mahoney Manor will have secondary preferences for Homeless, Disaster, and Domestic Violence as defined in Section III of this Plan.
4. **Scattered Site:** In addition to the In-Place Family preference, the Scattered Site development will have preferences for Homeless, Disaster, and Domestic Violence as defined in Section III of this Plan.

K. **Site Specific Waiting Lists/Vacancy Referrals:**

1. **Waiting Lists:**
    a. **Non-profit and For-profit owners** who provide housing and supportive services will be required to establish their own waiting list for project-based units subject to requirements specified in the Housing Assistance Payment contract and/or applicable agency/owner agreements.
        - All new voucher applicants and site eligible families currently on LHA's tenant-based waiting list will be provided notification of the option to have their name placed on all/any open project-based waiting list.
        - LHA may conduct annual audits on the PBV site's waiting list and tenant selection process to ensure the site maintains compliance with all PBV program requirements and any provisions specified in the contract agreement.
    b. **Crossroad House Apartments** project-based waiting list: For Crossroads House Apartments, eligible applicants, age 55 or older, will be placed on their site-based waiting list according to the date and time of the application.
    c. **Mahoney Manor** project-based waiting list: Eligible applicants age 50 years and over will be placed on the Mahoney Manor site-based waiting list by bedroom size according to date and time of application and the preferences listed above.
    d. **Scattered Site** project-based waiting list: Eligible applicants will be placed on the scattered-site waiting list by bedroom size according to date and time of application and the preferences listed above.

2. **Unit Offers:** As a unit becomes available for occupancy, the verified, eligible applicant first on the respective waiting list for the available size of unit shall be offered a unit in accordance with the following plan:
    a. **One Offer:** The owner will offer the available unit to the applicant at the top of the waiting list. The applicant must accept the unit offered or the owner will change the date of the application to the date of the unit offer, effectively lowering the rank of the application on the waiting list.
        - After the applicant has refused two offers, the owner will cancel the project-based voucher application for that waiting list.
        - The offers will not affect an applicant's placement on other waiting lists.
    b. **Allowable Refusals:** Under certain circumstances the owner may allow the applicant to refuse a unit and remain at the top of the waiting list. If the owner is satisfied that the refusal meets the criteria below, the owner will consider the refusal of the offer to be an "allowable refusal," and will not move the applicant to the bottom of the waiting list.
        - The applicant is willing to accept the unit offered but is unable to move at the time of the offer due to health reasons or because of current lease obligations.
            - A lease requirement for a 30-day notice to vacate does not meet the criteria for an allowable refusal.
            - An inability to move based on finances does not meet the criteria for an allowable refusal. This will be considered the first offer, although the applicant will maintain their position on the waiting list. Once the initial lease obligation or health reason has expired or ended, LHA will make the second and final offer. If the second offer is refused, the owner will cancel the application.
        - The applicant's acceptance of a given unit will result in undue hardship not related to consideration of race, color, or national origin, and the applicant presents clear evidence to substantiate this claim. Examples of such hardship include:
            - The unit is inappropriate for applicant's disability.
            - The applicant does not need the accessibility features in the unit, and the applicant would be able to reside there only temporarily.

L. **Eligibility for PBV Assistance:**
1. **MTW or VASH:** Families selected from the site-based waiting list to participate in the MTW or VASH project-based voucher program must attend an intake interview and complete the intake process in order to be determined eligible for the program.
2. **Non-profit and For-profit owners:** A preliminary eligibility determination will be conducted on-site by the owner or designated staff according to the HAP contract and the signed agreement between the LHA and the owner.

    The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of maintaining or improving housing opportunities for very low-income families and are reasonably related to program eligibility and the applicant's ability to fulfill their obligations while under lease.

M. **Tenant Screening:** Screening for tenant suitability is the responsibility of the site owner.
   1. Applicants for the project-based assistance program must meet the same initial eligibility requirements as applicants for the MTW tenant-based voucher program, unless otherwise stated in the HAP contract and/or applicable agency/owner agreements.
   2. For project-based VASH voucher sites: the applicants will meet the same initial eligibility requirements for the VASH tenant-based voucher program which utilizes the Housing First approach. The Housing First approach means LHA will be limited to considering only the following new admission eligibility requirements for the applicants to the VASH project-based voucher program:
      - Legal Capacity
      - Completion of an Application
      - Income
      - Social Security Number
      - Citizenship or eligible immigration status
      - No household member can be a lifetime registered sex offender

N. **Ongoing Eligibility:** Owners are required to assist participant tenants with completing the annual or biennial re-certification process.
   1. The owner must schedule an annual on-site interview to assist their clients with the completion of necessary re-certification forms and the gathering of required verifications as stated in applicable agency/owner agreements.
   2. The owner must provide LHA with a copy of all of leases for the PBV unit.
   3. Final eligibility and rent portion determinations will be completed by LHA staff.
   4. File audits may be conducted on regular basis for project-based voucher files.

O. **Occupancy Standards:**
   1. LHA will apply the same Occupancy Standards in the project-based program as it uses for the tenant-based assistance program unless otherwise stated in the HAP Contract and/or addendums for the specific development.
   2. For public housing units (Mahoney Manor and Scattered Site developments), LHA will apply the Occupancy Standards in LHA's Admissions and Continued Occupancy Policy.

P. **Utility Allowances:**
   1. Utility Allowance calculations will be computed for project-based units in the same manner as MTW tenant-based voucher calculations.
   2. For public housing units (Mahoney Manor and Scattered Sites developments), utility allowances will be site and unit specific.

Q. **Inspections/Rent Reasonableness:** HQS Inspections and Rent Reasonableness determinations will be conducted yearly for project-based developments with 100 percent of the project-based units inspected annually. Under MTW Plan activities, LHA is not required to furnish a copy of each Inspection report to the HUD Field office for property owned or managed by LHA.

R. **Lease Agreement and HAP Contract:** The lease requirements and the execution of the HAP contract will generally be the same in the project-based program as it is for the tenant-based assistance program, unless otherwise stated in the HAP Contract and/or addendums for that specific development.

1. **Addition of Contract Units:** A HAP contract may be amended during the three-year period following the execution of the HAP contract to add additional project-based voucher units in the same building or complex.
    a. Under LHA's MTW plan, LHA may allow unit amendments to a project-based voucher HAP Contract beyond the initial three-year limit.
    b. The extension for unit amendments will be considered when it is necessary to allow a zero HAP participant to continue to occupy the unit indefinitely and prevent the tenant's displacement from their current residence.
2. **HAP Contract Year, Anniversary and Expiration Dates:** The anniversary and expiration dates for all units coincide with the date that site was originally placed under contract
    a. The initial HAP contract year is calculated from the first day of the first calendar month of the HAP contract term.
    b. The annual anniversary date is the first day of the first calendar month after the end of the preceding contract year.
    c. There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where the contract units are placed under HAP contract in stages (different dates) or units are added by amendment.

S. **Rent Subsidy Contracts:**
1. **MTW:** Rent subsidy contracts are available up to fifteen (15) years for MTW project-based vouchers.
2. **VASH:** If additional project-based VASH voucher allocations are made available, rent subsidy contracts can be established for up to fifteen (15) years for VASH project-based vouchers.
3. **Rent Subsidy:** All rent subsidies shall not exceed the published payment standards as approved in the LHA Section 8 Administrative Plan.
4. **Vacancy Loss/Damage Claims:** When a project-based unit becomes vacant, LHA will not pay the owner Housing Assistance payments to cover vacancy loss. LHA will not pay the owner for any damages to the unit.
    - If any project-based contract units have been vacant for a period of 120 days or more since owner notice of vacancy, LHA will give notice to the owner amending the HAP contract to reduce the number of contracts units that have been vacant for such a period. (24 CFR 983.254)

T. **Moves:**
1. **Overcrowded:** If after initial tenancy, the family is occupying a unit that is too small based on occupancy/subsidy standards or does not have the accessibility features required to accommodate a disability then the family and the owner will be given a proper written 30 day notice to move.
    a. LHA will offer the family continued assistance in the following order based on availability:
        - PBV assistance in the same building or project;
        - Tenant-based voucher assistance.
    b. For project-based VASH voucher units, the tenant-based voucher assistance must come from a VASH designated program.
2. **Under-Occupied:** If after initial tenancy, the family is occupying a unit that is too big based on occupancy/subsidy standards or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, LHA will require the family move by their next annual or biennial re-examination effective date.

a. LHA will offer the family continued assistance in the following order based on availability:
    - PBV assistance in the same building or project; or
    - Tenant-based voucher assistance.
b. For project-based VASH voucher units, the tenant-based voucher assistance must come from a VASH designated program.

U. **Exit Vouchers/Continued Assistance/Family Break-Up:**

1. **Exit Vouchers**
    a. **After 12 Months:** After a household has participated in the project-based voucher program for no less than 12 months and is in good standing with LHA and program requirements, the family may move from the project-based assisted unit and retain federal housing assistance under the tenant-based voucher program.
        - If the project-based unit offers supportive services, the family must be in compliance with their Individual Service Plan (ISP).
        - Lincoln Housing Authority will provide a tenant-based voucher when funding is available. When funding is not available, the tenant will be given priority once vouchers become available.
    b. **Less than 12 Months:** Households who leave the project-based voucher program before one year and/or do not meet the requirements or agreements of the program are not eligible for continued assistance.
        - Exceptions will be made to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking.
            - In these circumstances the family may receive a tenant-based voucher, if available, to transfer to another unit even if the move would be in violation of the current lease and the project-based voucher one-year minimum residency requirement.
            - Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.
2. **Continued Assistance:**
    a. **MTW:** Under the MTW project-based voucher program, tenants who occupy a project-based unit with zero HAP may continue to occupy their unit indefinitely, and the unit will remain designated as a project-based unit under contract.
        - The HAP would be re-instated for this unit, if the tenant's income decreases, or if a new tenant moves into the unit who qualifies for HAP assistance.
    b. **HUD-VASH** PBV Continued Assistance: In accordance with HUD notice PIH 2015-10, the following must be implemented when a HUD-VASH family is eligible to move from its HUD-VASH PBV unit and there is no comparable tenant-based rental assistance to offer the family:
        - If a HUD-VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, the PHA may require the family to wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days.
        - If a HUD-VASH tenant-based voucher is still not available after the period of 180 days, the family will be allowed to move with a HUD-VASH voucher but LHA will be required to replace the assistance in the PBV unit with a regular

voucher, unless LHA and the owner agree to remove the unit from the HAP contract.

- If after 180 days, a HUD -VASH tenant based voucher does not become available and the PHA does not have sufficient funds available in the "regular" HCV program to attach assistance to the PBV unit, the family may be required to remain in the PBV unit until funding becomes available.
- When a family member is receiving protection as a victim of domestic violence, dating violence, sexual assault, or stalking and the veteran is the perpetrator of such violence, the victim must continue to be assisted. If the victim has been living in the unit for one year or more, the victim will be given a regular tenant-based voucher, if one is available. If the victim has been living in the unit for one year or more, the victim will be given a regular tenant-based voucher, if one is available. If the victim has been living in the unit for less than one year, the victim will be placed on the regular tenant-based voucher waiting list with a Domestic Violence preference. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

3. **Family Break-Up:** In the event of a family break-up by divorce or separation, the designated head of household shall decide who remains in the assisted unit and report the change in household composition to LHA in writing.
    a. No further subsidy is provided to the departing household members, unless directed otherwise by a court of law.
    b. Exceptions will be made to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking, in these circumstances the victim may receive a tenant-based voucher, if available and the tenant has resided in the unit for one year or longer. If the victim has been living in the unit for less than one year, the victim will be placed on the regular tenant-based voucher waiting list with a Domestic Violence preference. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

V. **Project-Based Vouchers in Former Public Housing Units:** LHA will operate these PBV developments in accordance with the HUD RAD Agreement, the MTW Agreement, PIH Notice 2017-03, LHA's MTW Plan, and any use restrictions following Section 18 disposition.
    1. **Inspections:** In accordance with the MTW Plan, LHA will conduct inspections and determine rent reasonableness for these vouchers.
    2. **Rent Calculation:** LHA will calculate rent in the following way for tenants whose Total Tenant Payment (TTP) equals or exceeds the Gross Rent for the unit (Zero HAP tenants) in former Public Housing developments.
        a. **Mahoney Manor:** Both existing tenants (pre-RAD conversion) and new tenants (post-RAD conversion will pay rent based on their TTP up to the Gross Rent for the unit. Zero HAP tenants will continue to pay the Gross Rent for the unit indefinitely until their income decreases or the Gross Rent increases to a point where they qualify for HAP again. A tenant's portion of rent will not increase above the RAD PBV Gross Rent for the unit.
        b. **Rent Phase-in/Hardship Policy:** Current public housing ceiling rents are less than the anticipated gross rents at conversion. We have developed the following phase-

in of potential rent increases for households whose TTP exceeds the 2018 public housing ceiling rents:

- At the first scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus $25.00.
- At the second scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus $50.00.
- At the third scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay up to the gross rent at the time of the recertification.

3. **Recertification Cycles:** Upon conversion from public housing to project-based vouchers, the family's last public housing annual or interim income recertification will serve as the initial certification for the voucher program. The family will remain on the same annual or biennial review cycle and schedule.

Section XXIII
Mainstream Housing Opportunities for Persons with Disabilities program

A. Overview: Lincoln Housing Authority was awarded funding for 147 Mainstream vouchers (20 effective August 1, 2006, 40 effective May 1, 2020, 12 effective June 1, 2020, and 75 effective March 1, 2021) to be utilized by eligible disabled families.

1. Lincoln Housing Authority will operate the Mainstream Housing program by following:
    a. The policy sent forth in accordance with HUD regulations and requirements governing the Housing Choice Voucher Program;
    b. The policy established by LHA's current Administrative Plan and as identified within the Mainstream Program Operating Plan; and
    c. Effective April 1, 2019, all MTW HCV activities will apply to all Mainstream vouchers.
        i The MTW HCV activities will apply to Mainstream vouchers at initial lease-up or at the next annual or interim review on or after April 1, 2019.

B. **Eligibility:**

1. All Mainstream households must have a member who:
    a. has a disability as defined in 42 U.S.C. 423;
    b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
        - Is expected to be of long-continued and indefinite duration;
        - Substantially impedes his or her ability to live independently, and
        - 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
        - Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
        - Does not include a person whose disability is based solely on any drug or alcohol dependence.
        - Means individual with handicaps, as defined in 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.
2. All Mainstream households must have one or more individuals.
3. All Mainstream households must have at least one member that is disabled and between the ages of 18-62 at admission.
    A household where the sole member is an emancipated minor is not eligible.

C. **Selection:** Applicants meeting the disabled criteria will be selected from the waiting list based on date and time of the application and using local preferences.

1. When LHA is selecting applicants from the waitlist for Mainstream voucher consideration, applicants meeting the disability requirements will be selected from the HCV waiting list, using local preferences, to determine eligibility for program admission.
2. If applicants are deemed eligible for a Mainstream voucher, effective November 1, 2024, the initial voucher will be issued for 120 days (see Section VI.D.)

D. **Continued Assistance**: If it is determined at the annual or biennial re-examination that any Mainstream family no longer qualifies as a "disabled" household:

The family will be offered continued HCV assistance by transferring from the Mainstream Voucher program to the Housing Choice Voucher program, pending funding availability.

E. **Financial Assistance from CARES Act funding, effective January 1, 2023:** The following assistance may be available to assist voucher holders as long as the awarded funding is available:

1. Security Deposit Assistance. Households may request assistance with security deposits for new and transfer vouchers may be provided directly to property manager or landlords. The security deposit assistance will not exceed one month's rent.
2. Application Fees. Households may request assistance with customary and usual application fees required at the time of applying for a unit that accepts Housing Choice Vouchers. The fee will be paid directly to the property manager or landlord, a maximum of $100 per application fee and 4 application fees per voucher.
3. Landlord Incentive. The landlord incentive, differing from the MTW landlord incentive, will be $500. The $500 incentive will be provided to the landlord/owner as a one-time fee upon the execution of the HAP contract for the new unit and tenant. The landlord/owner is not eligible for the incentive payment if the contract is executed for a transfer in units with the same landlord/owner, or if the contract is executed due to a lease renewal or change. The following properties are also excluded from the additional landlord incentive payment; 1) properties managed or owned by LHA, or 2) properties receiving Low Income Housing Tax Credits.

Section XXIV
Veterans Affairs Supportive Housing (VASH) voucher program

A. **Overview:** The HUD-VASH program combines HUD HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs Medical Centers (VAMC).
   1. 162 rental vouchers were awarded for Lincoln Housing Authority to administer. 70 have been designated Project-Based and assigned to Victory Park Apartments.
   2. LHA's Administrative Plan policies apply to HUD-VASH vouchers unless the local policy conflicts with the requirements HUD-VASH requirements identified in Federal Register notices. Currently FR-5213-N-01 cites the HUD -VASH program requirements.
   3. LHA will operate VASH vouchers in accordance with specifications of the Moving to Work (MTW) agreement with HUD as authorized on September 8, 2011.

B. **Admissions:**
   1. The VAMC will refer participants to LHA for eligibility determination for the issuance of a voucher.
      a. LHA does not have the authority to maintain a waiting list or apply local preferences for the VASH voucher program.
   2. VAMC will screen all families.
      a. LHA relinquishes its authority to determine the eligibility of families in accordance to the regular HCV program rules and LHA policies.
      b. LHA does not have the authority to screen families or deny assistance for any grounds permitted under 24 CFR 982.552 and 982.553, with one exception.
         - LHA is still required to prohibit admission if any family member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

C. **Income Eligibility:** LHA will determine income eligibility for families in accordance to 24 CFR 982.201. Income targeting requirements do not apply. The Low Income limits (80% of Median Income) will be used for VASH.

D. **Voucher Issuance:** The initial search term of the vouchers is 120 days. Any extensions will follow the HCV Administrative Plan policy.

E. **Initial Lease Terms:** The initial lease term may be established for less than 12 months.

F. **Ineligible Housing:** HUD-VASH families are permitted to live on the grounds of a VAMC in units owned by the VA.

G. **Portability:** HUD-VASH participants must reside in jurisdictional areas that are accessible to case management services as determined by partnering VAMC.

H. **Case Management:** As a condition of rental assistance the HUD- VASH family must receive case management services from the VAMC.
   1. Failure to participate, without good cause, in case management will result in termination of HUD-VASH voucher assistance as verified by VAMC.

2. If the VAMC determines the family no longer requires case management service the family will be offered continued HCV assistance and transferred to a Housing Choice Voucher, pending funding availability.

I. **Continued Assistance:** When a family member is receiving protection as a victim of domestic violence, dating violence, sexual assault, or stalking and the veteran is the perpetrator of such violence, the victim must continue to be assisted.
   1. The victim will be given a regular tenant-based voucher, if one is available.
   2. If a regular tenant-based voucher is not available, then the perpetrator (veteran) must be terminated from assistance, and the victim will continue to use the HUD-VASH voucher until a regular tenant-based voucher is available.

J. **Family Break-up:** In the event of a family break-up by divorce or separation:
   1. The designated head of household shall:
      a. Decide who remains in the assisted unit, and
      b. Report the change in household composition to LHA in writing.
   2. No further subsidy is provided to the departing household members.
   3. Exceptions will be made to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking.
      a. In these circumstances the victim may receive a tenant-based voucher, if available.
         - Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

Section XXV
Family Unification Program

A. **Overview**: Should Lincoln Housing Authority be designated to receive Housing Choice Vouchers under the Family Unification Program (FUP), this section will describe the administrative policy for this special program.

The Family Unification Program will be administered under the Moving to Work policies in accordance with Lincoln Housing Authority's MTW agreement and plan.

B. **Fair Housing Addendum:** This addendum outlines the reasonable steps the Lincoln Housing Authority will take to affirmatively further fair housing for classes protected under the Fair Housing Act in regards to Family Unification Program vouchers awarded under FY 2009 HUD Notice of Funding Availability. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

1. The Lincoln Housing Authority will take reasonable steps which will include, but are not limited to:
    a. Identifying and ensuring certification of FUP eligible families and youth that may be on the PHA's waiting list and ensuring that the family or youth maintain their original position of the waiting list after certification.
        - LHA will accept referrals of families and youth, who are certified by the Public Child Welfare Agency (PCWA) known as Nebraska Health and Humans Services (NDHSS), as eligible for FUP assistance.
        - Upon receipt of the referral, the names of the certified families and youth will be compared to the existing Housing Choice Voucher (HCV) waiting list.
            - Any matches will be noted on the existing HCV waiting list plus the FUP applicant name will simultaneously be added and maintained on a separate FUP waiting list.
            - This method will assure that a family or youth already on the HCV waiting list at the time of the referral for FUP does not lose a more preferable (higher) position on the existing HCV waiting list.
        - If a family or youth receives a FUP voucher, they will remain on the Housing Choice Voucher waiting list in accordance with their original date and time of the application.
            - If HCV vouchers are available, applicants will be selected to fill the HCV voucher vacancies based on any preference as established in this plan and on the date and time of the application.
            - A single non-elderly, non-disabled individual will be selected after elderly, disabled and families.
2. Appropriately placing all FUP eligible families and youth referred from the Public Child Welfare Agency (PCWA) on the HCV waiting list in order of first come, first served.
    a. LHA will receive a written referral from the local PCWA, known as Nebraska Health and Human Services (NDHHS), and their designated contractors, certifying families or youth who are eligible for the Family Unification Program.
        - If no FUP vouchers are available for the eligible families and youth at the time of PCWA referral, a separate waiting list will be maintained specifically for FUP vouchers.

- Applicants will be selected from the FUP waiting list in accordance with the time and date of the application and served on a first-come, first-serve basis.

b. The eligible FUP families and youth will also be placed on Lincoln Housing Authority's Housing Choice Voucher (HCV) waiting list in accordance with their original date and time of their application.

c. If the FUP family or youth is already on the HCV waiting list, they will remain on the HCV waiting list in accordance with their original date and time of their application for Housing Choice Voucher assistance.
    - Applicants are placed on the Housing Choice Voucher (HCV) waiting list according to the date and time of the application regardless of the bedroom size.
    - Applicants are selected to fill the voucher vacancies based on any preference and the date and time of the application.
    - A single non-elderly, non-disabled individual will be selected after elderly, disabled and families.

d. If a family or youth receives a FUP voucher, they will remain on the Housing Choice Voucher waiting list in accordance with their original date and time of the application.
    - If HCV vouchers are available, applicants will be selected to fill the HCV vacancies based on any preference as established in this plan and on the date and time of the application.
    - A single non-elderly, non-disabled individual will be selected after elderly, disabled and families.

3. Informing applicants on how to file a fair housing complaint including the provision of the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.

    a. Applicants will be provided information on how to file a fair housing compliant including the information on the Housing Discrimination Hotline and the Federal Information Relay Service.

    b. Applicants will also be provided fair housing information at the time of voucher issuance.
        - Prior to voucher issuance, applicants are required to attend a program briefing where the Lincoln Commission on Human Rights presents information on fair housing and how to protect your rights.
        - Included at this briefing is a packet of materials that will provide information on how to file a fair housing complaint along with the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.

    c. At each annual or biennial re-examination, program participants will be provided information on how to file a fair housing complaint and the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.

Section XXVI
Rental Assistance for Non-Elderly Persons with Disabilities Program

A. **Overview:** Should Lincoln Housing Authority be designated to receive Housing Choice Vouchers under the Rental Assistance for Non-Elderly Persons with Disabilities Program (RANEPD), this section will describe the fair housing addendum required for this special program.
    1. LHA will administer these vouchers in accordance with the Moving to Work agreement and plan, unless inconsistent with Appropriations Act requirements or the requirements of the funding notice.
    2. In the event of a conflict, the requirements of the Appropriation Act and/or funding notice will govern.

B. **Fair Housing Addendum:** This addendum outlines the reasonable steps the Lincoln Housing Authority will take to affirmatively further fair housing for classes protected under the Fair Housing Act in regards to RANEPD vouchers awarded under FY 2009 HUD Notice of Funding Availability, including any subsequent renewal of these vouchers. Protected classes include race, color, national origin, religion, sex, disability, and familial status. The Lincoln Housing Authority will take reasonable steps which will include, but are not limited to:
    1. Identifying and ensuring certification of RANEPD eligible families that may be on the PHA's waiting list and ensuring that the families maintain their original position of the waiting list after certification;
    2. Informing applicants on how to file a fair housing complaint including the provision of the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339;
        a. Applicants will be provided information on how to file a fair housing compliant including the information on the Housing Discrimination Hotline and the Federal Information Relay Service.
        b. Applicants will also be provided fair housing information at the time of voucher issuance.
            - Prior to voucher issuance, applicants are required to attend a program briefing where the Lincoln Commission on Human Rights presents information on fair housing and how to protect your rights.
                - Included at this briefing is a packet of materials that will provide information on how to file a fair housing complaint along with the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
        c. At each annual or biennial re-examination, program participants will be provided information on how to file a fair housing complaint and the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
    3. Where requested by an individual, helping program applicants and participants gain access to supportive services available within the community but not require eligible applicants or participants to accept such supportive services as a condition of continued participation in the program;
    4. Identifying public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features that are needed as accommodations for their disabilities;

5. Not denying other housing opportunities to persons who qualify for an HCV under this program other housing opportunities, or otherwise restrict access to PHA programs to eligible applicants who choose not to participate;
6. Providing housing search assistance (24 CFR Section 8.28(a)(3);
7. In accordance with rent reasonable requirements, approving higher rents to owners that provide accessible units with structural modifications for persons with disabilities (24 CFR Section 8.28(a)(5); and
8. Providing technical assistance, through referrals to local fair housing and equality opportunity offices, to owners interested in making reasonable accommodations or units accessible to persons with disabilities.

Section XXVII
Special Admission and Enhanced Voucher Program

A. **Overview:** Special Admission and Enhanced vouchers are authorized when a housing conversion action occurs.
   1. Housing conversion actions occur when existing project-based units are converted to unassisted units.
      a. In this case, "project-based" refers to various forms of project-based assistance but does not refer to units with project-based vouchers
   2. When Lincoln Housing Authority is authorized Special Admission or Enhanced vouchers, these vouchers will be administered in accordance with PIH Notice 2001-41, PIH Notice 2016-02, and relevant notices thereafter.
   3. The participant will follow the policies established in LHA's Moving to Work Agreement and Plan.

B. **Voucher Search Time**: Because special admission vouchers are meant for families who are adversely affected by housing conversions, LHA will issue the voucher for a 90-day period and extend for an additional 90 days if necessary, to locate housing.

C. **Subsidy Standards**: Under a housing conversion action, LHA will issue an eligible family an enhanced voucher based on the subsidy standards as described in the subsidy section of this Administrative Plan, not based on the actual size of the unit the family is occupying at the time of the conversion.

   If the bedroom size of the family's unit exceeds the number of bedrooms for which the family qualifies under LHA's subsidy standards, the family is an over-housed family unless the family qualifies for a reasonable accommodation because one or more family member(s) need an additional bedroom.
   1. **Over-Housed Families that Move from the Project:** If an over-housed family chooses to move from the project at any time, the normal tenant-based voucher program rules apply to the subsidy calculation for the new unit.
   2. **Over-Housed Families that Remain at the Project:** If an over-housed family chooses to remain at the project at the time of conversion or if, as a result of a decrease in family size or change in family composition, an enhanced voucher family subsequently becomes over-housed:
      a. The family will be required to move to an appropriate-sized unit within the project, if one is available.
      b. If no appropriate-sized unit is available in the project, LHA will execute a HAP contract for the oversized unit, the family will continue to receive enhanced voucher assistance, and the subsidy calculation will continue to be based on the gross rent for the oversized unit until an appropriate-sized unit becomes available.
      c. When an appropriate-sized unit becomes available, the family must move within 30 days after being notified by LHA.
         - If there are more over-housed families in the project than the number of available units than LHA will require non-disabled households to move first and then use a random lottery system to determine which over-housed families will be required to move to the appropriate-sized units as the units become available.

- The family and owner will enter into a new lease and LHA will execute a new voucher HAP contract with the owner for the appropriate size unit.
- The family will retain its enhanced voucher subsidy.
- Exceptions to the 30-day deadline to move will be granted to households that can provide documentation showing that additional time is needed as a reasonable accommodation. In these instances, a maximum of 30 additional days will be granted.

d. If a family refuses to move or does not move within the established timeframe as established by LHA to an available appropriate-sized unit, the family will no longer have enhanced voucher subsidy and the normal voucher subsidy formula will be applied in calculating the family's HAP for the oversized unit, and the family becomes responsible for any amount of gross rent not covered by HAP.

e. LHA will follow HUD guidance regarding owner and HUD notifications as it pertains to over-housed families.

D. **Minimum Rent:** The enhanced minimum rent requirement is a special, statutory requirement, detailed in PIH 2001-41 Notice, which only applies to enhanced voucher assistance.

1. The family must continue to pay at least the amount of tenant rent they were paying on the eligibility event date.
2. Enhanced minimum rent only applies to families who remain residing in the project.

E. **MTW Utility Allowance Hardship (Enhanced Vouchers)** If a household is eligible to receive an "Enhanced" voucher and their utility allowance at their current unit exceeds the Moving to Work utility allowance at the time of program conversion, the Enhanced voucher household will be granted a Moving to Work Utility Allowance hardship.

1. The MTW Utility Allowance hardship will allow the Enhanced voucher household to retain the utility allowance established on the date of program conversion (i.e. lock in the utility allowance), as long as the following two conditions exist:
   a. The tenant remains in the original unit; and
   b. The MTW utility allowance is less than the "locked in" enhanced utility allowance.

F. **HAP Calculations:** The housing assistance payment (HAP) for a family in the project will equal the gross rent for the unit minus the **greatest** of:

1. 27% of gross monthly income; or
2. The applicable enhanced minimum rent; or
3. $50 TTP; or
4. $25 MTW minimum tenant rent.

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

A. **Overview:** LHA is concerned about the safety of its participants, and such concern extends to program participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),
   1. LHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit within the same program or served by the same waiting list.
   2. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.
   3. The ability of LHA to honor such request for participants/ tenants currently receiving assistance, however, may depend upon:
      a. A preliminary determination that the participant/tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking,
      b. A move is required to protect the health or safety of a family member, and
      c. On whether or not LHA has an available voucher.
   4. This Emergency Transfer Plan identifies:
      a. Tenants who are eligible for an emergency transfer,
      b. The documentation needed to request an emergency transfer, confidentiality protections,
      c. How an emergency transfer may occur, and
      d. Provides guidance to tenants on safety and security.
   5. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that LHA's HUD-subsidized rental assistance programs (Section 8 Housing Choice Voucher (HCV), Section Project-based voucher program (PBV) and HUD-Veteran Affairs Supportive Housing program (HUD-VASH).

B. **Eligibility for Emergency Transfers:**
   1. **Eligibility:** A program participant/tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:
      a. The participant/tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit; or
      b. If the participant/tenant is a victim of sexual assault, and the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer; and
      c. The tenant requests an emergency transfer in accordance with the procedures described in this plan.
   2. **Continued Assistance eligibility**
      a. LHA will not restrict the timing or the number of moves when:
         - A family member is or has been a victim of domestic violence, dating violence, sexual assault or stalking, and
         - The move is needed to protect the health or safety of a family member.
      b. LHA cannot terminate a family's voucher assistance solely on the basis that:

- A family moved out of an assisted unit in violation of the lease, or without prior notification to LHA,
    - If such move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or
    - If any family member has been the victim of sexual assault that occurred on the premises within the 90-calendar-day period preceding the family's request to move.

3. **Family Break-Up**
   When a family break-up results from the occurrence of domestic violence, dating violence, sexual assault, or stalking LHA will:
   a. Retain voucher assistance for the victim in accordance with the various program regulations cited in other sections of this Section 8 Administrative Plan.
   b. Provide the victim with voucher assistance without having first terminated assistance to the perpetrator.

C. **Emergency Transfer Request Documentation**
1. To request an emergency transfer, the program participant/ tenant shall notify LHA and submit a written request for an emergency transfer.
   a. The tenant's written request for an emergency transfer should include either:
      - 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 LHA's program; OR
      - 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.
   b. LHA will utilize Form HUD-5383 for this request and make the form available to participants/ tenants.
   c. LHA will provide reasonable accommodations for individuals with disabilities.

D. **Confidentiality**
1. LHA will keep confidential any information that the participant/tenant submits when requesting an emergency transfer, and any information about the emergency transfer unless:
   a. The participant/tenant gives LHA written permission to release the information on a time limited basis, or
   b. 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.
2. 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 participant/tenant.

E. **Emergency Transfer Timing and Availability**

1. LHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. LHA will, however, act as quickly as possible to approve a move for a participant/ tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability of a voucher.
2. LHA will treat approved emergency transfers as priority transfers within the same program or waiting list.
3. If a participant/ tenant is requesting to move to a unit in a different program with a different waiting list, LHA will treat that as a new applicant for the property or program who must comply with the requirements of that waiting list.
4. If a unit or program is available, the transferred participant/tenant must agree to abide by the terms and conditions that govern occupancy in the unit or govern participation in the program to which the tenant has been transferred.
5. If a victim requests to move outside of LHA's jurisdiction, the portability regulations apply. LHA may be unable to transfer a participant/tenant to a particular location if a Housing Authority does not administer Housing Choice Vouchers or if a Housing Choice Voucher is not available due to funding limitations or voucher authorization restrictions.
6. If LHA has no immediate safe options for a participant/tenant who is eligible for an emergency transfer, LHA's Tenant Services Department will assist the tenant in identifying other housing options or providers who may have safe and available units or programs to which the participant/ tenant could move.
7. At the participant/tenant's request, LHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

F. **Safety and Security of Participants/Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant/tenant is urged to take all reasonable precautions to be safe.

1. Participants/Tenants who are or have been victims of domestic violence are encouraged to contact the
    a. National Domestic Violence Hotline at 1-800-799-7233 or a local domestic violence shelter, for assistance in creating a safety plan.
    b. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
2. Participants/Tenants who have been victims of sexual assault may call the
    a. Rape, Abuse & Incest National Network's Sexual Assault Hotline at 800-656-HOPE,
    b. Visit the online hotline at https://ohl.rainn.org/online/.
3. Participants/Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center www.victimsofcrime.org/our-programs/stalking-resource-center.
4. Local resources include:
    a. Voices of Hope in Lincoln
    24-Hour Crisis Line: 402-475-7273 Office Phone: 402-476-2110
    Email Address: info@voicesofhopelincoln.org
    Mailing Address: 2545 N St., Lincoln, NE 68510
    Website: www.voicesofhopelincoln.org

b. Friendship Home
   Emergency Shelter Line: 402-437-9302
   Mailing Address: PO Box 85358, Lincoln NE 68501
   Email Address: info@friendshiphome.org
   Website: www.friendshiphome.org

Section XXIX
Tenant Protection Vouchers for Foster Youth to Independence Initiative

A. **Overview:** Through the Foster Youth to Independence (FYI) initiative LHA will provide Housing Choice Vouchers (HCVs) for youth eligible under the Family Unification Program (FUP). The program is designed to prevent and end homelessness among youth with a current or prior history of child welfare involvement. The success of this effort requires that community partners coordinate effectively to identify, target, and connect eligible youth at-risk of or experiencing homelessness to housing and related supports. LHA will work with the Nebraska Department of Health and Human Services, the public child welfare agency (PCWA), and the Coordinated Entry Continuum of Care (CoC) to determine the most appropriate intervention for each young person.

The FYI program will be administered under Moving to Work policies in accordance with Lincoln Housing Authority's MTW agreement and plan.

B. **Youth Eligibility:** The population eligible to be assisted under this agreement meet the following conditions:
   1. Has attained at least 18 years and not more than 24 years of age;
   2. 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 at age 16 or older; and
   3. Is homeless or is at risk of becoming homeless as these terms are defined at 24 CFR 578.3 and 24 CFR 576.2 at age 16 or older.
   4. Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance under this notice assuming they otherwise meet eligibility requirements.
   5. Supportive Services must be available for the youth, but the youth cannot be required to participate in these services as a condition of receipt of the voucher.

C. **Lincoln Housing Authority Responsibilities:**
   1. LHA will partner with the PCWA.
   2. LHA will accept referrals of youth certified in writing by the PCWA as being eligible. Youth not already on the HCV Waiting List will be added.
   3. LHA will determine if the referred youth are eligible for Housing Choice Voucher (HCV) program according to the Administrative Plan.
   4. Upon completion of eligibility determination, LHA will request a tenant protection voucher from HUD using HUD's prescribed system.
   5. Upon award of the TPV, LHA will conduct a briefing and continue with the regular HCV lease-up process.
   6. If the participant fails to utilize the voucher or the voucher turns over, LHA will issue the voucher to the next eligible youth.
   7. FYI vouchers follow MTW requirements for inspections, interims, annuals or biennial reexaminations.
   8. A FYI voucher can only be used to provide housing assistance for a maximum of 36 months.
   9. FYI vouchers cannot be project-based.

D. **Public Child Welfare Agency Responsibilities:** Nebraska Department of Health and Human Services will be responsible for the following activities:

1. Have a system for identifying eligible youth within the agency's caseload and review referrals from LHA and CoC.
2. Provide written certification to the LHA that a youth meets the eligibility criteria.
3. Provide or secure a commitment for the provision of required supportive services.

E. **Supportive Services:** A contractor through DHHS will provide the supportive services for a period of 36 months to youth assisted through this program. Youth will not be required to participate in these services as condition of receipt of the voucher.

F. **CoC Responsibilities:** The Lincoln CoC will be responsible for the following activities:
   1. Integrate the prioritization and referral process for FYI-eligible youth into the CoC's coordinated entry process.
   2. Identify services to be provided using CoC program funds to youth who qualify for CoC program assistance.
   3. Make referrals of FYI-eligible youth to the PCWA.

Section XXX
Emergency Housing Vouchers

A. **Overview:** Emergency Housing Vouchers (EHVs) are vouchers used to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.
   1. 100 rental vouchers were awarded to Lincoln Housing Authority.
   2. LHA's Administrative Plan policies apply to EHV vouchers unless the local policy conflicts with the EHV requirements identified in Federal Register notices. Currently PIH Notice 2021-15 (HA) cites the EHV program requirements.
   3. LHA will operate EHV vouchers in accordance with specifications of the Moving to Work (MTW) Annual Plan as authorized on June 28, 2021, with the exception of #2 above and the following:

      All MTW waivers apply except for Minimum Earned Income and Responsible Portability.
   4. LHA will abide with the responsibilities outlined in the Memorandum of Understanding signed with the Continuum of Care.

B. **Admissions:**
   1. The Lincoln Continuum of Care (CoC) will refer participants to LHA using the priorities outlined in the Memorandum of Understanding between the CoC and LHA.
      a. LHA will not maintain a waiting list or apply local preferences for the EHV voucher program.
      b. The CoC will ensure that all referrals meet homelessness eligibility criteria for the program and will provide LHA with necessary documentation on eligibility.
      c. LHA will inform families on the HCV waiting list of the availability of EHVs by posting information about the vouchers on the LHA website including contact information for the CoC.
   2. LHA will verify income eligibility.

      LHA will determine income eligibility for families in accordance with 24 CFR 982. Income targeting requirements do not apply.
   3. LHA will determine program eligibility.
      a. Determinations of eligibility will be made based on an individualized assessment of relevant mitigating information.
      b. LHA will prohibit admission if:
         - any household member is listed on a state sex offender registration program.
         - any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
      c. LHA will prohibit admission if any of the following have occurred in the last 12 months:
         - Violent criminal activity.

- Criminal activities that could interfere with the peaceful enjoyment of other residents.
- Fraud or criminal activity in association with Federal housing programs.
- Threatening or abusive behavior to LHA staff.

d. Criminal activity regarding drug possession will be considered apart from criminal activity and cannot be the sole basis for prohibiting admission.
e. LHA will deny admission to the program if any member of the family fails to sign and submit consent form for obtaining information in accordance with 24 CFR part 5.
f. When adding a family member after the family has been placed under a HAP contract with EHV assistance, LHA will apply its regular screening criteria.

C. **Minimum Earned Income (MEI):** EHV households are exempt from MEI.

D. **Voucher Issuance:** The initial search term of the vouchers is 120 days. Any extensions will follow the HCV Administrative Plan policy.

E. **Payment Standards:** LHA will utilize its HCV payment standards for the EHV program.

F. **Inspection and Rent Reasonableness Standards:** LHA will assess all EHV units prior to occupancy and during occupancy using standard HCV policies and practices.

G. **Portability:** EHV households may port to PHAs regardless of whether that PHA administers EHV under its own ACC.
   1. LHA will not apply MTW portability restrictions to EHV households.
   2. LHA will not prohibit portability for non-resident applicants.

H. **Termination of Vouchers upon Turnover:** After September 30, 2023, LHA may not reissue the EHV when assistance for an assisted family ends.

APPENDIX A
GLOSSARY OF TERMS

Administrative Plan - The plan required by HUD for Public Housing and Section 8 Tenant-Based program administrators (Public Housing Agencies) that detail the administrator's policies and procedures.

Adjusted Income - Annual income, less allowable HUD and approved MTW deductions.

Anniversary Date - For new admissions, the anniversary date would be every Twenty-Four (24) months from the date of move in with their voucher or date of move into a public housing unit. The anniversary date for existing households is the month in which the family was housed, and HAP contracts were executed.

Annual Income - The anticipated total income from all sources received by family members (even if a member is temporarily absent) for the 12-month period following the effective date of initial admissions or re-examination. The following list specifies most income inclusions and exclusions (see 24 CFR 5.609 for additional information).

Annual income includes, but is not limited to, the following:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and net income of any kind from real or personal property. For non-MTW programs where the family has net assets in excess of $5,000, (upon HUD implementation of HOTMA, net family assets threshold will change from $5,000 to $50,000) annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by LHA in accordance with the National Savings Rate. Under the MTW policy households with assets equal to or greater than $50,000 will have asset income determined based on 2% of the asset amount equal to or greater than $50,000.
4. The full amount received of periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, benefits for disability or death, and other similar types of periodic receipts. This includes a lump-sum payment for the delayed start of a periodic payment, except for SSI and Social Security.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. Welfare assistance payments, including General Assistance, Temporary Assistance to Needy Families, and Aid to Families with Dependent Children.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts, including amounts received from any person not residing in the dwelling. All regular pay, special pay and allowances, (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) of a member of the Armed Forces (whether or not living in the

dwelling) who is head of the family, spouse, or other person whose dependents are living in the dwelling.

8. Travel costs for any or all household members who leave the state for more than 60 days in 24 months will be included as income, to include the cost of airfare or mileage at the IRS current medical/moving rate if no airfare is involved and meal expenses will be based on the USDA SNAP Maximum Monthly Allotment prorated to the days gone and based on the number of household members traveling.
9. Minimum Earned Income. The greater of the Minimum Earned Income or the actual earnings from employment or self-employment and/or State or Federal unemployment compensation benefits received by an adult household member will be included in accordance with the policy in the Income section of this document.
10. Income earned by a revocable trust under the control of the family or household is considered income to the family at the time it is received by the trust.
11. Income received as an independent contractor, day laborer, or season worker even if the source, date or amount varies.

<u>Annual income does not include:</u>

1. Temporary, non-recurring, or sporadic income, including gifts.
2. Income from employment of children (including foster children) under the age of 18 or dependent full-time students ages 18-21.
3. Income from foster adults.
4. Payments received for the care of foster children, foster adults or guardianship care.
5. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal property losses. Lump-sum payments for delayed start of Social Security, SSI and Veteran's Assistance are also excluded.
6. Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.
7. Income of a Live-in Aide.
8. The full amount of student financial assistance paid directly to the student or the educational institution for a person over the age of 23 with dependent children or if the student is living with his or her parents who are received Section 8 assistance.
9. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
10. Amounts received under training programs funded by HUD;
11. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS);
12. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
13. A Resident Service Stipend. A modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for LHA, on a part-time basis, that enhances the quality of life in public housing; or
14. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the LHA;.

15. LHA will exclude income received for participation in grant-funded research on the impact that income has on the development of children in low-income families, if the income has also been excluded by the State of Nebraska for use in determining eligibility for Aid to Dependent Children. The exclusion shall not exceed $4,000 per year for four years. The research income known as the 4MyBaby gift qualifies under this exemption.
16. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
17. All earned income for each full-time student under 22 years old (excluding the head of household and spouse).
18. Adoption assistance payments.
19. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
20. Amounts paid by a State agency to a family with a disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
21. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. The current exclusions include:
    a. Value of allotment provided to eligible households under the Food Stamp Act of 1977;
    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973. Examples of programs under this Act include but are not limited to: the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program; National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; and Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);
    c. Payments received under the Alaska Native Claims Settlement Act;
    d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
    e. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program;
    f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (JPTA);
    g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
    h. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior;
    i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;

j. Payments received from programs funded under Title V of the Older Americans Act of 1965. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;
k. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation, M.D.L. No. 381. (E.D.N.Y.);
l. Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L. 96-420, 94 Stat. 1785);
m. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
n. Earned Income Tax Credit Refunds received on or after January 1, 1991;
o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
p. (16). Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act;
s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

23. 22. Trust distributions: For an irrevocable or revocable trust outside the control of the family the distributions of the principal and distributions of income used to pay the costs of health and medical care expenses for a minor (see page 26, Asset Income for Special Needs Trusts).Income earned on amounts placed in a family's Family Self-Sufficiency Account.
24. Loan proceeds.
25. Replacement housing gap payments in accordance 49 CFR part 24 for displaced persons moving from one federally subsidized housing unit to another.
26. Any assistance, benefit or amount earned by or provided to an individual development account as provided by the Assets for Independence Act, as amended.
27. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021.
28. Nonrecurring income, which is income that will not be repeated in the coming year and includes:
    a. Payments from the U.S. Census Bureau for employment lasting no longer than 180 days and not culminating in permanent employment.
    b. Direct Federal or State payments intended for economic stimulus or recovery.
    c. Amounts directly received by the family as a result of State or Federal refundable tax credits or refunds at the time they are received.
    d. Non-monetary, in-kind donations, such as food, clothing or toiletries, received from a food bank or similar organization.

Applicable Payment Standard - The payment standard that applies to a given family, based on the family size and composition.

Applicant- The head or co-head who has filed an application for Section 8 housing assistance with Lincoln Housing Authority.

Arrest-The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority.

Assets - Net Family Assets - Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land, and the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Gross Income.) In determining Net Family Assets, LHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Assisted Tenant - A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving Section 8 assistance.

Calculated Voucher Payment - The lesser of the estimated voucher payment or the amount by which the gross rent exceeds the actual total tenant payment.

Child - A member of the family other than the family head or spouse who is under 18 years of age or not emancipated under Nebraska State law.

Childcare Expenses - Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare; and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen - Citizen/national of the United States.

Co-head- An individual in the household who is equally responsible for the lease with the head of household. A co-head never qualifies as a dependent. A co-head could be a spouse.

Computer Matching Agreements - The agreements between HUD and the Internal Revenue Service (IRS) and the Social Security Administration (SSA) that allow the matching of data between each entities' databases.

Continuously Assisted - An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

Continuum of Care (CoC) – the group organized to carry out the responsibilities required under 24 CFR Part 578 and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

Contract Rent - The rent HUD, a public housing agency (PHA) or Contract Administrator authorizes an owner to collect for a unit (not public housing) occupied by a family receiving rental assistance. In the Section 8 Certificate Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the HA.

Contract Term - No definite date of termination is set forth in the contract. The contract continues until the lease terminates or for the term of the ACC, whichever occurs first.

Dating Violence- Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the following factors:

1) The length of the relationship;
2) The type of the relationship; and
3) The frequency of interaction between the persons involved in the relationship.

Dependent - A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or is a full-time student under the age of 22 or not emancipated under Nebraska State law**.**

Dilapidated Housing Unit - A housing unit is considered dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

Disabled Expenses Allowance- The amount anticipated to be paid out by the family for attendant care and/or auxiliary apparatus expenses that are necessary to enable a family member (including the disabled member) to be employed. The amount deducted shall be the lesser of the amount by which the total expenses for disable typed assistance exceeds 3% of the annual income or the employment or the employment income the adult members will earn because the assistance is available. For elderly families, the 3% of annual income is first deducted from disable expenses and any remainder is

deducted from medical expenses. The expenses are not deducted if they are paid to a family member living in the household or if they are paid for or reimbursed by an outside source.

Disabled Person - A person who:

1. has a disability as defined in 42 U.S.C. 423;
2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
    a. Is expected to be of long continued and indefinite duration;
    b. Substantially impedes his or her ability to live independently, and
    c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
3. Has a developmental disability as defined in 42 U.S.C. 6001
    a. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
    b. Does not include a person whose disability is based solely on any drug or alcohol dependence.
    c. Means individual with handicaps, as defined in 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities

Discretionary Policies - Those instances in which HUD regulations do not specify the policies or activities a PHA must adopt, leaving the PHA the freedom to make its own choices.

Displaced Person - A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

Domicile - The legal residence of the household head or spouse as determined in accordance with State and local law.

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

Drug-related criminal activity - The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).

Earned Income - Income from wages, tips, salaries, other employee compensation and any earnings from self-employment. For Minimum Earned Income purposes unemployment compensation is considered earned income, while worker's compensation is considered unearned income.

Effective Date - This date refers to an examination or re-examination (i) in the case of an examination for admission, the date of initial occupancy and (ii) in the case of re-examination of an existing tenant, the date the redetermined rent becomes effective.

Elderly Person - A person who is at least 62 years of age.

Elderly Family- An elderly family is one whose head, spouse, co-head or sole member is 62 years or older.

Eligible Immigration Status - An immigration status in one of the following categories:

1. A non-citizen lawfully admitted for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15) of the INA non-citizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), who has been granted lawful temporary resident status);
2. A non-citizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);
3. A non-citizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157)(refugee status); pursuant to the grant of asylum (which) has not been granted conditional entry under Section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
4. A non-citizen who is lawfully present in the United States as a result of an exercise of discretion by Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212 (d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);
5. A non-citizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 234(h) of the INA (8 U.S.C. 1253(h))(threat to life or freedom);
6. A non-citizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).

Eligible Family - A family whom the HA has determined meets the criteria for receiving housing assistance. 'Family' as defined by the HA, approved by HUD, is listed elsewhere in the glossary.

Emergency Housing Vouchers –Vouchers used to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

Escrow Account - An interest-bearing savings account established for a Family Self-Sufficiency participant. A credit of a portion of the rent increase, which is a result of earned income.

Estimated Voucher Payment - The amount by which the applicable payment standard exceeds 30% of the tenant income.

Exception Rent - In the voucher program, the HA may adopt a payment standard up to the exception rent limit approved by HUD.

Excess Rental Assistance - The difference between the amount of rental assistance received by a tenant based on reported income and the amount of rental assistance the tenant was entitled to receive.

Evidence of Eligible Immigration Status - The documents which must be submitted to establish citizenship or eligible immigration status.

Fair Market Rent (FMR) - The rent, including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register annually.

Family Composition - A Family includes the following, regardless of the actual or perceived sexual orientation, gender identity or marital status:

1. A single person or group of persons;
2. includes a family with a child or children;
3. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family;
4. A single person family may be:
    a. an elderly person,
    b. a displaced person,
    c. a disabled person,
5. any other single person;
6. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

Family Self-Sufficiency (FSS) - FSS is a program established by LHA to promote self-sufficiency among participants, including the provision of “supportive services” to these participants.

Family Rent Share- The portion of contract rent the tenant must pay.

Foster Care Payment - Payments to eligible households by state, local, or private agencies.
Fraud - Willful and intentional deception to obtain monies and/or services which the recipient would not normally be entitled.

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

Gross Rent (total tenant rent) - The total monthly cost of housing an eligible family, which is the sum of the Contract Rent and any Utility Allowance for the assisted unit. In the case of rental of a

manufactured home space only, Gross Rent also includes the Family's monthly payment to amortize the purchase price of the manufactured home.

HA - Housing Authority

Head of Household - The adult family member who is legally able to enter into a lease under state or local law, and in whose name the voucher is issued, and who is considered responsible for the payment of rent and who is held accountable for the actions, conduct and behavior of the Family.

Homeless Family - For selection preference purposes, an applicant is considered a Homeless Family if they:

1. Lack a fixed, regular and adequate nighttime residence; or
2. Have a primary nighttime residence that is:
    a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing);
    b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
    c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

A Homeless Family does not include any individual imprisoned or otherwise detained pursuant to a Federal, State, or local law.

Housing Assistance Payment (HAP) - The monthly assistance payment by the HA. The total assistance payment consists of:

1. A payment to the owner for rent to owner under the family's lease.
2. A payment to the family if the total assistance payment exceeds the rent to owner.

Housing Assistance Payment Contract (HAP Contract) - A written contract between the HA and an owner in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

Housing Quality Standards (HQS) - The HUD minimum quality standards for housing being assisted under the voucher programs.

Housing Choice Voucher - A document issued by a HA declaring a Family to be eligible for participation in the Housing Voucher Program and stating the terms and conditions for the Family's participation.

HUD - The U.S. Department of Housing and Urban Development.

Immediate Family Member- A spouse, parent, brother or sister, or child of a victim or individual to whom the victim stands in the loco parent; or any other person living in the household of the victim and related to the victim by blood or marriage.

Income Limits - A schedule of incomes that do not exceed a percent of the median income for the area as determined by HUD with adjustments for smaller or larger Families, except that HUD may establish income limits higher or lower on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors.

Initial Lease Term - The initial term of the assisted lease. The initial lease term must be for at least one year.

Initial PHA - A HA administering a Section 8 increment to a Section 8 participant who desires to move or who has moved to another area.

Initial Verification Date- The initial verification date is considered the date the original voucher was issued to the participant during admissions into the voucher program.

USCIS - The U.S. Immigration and Naturalization Service.

Interim Re-certification Policy - The policy that determines when a tenant should report income increases. The policy also identifies if a PHA recalculates rental assistance and if so, when rental assistance will be increased.

Landlord - Either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

Lease - A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the HA.

Lease Addendum - In the lease between the tenant and the owner, the lease language required by HUD.

LHA - Lincoln Housing Authority

Live-in Aide - A person who resides with an elderly, disabled or disabled person or persons and who (a) is determined by LHA to be essential to the care and well-being of the person; (b) is not obligated for support of the person; and (c) would not be living in the unit except to provide necessary supportive services and is not otherwise eligible for assistance.

Local Preference - see Preference

Long-term Housing: Housing that is sustainable, accessible, affordable, and safe for the foreseeable future which:

1. a person rents or owns;
2. is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program;
3. is directly provided by PHA, is not time limited and the person meets eligibility requirements of the program.

Market Rent - HUD's determination of the rent, including utilities (except telephone), range and refrigerator, parking and all maintenance, management and other essential housing services, which would be required to obtain privately owned rental housing of modest design with suitable amenities in a particular market area.

Medical Expenses - Those medical expenses, including medical insurance premiums, that are anticipated to be paid by the elderly, disabled or disabled family during the period for which annual income is computed, and that are not covered by insurance.

Member of the Armed Forces - A person in the active Military or Naval Service of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard including people in public health services.

Minor - A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

Mixed Family - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly Adjusted Income - One-twelfth of the annual income after allowances or adjusted income.

Monthly Income - One-twelfth of Annual Income.

National - A person who owes permanent allegiance to the United States.

Net Family Assets - Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are excluded from the definition. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as asset so long as the fund continues to be held in trust.

Non-Citizen - A person who is neither a citizen nor a national of the United States.

Non-Elderly - Household member who is the head, spouse or sole member and 61 years of age or younger.

Non-Elderly Disabled Family- A family does not meet the definition of an elderly family whose head, spouse, or sole member is a person with disabilities.

Non-Elderly Disabled household- Non-elderly is where the household member who is head, spouse or sole member is 61 years of age or younger and meet the definition of disable household as defined at 24 CFR Part 5.403; a family whose head, spouse, or sole member is a person with disabilities. May include two or more persons with disabilities living with one or more live-in aides. Does not include those household where only the disabled member is a minor child.

Nursing Homes and/or other Institutions- The definition includes intermediate care facilities and specialized institutions that care for the mentally retarded, developmentally disabled, or mentally ill but excludes board and care facilities (e.g., adult homes, adult day care, adult congregate living). Full definitions can be found under Chapter 2 of Handbook 4600.1 REV-1: Section 232 Mortgage Insurance for Residential Care Facilities.

Overcrowded - Two or more families living together in one dwelling unit or a family living in a dwelling unit in which more than two persons must share a sleeping area as defined by HUD HQS standards.

Owner - Any person or entity having legal right to lease or sublease Decent, Safe, and Sanitary Housing.

Participant (Participant Family) - A family that has been admitted to the HA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP Contract executed by the HA for the family (first day of initial lease term.)

Payment Standard - In the voucher program, an amount used by the HA to calculate the Housing assistance payment for a family. Each payment standard amount is based on the FMR. The HA adopts a payment standard for each bedroom size HA's jurisdiction. The payment standard for a family is the maximum monthly subsidy payment.

Perpetrator- A person who commits an act of domestic violence, dating violence, or stalking against a victim.

Person with disabilities- As defined under 24 CFR 5.403.

PHA - Public Housing Agency that administers HUD's public housing and Section 8 tenant-based programs and some Section 8 project-based programs.

Portability - Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA.

Preference - LHA will select families for participation in the Housing Choice Voucher program in accordance with the select preferences. All applicants who qualify for a preference will be offered a voucher or unit, if project-based, before any family that does not qualify for a preference.

Premises - The building or complex in which the dwelling unit is located, including common areas and grounds.

Program Integrity - Addresses all areas dealing with fraud in public housing. Violation of rules determining eligibility can be programmatic or criminal.

Public Assistance - Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly by federal, state, or local governments.

Public Child Welfare Agency (PCWA) – The agency that is responsible under applicable State law for determining that a child is at imminent risk of placement in out-of-home care or that a child in out-of-home care under the supervision of the public agency may be returned to his or her family, or that a youth is at least 18 years and not more than 24 year of age and left foster care, or will leave foster care within 90 days, in accordance with a transition place described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older.

Reasonable Rent - A rent to an owner that is not more than either:

1. Rent charged for comparable units in the private unassisted market; or
2. Rent charged by the owner for a comparable assisted or unassisted unit in the same building or premises.

Receiving PHA - An HA administering a Section 8 Housing Voucher Program that accepts a Housing Voucher holder from another HA.

Re-certification - Sometimes called re-examination. The process of securing documentation to determine the rent the tenant will pay for the next 12 months or until transitioned to biennial review in which case it would be 24 months, if there are no additional changes to be reported. There are annual, biennial and interim /re-certifications. Annual or biennial re-certifications are completed at the minimum in accordance to the participant's anniversary date.

Remaining Member of Tenant Family - person left in assisted housing who may or may not qualify for assistance on own circumstances (i.e., widow age 47, not disable or disabled).

Repayment Agreement - Instrument used with an applicant or participant in the collection of monies paid to an individual or family who has indebtedness to LHA.

Security Deposit - A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of lease.

Section 8 Project-Based Programs - The rental assistance programs administered by either owners or agents and, in some instances, public housing agencies.

Section 8 Tenant-Based Programs - The rental assistance programs administered by public housing agencies in which tenants receive certificates or vouchers.

Service Person - A person in the active military or naval service (including the active reserve) of the United States.

Shared Housing - A housing unit occupied by two or more families consisting of common space for shared use by the occupants of the units and separate private space for each assisted family. Individual Lease Shared Housing - The type of shared housing in which the HA enters into a separate housing contract for each assisted family residing in a shared housing unit.

Single Person - A person who lives alone or intends to live alone, and who does not qualify as an elderly or displaced person, a person with disabilities, or (for continued occupancy) as the remaining member of a family.

Social Security Number (SSN) - The number assigned to a person by the Social Security Administration of the Department of Health and Human Services which identifies the record of the person's earnings that are reported to the Administration.

Special Admission - Admission of an applicant that is not on the HA waiting list, or without considering the applicant's waiting list position.

Spouse - Husband or wife of the Head of Household.

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 safety of others; or

2. Suffer substantial emotional distress.

Subsidy Standards - Standards established by the HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sites and compositions.

Suspension - Stopping the clock on the term of a family's voucher, for such period as determined appropriate by the HA. For example, when a participant has filed a discrimination claim against a landlord under the protected class ordinance or when the HA is unable to inspect an available unit prior to the expiration of a voucher.

Targeted Housing Voucher - Circumstances in which HUD provides Voucher funding specifically for applicant families living in certain types of projects.

Tenant - The person or persons (other than a live-in aide) who execute the lease as lessee of the dwelling unit.

Tenant Identifiers - The tenant's name, social security number and date of birth.

Tenant Rent - The amount payable monthly by the Family as rent to the owner.

Tenant History - LHA will provide by telephone upon request of a prospective landlord, the names, addresses, and phone numbers of a maximum of three previous landlords in the most recent three-year period.

Terminally Ill - A person is considered terminally ill if the individual has a medical prognosis of life expectancy of 3 years or less.

TIV - Tenant income verification.

Total Tenant Payment (TTP) - Tenant Rent, plus the HA's estimate of the cost to the tenant of reasonable quantities of utilities, determined in accordance with the HA's schedule of allowances for such utilities, where such utilities are purchased by the tenant and not included in the Tenant Rent. Total Tenant Payment does not include charges for excess utility consumption and other miscellaneous charges. The Total Tenant Payment shall be calculated at the percentage allowed by federal law. (Does not apply to the Section 8 Voucher program.)

Transitional Housing - A special program designed to issue vouchers to homeless families residing in Lancaster County shelters or temporary assisted housing programs.

Unauthorized Guest - A visitor of a participant family who stays overnight one or more nights per week on a repetitive basis. Unauthorized guests constitute lease and program violations subject to termination of family participation in Section 8 Voucher rental assistance.

Unreported Income - The difference between the amount of income a tenant reports and the amount of income a tenant is required to report (minus some exclusions).

Utility Allowance - An amount determined by the LHA as an allowance for the cost of utilities. Utilities include water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewer services. Telephone and TV cable are not included as a utility. This allowance is used when a family is

responsible for the cost of some or all of the utilities. Included also is an amount for range and refrigerator if these must be provided by the tenant.

VASH- Veterans Affairs Supportive Housing

Verification - The confirmation of information with employers or financial institutions disclosed to LHA**.**

Very Low-Income Family - A lower income family whose annual gross income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Victim- Is a person who is the victim of domestic violence, dating violence, or stalking under The Violence Against Women Act and who has timely and completely completed their Certification of Domestic Violence, Dating Violence, Sexual Assault and Stalking format as requested by LHA.

Violent Criminal Activity - Any criminal activity in which an offender or perpetrator threatens to use force upon a victim. The activity has, as one of its elements, the use, attempted use, or threatened use of physical force or intimidation by the exhibition of such force, and is substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. This includes both crimes in which the violent act is the objective, such as assault or rape, as well as crimes in which violence is the means to an end.