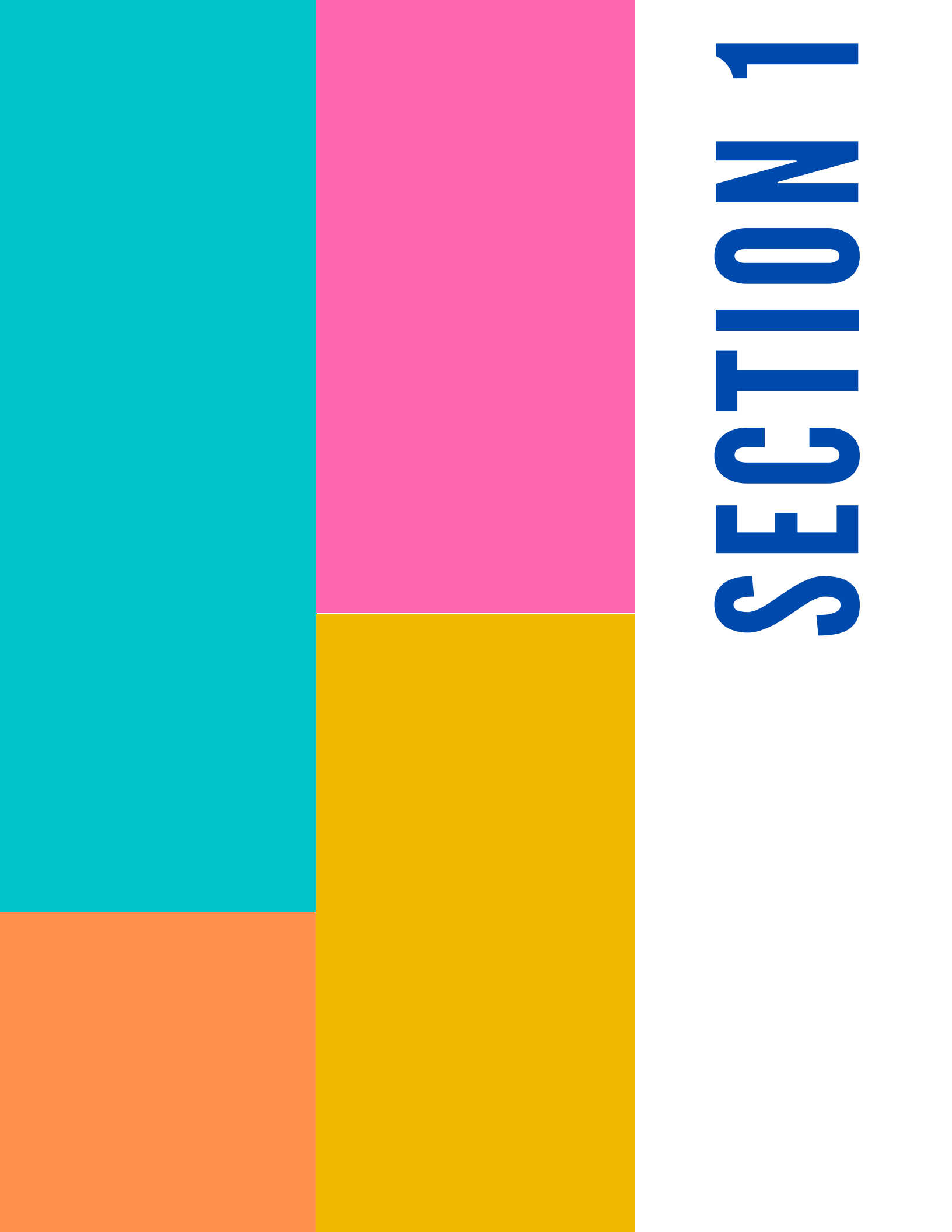

ROCKVILLE HOUSING ENTERPRISES
MTW SUPPLEMENT ANNUAL PLAN – FY 2024

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SECTION 1



FY24
Moving to Work
Supplement

ROCKVILLE
HOUSING
ENTERPRISES

OCTOBER 2023

Rockville Housing Enterprises

FY24 Moving to Work Supplement

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A.	PHA Information.
A.1	PHA Name: Rockville Housing Enterprises PHA Code: MD007 MTW Supplement for PHA Fiscal Year Beginning: (MM/DD/YYYY): 10/01/2023 PHA Program Type: ___Public Housing (PH) only ___Housing Choice Voucher (HCV) only X Combined MTW Cohort Number: 1 MTW Supplement Submission Type: X Annual Submission ___Amended Annual Submission
B.	Narrative.
B.1	MTW Supplement Narrative. Rockville Housing Enterprises (RHE) is situated in Rockville, Maryland. It was established in 1956 as the City of Rockville’s public housing agency to provide affordable housing opportunities. RHE administers both the Public Housing and Housing Choice Voucher (HCV) programs as well as affordable housing options to all eligible households regardless of race, color, religion, sex, physical or mental handicap, familial status, national origin, or other protected class. RHE is dedicated to being an effective and innovative agency that enhances opportunities for self-sufficiency and provides quality affordable housing for the citizens of Rockville. The vision of RHE’ Moving to Work (MTW) Program is to increase the self-sufficiency of its clients through addressing mental health impediments and removing barriers that discourage income increases, while achieving the highest level of internal operating efficiency.

RHE ACTIVITY 1

Alternative Recertification Schedule For Households (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The reduction in the frequency of recertifications provides an employment incentive for workable families to not be subject to a rent increase when their income improves due to self-sufficiency successes. Triennial recertifications will be conducted for all "workable" families" (non-elderly and non-disabled) and all "non-workable families" (elderly and disabled). Annual recertifications will remain for non-wage-earning workable families, families claiming zero income, and families making less than the minimum rent income level. Interim recertifications will be limited to one interim per calendar year and will be processed at the request of the household. If the interim is for a decrease in income, only income decreases of 10% or more will be processed. Interim decreases will be limited to one during a calendar year and no interim decreases during the first six months after initial occupancy. Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications. Family Self-Sufficiency program participants may be exempt from the limit on interim for the purposes of reporting income increases.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes

Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Minimum Rent 2. Stepped Rent Graduated Total Tenant Payment 3. Landlord Incentive: Alternative Beginning Lease Term 4. Payment Standards – Fair Market Rents 5. HAP Gap Funding
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE just implemented this activity in 2023. RHE will, most probably, not start seeing results until the beginning of the next triennial cycle.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

3.a., 3.b. - Alternative Reexamination Schedule for Households (PH & HCV)	Answer
What is the recertification schedule?	Once every three years
How many interim recertifications per year may a household request?	1
Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.	Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications.

FY24 RHE Impact Analysis Activity 1

Alternative Recertification Schedule

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Public Housing

RHE processes an average of 103 public housing recertifications annually. The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 62 each year; a decrease of 41 annual recertification actions or 60%. The estimated per action cost for public housing actions is \$689 per action. The estimated annual cost savings is estimated to be \$28,249.

Housing Choice Voucher

RHE processes an average of 552 HCV recertifications annually including portability (port-ins). The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 223 each year; a decrease of 329 annual recertification actions or 68%. The estimated per action cost for HCV actions is \$213 per action. The estimated annual cost savings is estimated to be \$70,077.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

The alternative recertification schedule will have a positive impact on the affordability of housing costs. Families with increases in earned income will not be obligated to report that increase for three years. A family will be able to utilize their increased income for other purposes, not just towards an increase in their tenant rent portion; the tenant rent will remain stable for a longer period of time. Also, families that experience a decrease in income or an increase in expenses more than once, in a twelve-month period, will be able to apply for a hardship exception to adjust for the loss of income. This policy has no impact on the contract rent, in which a family's tenant rent is based.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

This waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the termination rate of families. RHE has yet to terminate a family for failure to comply with the recertification process if the family submits the required documentation.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Objective - Cost Effectiveness

This waiver will decrease the administrative costs associated with processing annual and interim recertifications

MTW Statutory Objective – Self Sufficiency

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

It is anticipated that this waiver will increase the number of hardship requests for an additional interim recertifications. Currently, there are no limits on the number of income related interim recertifications a family can request.

Under the HCV Program, an average of 327 interims are completed annually, of which 112 or 34% represent more than one interim for a family processed within a 12-month period. That data represents 47 individual families that have requested more than one interim in a 12 month period which is approximately 9% of all families processed annually. Further program data reveals the following:

- 35 families had 2 interims within a 12 month period
- 8 families had 3 interims within a 12 month period
- 2 families had 4 interims within a 12 month period
- 2 families had 5 interims within a 12 month period

Under the Public Housing Program, an average of 57 interims are completed annually, of which 26 or 46% represent more than one interim for a family processed within a 12-month period. That data represents 10 individual families that have requested more than one interim in a 12 month period which is approximately 10% of all families that are recertified annually. Further program data reveals the following:

- 7 families had 2 interims within a 12 month period
- 3 families had 4 interims within a 12 month period

Based on the data presented, it is anticipated the hardship requests will likely be requested by the small percentage of families that submit the majority of interim requests. It is anticipated that 75% of the hardship requests will be approved and 25% of the request will be denied.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver is implemented based on income reviews, in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes. Although elderly and disabled participants are a protected class, this waiver will not have a negative effect on them.

RHE ACTIVITY 2

Self-Certification of Assets (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The asset self-certification threshold will be increased from \$5,000 to \$50,000. This will reduce the regulatory burden on both families and staff to allow a greater focus on people and not paperwork.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	This activity has reduced RHE's administrative burden, as it has made document gathering easier. Since there are less documents to acquire and review, recerts are concluded much quicker than previously.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

3.c., 3.d. - Self-Certification of Assets (PH & HCV)	Input options and instructions
Please state the dollar threshold for the self-certification of assets.	\$50,000

RHE ACTIVITY 3

Eliminate Earned Income Disregard (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will eliminate the Earned Income Disregard. This will increase operational efficiencies by reducing the time it takes to administratively process the EID. Currently, the EID allows individuals who go from not working in the previous 12 months, to working, to gradually phase in the income counted toward their rental calculation over a period of 2 years. The EID is an opportunity for clients that gain earned income, that did not previously have earned income to experience the benefit of increased income without that income increase being utilized for rent immediately; however, due to cumbersome regulations, the cost to continue offering this exclusion far outweigh the benefits. Families will benefit from an increase in income without an immediate increase in rent.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: 1. Non-elderly, non-disabled families 2. Disabled families (to the extent those families are not exempt via a reasonable accommodation)
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No

Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Onlyupload impact analysis once when said impact analysis applies tomultiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	Eliminating EID has reduced the administrative burden of RHE.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will eliminate the Earned Income Disregard.

RHE ACTIVITY 4

Minimum Rent (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	To incentivize families to maintain employment, become accustomed to paying rent that is akin to what non-subsidized families pay, decrease program expenses, and increase self-sufficiency, RHE will increase the minimum rent from \$50 to \$130 for "workable families."
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Alternative Recertification Schedule 2. Stepped Rent Graduated Total Tenant Payment 3. Landlord Incentive: Alternative Beginning Lease Term 4. Payment Standards – Fair Market Rents 5. HAP Gap Funding
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	Only one family has requested the hardship under this activity. This family is also in a unit that is over the payment standard. The family is aware of the situation and has decided not to move. In this case, a minimum rent hardship would not be needed if the family would move to a more affordable unit.
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	The implementation of the minimum rent has not caused a disparate impact on workable families. PH: The additional revenue, received by RHE, has allowed RHE to allocate more funding into resident services. HCV: The decrease in HAP payments, made by RHE, has allowed

	RHE to increase the payment standard for HCV participants without additional strain on the fiscal year budget.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.e., 1.f. - Minimum Rent (PH & HCV)	Input options and instructions
How much is the minimum rent or minimum Total Tenant Payment (TTP)?	\$ 130 minimum rent

FY24 RHE Impact Analysis Activity 4

Minimum Rent

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Public Housing

There are currently approximately 20 workable families in the Public Housing Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$1,600.

Housing Choice Voucher

There are currently approximately 45 workable families in the Voucher Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$3,600.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

Public Housing

Program rules dictate a family must pay the higher of the tenant-based rent or the minimum rent. Currently there are 20 public housing families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the Public Housing Program by 160%.

Housing Choice Voucher

Program rules dictate a family must pay the higher of 30% of adjusted income or 10% of gross income and never less than the minimum rent. Currently there are 45 HCV families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the HCV Program by 160%.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

This waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the termination rate of families.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Objective - Cost Effectiveness

This waiver will increase the cost effectiveness of both the Public Housing and HVC Programs. The amount of tenant rent collected in the Public Housing Program will increase and the amount of HAP paid under the HCV program will decrease. These funds will be available to fund self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets.

MTW Statutory Objective – Self Sufficiency

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

It is anticipated that the rate of hardship requests will increase regarding minimum rent waivers for both the Public Housing and HCV Programs. Historically RHE has only received one request to waive the minimum rent in the last seven years. It is expected that the majority, 90%, of initial minimum rent waiver requests will be approved.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver is implemented based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

RHE ACTIVITY 5

Initial Rent Burden (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the maximum family rent share, which is currently 40% of adjusted monthly income. The initial rent burden will increase not to exceed 50% of the family's monthly income. This will increase housing choices and lessen workable families' dependence on Federal subsidy.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Self-Sufficiency Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Cost Neutral
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	This activity has increased housing choices, making housing options more readily available for participants. This is incredibly valuable, particularly, since landlords have increased rents in the Rockville area.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.o. - Initial Rent Burden (HCV)	Input options and instructions
If the MTW agency plans to implement a new maximum income-based rent percentage (higher than 40% of adjusted monthly income), what is that maximum?	60%

FY24 RHE Impact Analysis Activity 5

Initial Rent Burden

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Approximately two percent, roughly 10 HCV families, pay more than 40% of their income towards their rent. RHE does not anticipate many families will choose this option due to the increase in tenant rent the family is likely to experience. Approximately one and one half percent, roughly seven HCV families, pay between 31% and 39% of their income towards their rent. These seven families would be best positioned to take advantage of this waiver and not experience an increase in tenant rent that is unaffordable.

This waiver will have a little impact on the Agency's financials. The majority of families that pay above 40% of their income toward rent are also have gross rents above the payment standard. Current program rules do not allow HAP to be paid for expenses above the Payment Standard; therefore, any additional increases in rent to be paid would be borne by the family.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This waiver may increase a family's rent burden, which may have a negative effect on housing affordability; however, this waiver is completely optional for the family.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

The waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the agency's termination rate of families.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Goal – Self Sufficiency

This waiver will increase self-sufficiency by allowing families to pay more of their income towards their housing costs which is in line with the open rental market.

MTW Statutory Goal – Housing Choice

This waiver will increase housing choices as families are able to choose from a broader pool of available units.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet both the statutory objectives of Housing Choice and Self-Sufficiency.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

RHE does not anticipate this waiver will result in hardship requests as this is voluntary on the part of the HCV participant.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver is based on client choice in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

RHE ACTIVITY 6

Modify Income Exclusion for Full Time Students (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase self-sufficiency opportunities by giving an allowance for money spent directly on educational expenses. RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.).
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Cost Neutral
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	Since the implementation of this activity, there have only been three families in which this activity has applied. Currently, it is still too early to give more quantifiable results.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.).

RHE ACTIVITY 7

Rent Reasonableness – Third-Party Requirement (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will remove the requirement to have a third-party perform rent reasonableness determinations on Project Based Voucher units owned, managed, or controlled by RHE.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No. At the Department's request, RHE must obtain the services of a third-party entity to determine rent reasonableness for PHA-owned units.
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE just converted its PH to PBVs in 2022, so this waiver has made the lease up process much easier for RHE staff, as RHE did not have to procure a third-party company to complete the rent reasonableness process. In the past, it had been difficult to find a contractor willing to make rent reasonableness determinations on only 29 units.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

2.d. - Rent Reasonableness – Third-Party Requirement (HCV)	
Please explain or upload a description of the quality assurance method.	RHE will ensure quality by making the new method visible, reviewing the policies used in developing the data, providing documentation, consulting with experts and users (if and when needed), and by keeping users informed about corrections and revisions.
Please explain or upload a description of the rent reasonableness determination method.	The rent reasonableness process involves utilizing the on-line search engine to identify at least 3 similar units and documenting the reasonableness of the rent compared to the similar units found. This process is the standard method RHE uses for all voucher rent reasonableness tests. The standard rent reasonableness process would not change.

RHE ACTIVITY 8

Housing Quality Standards -Third-Party Requirement (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will remove the requirement to have a third-party perform HQS inspections on Project Based Voucher units owned, managed, or controlled by RHE. Participants are able to request an interim inspection. HQS inspection standards, as stated 24 CFR 982.401, will not be altered in any way, shape, or form. At the request of HUD, RHE will obtain the services of a third-party entity to determine if RHE-owned units pass HQS.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE just converted its PH to PBVs in 2022, so this waiver has made the lease up process much easier for RHE staff, as RHE did not have to procure a third-party company to complete voucher inspections for RHE' PBV converted units. In the past, it had been difficult to find a contractor willing to perform inspections on only 29 units.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

5.c. - Third-Party Requirement (HCV)	Input options and instructions
Please explain or upload a description of the quality assurance method.	The quality control/assurance methodology that will be used for RHE performed HQS inspections, on RHE owned units, will be to have a third-party contractor conduct the quality control inspections on those units. The quality control inspection size will be based on the SEMAP quality control sample size requirement.

RHE ACTIVITY 9

Increase PBV Program Cap (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the cap on the number of vouchers that can be project-based from 20% not to exceed 50%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue RHE estimates the revenue will increase due to the ability to leverage financing on project-based units. The more project-based voucher units there are the more financing leverage will be available.
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE has not yet reached the old program cap of 20%, but RHE will exceed the 20% when RHE converts the last 76 PH units to PBVs at the end of this calendar year.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

9.a. - Increase PBV Program Cap (HCV)	Input options and instructions
What percentage of total authorized HCV units will be authorized for project-basing?	Up to 50%

RHE ACTIVITY 10

Increase PBV Project Cap (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the cap on the percentage of project-based vouchers that can be project based in a building or project from 25% to 100%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue RHE estimates the revenue will increase due to the ability to leverage financing on project based units. The more PBV units there are the more financing leverage will be available.
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE has not yet utilized this waiver; however, RHE anticipates doing so when it converts the last 76 PH units to PBVs at the end of this calendar year.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 11

Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will eliminate the selection process in the award of Project Based Vouchers to properties owned by RHE that are not public housing without engaging in an initiative to improve, develop, or replace a public housing property on site.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decrease expenditures This will decrease the administrative burden associated with the RFP process
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE purchased a new development in December 2022 of 121 units and was able to apply 30 PBVs to the property. This waiver helped RHE to provide affordability to this property to add new affordable units, thereby increasing housing choices for participants.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 12

Increase PBV HAP Contract Length (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the length of the term of a Project Based Contract up to 50 years including extensions subject to appropriations and the end of the MTW Authorization. This will allow RHE to have an initial contract year of 15 to 20 years with renewal options.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increase revenue The ability to leverage PBV units for a longer period of time will allow for more financing to be leveraged
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE purchased a new development in December 2022 of 121 units and was able to apply 30 PBVs to the property and secured a longer affordability term of a 20-year PBV contract instead of a 15-year PBV contract. This waiver helped RHE to provide affordability to this property to add new affordable units, thereby increasing housing choices for participants.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 13

Limit Portability for PBV Units (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will waive the requirement to provide a tenant-based voucher at 12 months when requested by a Project Based Voucher household. RHE will require Project Based Voucher households to remain in place for 24 months prior to being eligible to receive an available tenant-based voucher.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based unitsand/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Onlyupload impact analysis once when said impact analysis applies tomultiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE purchased a new development in December 2022 of 121 units and was able to apply 30 PBVs to the property and secured a longer affordability term of a 20-year PBV contract instead of a 15-year PBV contract. Families have not been in residence long enough to determine the effectiveness of this waiver; families have only moved in during the last five months.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 14

Housing Development Programs (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will utilize block grant funding to acquire, renovate, and/or build affordable units for low-income families that are not public housing units. Activities would be inclusive of, but not limited to, construction financing, gap financing, funding of reserves, and guarantees for non-public housing authority development of affordable housing. Development or investment in other affordable housing will include a variety of funding sources to include, but not limited to, project-based vouchers, Low Income Housing Tax Credits (LIHTC), federally insured loans, and state and local funding. Ownership structures are expected to vary depending on the deal structure.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Neutral (no cost implications) This activity will initially be a cost neutral activity as funding is shifted from one activity to another. However, the shift to development activities will allow RHE to leverage additional funding which will ultimately lead to increased revenue.
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	There were no hardship requests received.
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE purchased a new development in December 2022 of 121 units and was able to utilize \$422,499 in MTW Block Grant funding to assist with the purchase. The total purchase price was \$44,800,000. While this represents less than 1% of the total acquisition cost, the funds were beneficial in securing the purchase.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

17.c. Housing Development Programs

For each LNT housing development that the MTW agency will commit funds to or spend funds on in this Fiscal Year, in Table 17.c.1 below please add the name of the development to one column heading and then provide the requested information, including the MTW agency role (Acquisition, Rehabilitation, or New Construction), the type of MTW agency financing (Gap Financing, Tax Credit Partnership, Other), and the total number of affordable units in the development. If possible, please provide a breakdown of the number of affordable units by level of affordability.

Housing Development Programs that the MTW Agency plans to commit Funds to in Fiscal Year [autofill upcoming year]

Question	David Scull Courts/Scattered Sites MD00700000 1 (see attached address listings)			
MTW Role: Acquisition, Rehabilitation, New Construction?	PH to PBV Conversion/Rehab			
Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Gap, funding for capital repairs			
Number of Affordable Units	105			
Total Number of Units	105			
Number of Units by Affordability				
• 80% of AMI	12			
• 60% of AMI	22			
• 30% of AMI	71			
• Other				

Housing Development Programs that the MTW Agency plans to spend funds on in the Fiscal Year [autofill upcoming year]

Rockville Housing Enterprises

PH Units - David Scull Scattered Site

David Scull - Public Housing	
1200 First Street	Rockville, MD 20850
1202 First Street	Rockville, MD 20850
1204 First Street	Rockville, MD 20850
1206 First Street	Rockville, MD 20850
1208 First Street	Rockville, MD 20850
1210 First Street	Rockville, MD 20850
1212 First Street	Rockville, MD 20850
1214 First Street	Rockville, MD 20850
1216 First Street	Rockville, MD 20850
1218 First Street	Rockville, MD 20850
1220 First Street	Rockville, MD 20850
1222 First Street	Rockville, MD 20850
1224 First Street	Rockville, MD 20850
1226 First Street	Rockville, MD 20850
1228 First Street	Rockville, MD 20850
1230 First Street	Rockville, MD 20850
1232 First Street	Rockville, MD 20850
1234 First Street	Rockville, MD 20850
1236 First Street	Rockville, MD 20850
1238 First Street	Rockville, MD 20850
1240 First Street	Rockville, MD 20850
1242 First Street	Rockville, MD 20850
1244 First Street	Rockville, MD 20850
1246 First Street	Rockville, MD 20850
1248 First Street	Rockville, MD 20850
1250 First Street	Rockville, MD 20850
1252 First Street	Rockville, MD 20850
1254 First Street	Rockville, MD 20850
1256 First Street	Rockville, MD 20850
1258 First Street	Rockville, MD 20850
1260 First Street	Rockville, MD 20850
1262 First Street	Rockville, MD 20850
1264 First Street	Rockville, MD 20850
1266 First Street	Rockville, MD 20850
1268 First Street	Rockville, MD 20850
1270 First Street	Rockville, MD 20850
1272 First Street	Rockville, MD 20850
1274 First Street	Rockville, MD 20850
1276 First Street	Rockville, MD 20850
1278 First Street	Rockville, MD 20850
1280 First Street	Rockville, MD 20850
1282 First Street	Rockville, MD 20850
1284 First Street	Rockville, MD 20850
1286 First Street	Rockville, MD 20850
1288 First Street	Rockville, MD 20850
1290 First Street	Rockville, MD 20850
1292 First Street	Rockville, MD 20850

Rockville Housing Enterprises

PH Units - David Scull Scattered Site

1294 First Street	Rockville, MD 20850
1296 First Street	Rockville, MD 20850
1298 First Street	Rockville, MD 20850
1300 First Street	Rockville, MD 20850
1302 First Street	Rockville, MD 20850
1304 First Street	Rockville, MD 20850
1306 First Street	Rockville, MD 20850
1308 First Street	Rockville, MD 20850
1310 First Street	Rockville, MD 20850
1312 First Street	Rockville, MD 20850
1314 First Street	Rockville, MD 20850
1316 First Street	Rockville, MD 20850
1318 First Street	Rockville, MD 20850
1320 First Street	Rockville, MD 20850
1322 First Street	Rockville, MD 20850
1301 First Street	Rockville, MD 20850
1303 First Street	Rockville, MD 20850
1305 First Street	Rockville, MD 20850
1307 First Street	Rockville, MD 20850
1309 First Street	Rockville, MD 20850
1311 First Street	Rockville, MD 20850
1313 First Street	Rockville, MD 20850
1315 First Street	Rockville, MD 20850
1317 First Street	Rockville, MD 20850
1319 First Street	Rockville, MD 20850
1321 First Street	Rockville, MD 20850
1323 First Street	Rockville, MD 20850
1325 First Street	Rockville, MD 20850
1327 First Street	Rockville, MD 20850
Public Housing Scattered Sites	
202 Horners Ln	Rockville, MD 20850
506 Crabb Ave	Rockville, MD 20850
609 Crabb Ave	Rockville, MD 20850
328 Lincoln Ave	Rockville, MD 20850
339 Howard Ave	Rockville, MD 20850
501 Pinewood Rd	Rockville, MD 20850
512 Pinewood Rd	Rockville, MD 20850
512 Woodston Rd	Rockville, MD 20850
618 Burgundy Dr	Rockville, MD 20850
608 Longwood Dr	Rockville, MD 20850
726 Grandin Ave	Rockville, MD 20850
615 N. Stonestreet Ave	Rockville, MD 20850
914 N. Stonestreet Ave	Rockville, MD 20850
330 Beall Ave	Rockville, MD 20850
205 N. Van Buren St	Rockville, MD 20850
226 N. Van Buren St	Rockville, MD 20850
507 Bickford Ave	Rockville, MD 20850

Rockville Housing Enterprises

PH Units - David Scull Scattered Site

509 Bickford Ave	Rockville, MD 20850
102 North St	Rockville, MD 20850
609 W. Lynfield Dr	Rockville, MD 20850
1309 Gladstone Dr	Rockville, MD 20851
1807 McAuliffe Dr	Rockville, MD 20851
1633 Lewis Ave	Rockville, MD 20851
1305 Clagett Dr	Rockville, MD 20851
1208 Parrish Dr	Rockville, MD 20851
1211 Highwood Rd	Rockville, MD 20851
1106 Broadwood Dr	Rockville, MD 20851
1620 Burris Rd	Rockville, MD 20851
13303 Midway Ave	Rockville, MD 20851

RHE ACTIVITY 15

Graduated Total Tenant Payment (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase client graduation from both the public housing and HCV programs and eliminate subsidy dependence by initiating a graduated total tenant payment (TTP) for workable families. The TTP will increase by the greater of the increase in TTP based on the increase in household income or 5% each year for families on annual recertifications schedules and 10% for families with triennial recertification schedules.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Minimum Rent 2. Alternative Recertification Schedule For Households 3. Landlord Incentive: Alternative Beginning Lease Term 4. Payment Standards – Fair Market Rents 5. HAP Gap Funding
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	This activity will be implemented in 2023 beginning with the annual reexaminations for zero income workable families on TANF and will be implemented with the triennial recerts due in 2025 for all other workable families on the triennial recert schedule.

Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.c., 1.d. - Stepped Rent (PH & HCV)	Input options and instructions
Upload a document that presents the stepped rent schedule in the form of a table.	Attached.
If a household progresses all the way through the stepped rent schedule, what will their status be?	☒ They will no longer receive a subsidy ☐ They will continue to receive a shallow subsidy _ ☐ Other\Not Applicable. [If checked]: Please explain

FY24 RHE Impact Analysis Activity 15

Graduated Total Tenant Payment

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Public Housing Program Impact

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in three income bands: families below 50% AMI, families between 80% and 50% AMI, and families above 80% AMI.

PH Workable Families Below 50% AMI

Approximately 66% or 51 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$277. A 5% increase in the TTP will result in an average increase of \$3 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$15 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$3. The estimated aggregate increase in tenant rent collected from workable families below 50% of the AMI over the 10-year period is \$373.

PH Workable Families Between 50% and 80% AMI

Approximately 24% or 19 workable families have incomes between 50% and 80% of the AMI. The average monthly tenant rent for these families is \$900. A 5% increase in the TTP will result in an average increase of \$2 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$5 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$13. The estimated aggregate increase in tenant rent collected from workable families between 50% and 80% AMI over the 10-year period is \$1,478.

PH Workable Families Above 80% AMI

Approximately 10% or 8 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,560. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$9 a month. In years 7 - 10, the average monthly tenant rent increase is estimated to be \$23. The estimated aggregate increase in tenant rent collected from workable families above 80% of the AMI over the 10-year period is \$2,562.

The overall combined projected increase in tenant rent collected from all workable families over the 10-year period is \$4,413.

Housing Choice Voucher Program Impact

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in two income bands: families below 50% AMI and families above 80% AMI. There were not a significant number of families between 50% and 80% of the AMI; therefore, those few families were absorbed into the other income categories for this data analysis.

HCV Workable Families Below 50% AMI

Approximately 74% or 57 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$313. A 5% increase in the TTP will result in an average increase of \$1 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$2 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$5. The estimated aggregate increase in tenant rent paid by workable families below 50% of the AMI over the 10-year period is \$514.

HCV Workable Families Above 80% AMI

Approximately 26% or 20 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,392. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$7 a month. In years 7 -10, the average monthly tenant rent increase is estimated to be \$21. The estimated aggregate increase in tenant rent paid by workable families above 80% of the AMI over the 10-year period is \$2,286.

The overall combined projected increase in tenant rent paid by all workable families over the 10 year period is \$2,800. It is estimated the HAP costs will decrease by \$2,800.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This waiver will have a minimal impact on a family's ability to afford their housing costs. The increase in tenant rent is minimal resulting in an annual increase of less than \$5 for the first 5 years.

- 3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**
The waiver will not affect waiting list.
- 4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**
This waiver will not affect the agency's termination rate of families.
- 5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**
This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.
- 6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**
MTW Statutory Goal - Cost Effectiveness
This waiver will increase the amount of available funds to support self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets by \$7,213 over a ten year period.

MTW Statutory Goal – Self Sufficiency
This waiver will create an environment that is comparable to that of market rate rentals, wherein tenants are subject to annual rent increases regardless of their income status.
- 7. Impact on the agency's ability to meet the MTW statutory requirements**
This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.
- 8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**
RHE anticipates this waiver will increase the rate of hardship requests. The number of requests granted will likely increase as well.
- 9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**
This waiver is based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

ROCKVILLE HOUSING ENTERPRISES
Public Housing & HCV
Graduated Total Tenant Payment Schedule
(Stepped Rent)

Residency Year	Able-Bodied Households (Triennial Recertifications)	Able-Bodied Households with Zero Income & making less than the Minimum Rent Income Level (Annual Recertifications)
Year 1	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 2		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 3		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 4	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 5		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 6		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 7	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 8		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 9		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 10	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.

RHE ACTIVITY 16

Lump Sum & Sporadic Income Inclusion (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	To further prepare RHE residents and participants for program graduation, RHE will now include lump sum and sporadic income for all household members in the rent calculation. Social security, military, and disability lump sum payments are excluded.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increase revenue Decrease expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY23 MTW Supplement was approved in June 2023, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will include lump sum and sporadic income for all household members in the rent calculation. Social security, military, and disability lump sum payments are excluded.

RHE ACTIVITY 17

Landlord Incentive: Alternative Beginning Lease Term (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE is requesting this Agency-Specific Waiver (ASW) to incentivize landlords to continue leasing to their tenants, that are already in place, when they receive a Housing Choice Voucher (HCV) and other similarly situated circumstances where a lease has been executed prior to the commencement of a HAP contract. Instead of the HAP contract starting on the first day of the initial lease term, as required in the HAP contract, the term may start on the first day the unit has passed HQS inspection or the date of execution of the tenancy addendum, whichever is later. The HAP contract takes effect when the owner and tenant execute the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS). Per the OMB-approved MTW Rider to the HAP Contract form, MTW agencies may request HUD approval to waive certain requirements pertaining to the HAP contract in certain instances. RHE has found that some landlords are refusing to participate in the HCV program when un-assisted tenants already in the unit receive a voucher and seek to lease in place using their newly issued voucher. This is due to having to create a new lease and the time involved. This is causing undo anguish and anxiety to tenants who wish to remain in their unit. To help tenants in these situations and to incentivize landlords to participate in the HCV program, RHE is utilizing the MTW Rider to the HAP Contract form that provides the flexibility to change the terms set forth in the HAP contract. RHE proposes utilizing its MTW flexibility, through this ASW, to have the HAP contract term commence on the first day of the initial lease term OR the HAP contract term may commence on the first day the unit passes HQS inspection or the date of execution of the tenancy addendum, whichever is later. The HAP contract takes effect when the owner and tenant execute the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS). The dwelling lease, between the landlord and tenant, and the HAP Tenancy Addendum are still required. The MTW Rider states: Pursuant to the Public Housing Agency's (PHA) participation in the MTW demonstration, the PHA may establish Section 8 HCV or PBV policies or requirements that differ from statutory requirements for both programs contained in the U.S. Housing Act of 1937, the relevant, regulatory requirements, and applicable Public and Indian Housing Notices. This ASW in no way allows for a HAP contract to be executed prior to a HQS inspection. Line 7. Initial Housing Assistance Payment of the Housing Assistance Payment (HAP) contract states, "The HAP contract term commences on the first day of the initial lease term." RHE would like the term to commence either on the first day of the initial lease term, or the term may start on the first day the unit has passed HQS inspection or the date of execution of the tenancy addendum, whichever is later. Some of the local challenges RHE is experiencing should be mitigated by the use of this ASW, including: ▪ Any situation where a client leases in place. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i> ▪ A client may move into a unit prior to HQS or other necessary PHA approvals due to a rental rate discount being given by the landlord for moving in early. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i>

	- A client may move in prior to HQS or other necessary PHA approvals by mistake because they may have intellectual capacity issues and may not have understood the HCV process. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i> - A client may be homeless or has some other housing emergency and must move in prior to HQS or other necessary approvals to secure the unit. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i>
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Neutral
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a PH or HCV activity, the agency will either see questions applicable to PH or HCV.	For HCV activities: - The MTW activity applies to all tenant-based units - The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	Yes
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes - Alternative Recertification Schedule - Minimum Rent - Stepped Rent Graduated Total Tenant Payment - Payment Standards – Fair Market Rents - HAP Gap Funding
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY23 MTW Supplement was approved in June 2023, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A
Statute or Regulation Waived	24 CFR 982.451(a)(2) and 24 CFR 982.305(c)

FY24 RHE Impact Analysis Activity 17
Landlord Incentive: Alternative Beginning Lease Term

- 1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**
Although this waiver is based on a MTW Rider to the HAP contract, it will not impact the agency's finances.
- 2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**
This waiver will not impact the affordability of housing costs for affected families.
- 3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**
The waiver will not affect the waiting list.
- 4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**
This waiver will not affect the agency's termination rate of families.
- 5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**
This waiver will not affect the agency's current utilization rate in the HCV program.
- 6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**
MTW Statutory Goal – Housing Choice
This waiver will assist in maintaining and even increasing the pool of qualified landlords in the HCV program, thereby increasing housing choices for RHE participants.
- 7. Impact on the agency's ability to meet the MTW statutory requirements**
This waiver will enable RHE to meet the statutory objective of Housing Choice.
- 8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**
This waiver will not result in additional hardship requests.
- 9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**
This waiver does not affect any protected class and is therefore not applicable.

RHE ACTIVITY 18

Payment Standards – Fair Market Rents (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will raise the payment standard to 120% of the Fair Market Rents (FMR) for tenant-based voucher workable and non-workable families. Housing choices are dwindling due to growing local market rents, and this limits where RHE households may live. This activity will remedy this concern. The current RHE payment standard is 100% of the FMR. A payment standard of 120% of FMR will increase the payment standard by an overall average of \$484 for all bedroom sizes across all zip codes.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Housing Choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Minimum Rent 2. Stepped Rent Graduated Total Tenant Payment 3. Landlord Incentive: Alternative Beginning Lease Term 4. Alternative Recertification Schedule For Households 5. HAP Gap Funding
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

2.b. - Payment Standards – Fair Market Rents (HCV)	Input options and instructions
Please explain the payment standards by FMR.	The current RHE payment standard is 100% of the FMR. A payment

standard of 120% of FMR will increase the payment standard by an overall average of \$484 for all bedroom sizes across all zip codes.

Zip Code 20850			
Bedroom Size	Current FMR	Current PS	120% FMR-PS
0	\$2,030	\$2,030	\$2,436
1	\$2,070	\$2,070	\$2,484
2	\$2,350	\$2,350	\$2,820
3	\$2,940	\$2,940	\$3,528
4	\$3,510	\$3,510	\$4,212

Zip Code 20851			
Bedroom Size	Current FMR	Current PS	120% FMR-PS
0	\$1,630	\$1,630	\$1,956
1	\$1,660	\$1,660	\$1,992
2	\$1,890	\$1,890	\$2,268
3	\$2,360	\$2,360	\$2,832
4	\$2,820	\$2,820	\$3,384

Zip Code 20852			
Bedroom Size	Current FMR	Current PS	120% FMR-PS
0	\$1,980	\$1,980	\$2,376
1	\$2,010	\$2,010	\$2,412
2	\$2,290	\$2,290	\$2,748
3	\$2,860	\$2,860	\$3,432
4	\$3,420	\$3,420	\$4,104

Zip Code 20853			
Bedroom Size	Current FMR	Current PS	120% FMR-PS
0	\$1,550	\$1,550	\$1,860
1	\$1,570	\$1,570	\$1,884
2	\$1,790	\$1,790	\$2,148
3	\$2,240	\$2,240	\$2,688
4	\$2,670	\$2,670	\$3,204

Zip Code 20854			
Bedroom Size	Current FMR	Current PS	120% FMR-PS
0	\$2,390	\$2,390	\$2,868
1	\$2,430	\$2,430	\$2,916
2	\$2,760	\$2,760	\$3,312
3	\$3,450	\$3,450	\$4,140
4	\$4,120	\$4,120	\$4,944

Zip Code 20855			
Bedroom Size	Current FMR	Current PS	120% FMR-PS
0	\$1,850	\$1,850	\$2,220
1	\$1,880	\$1,880	\$2,256
2	\$2,140	\$2,140	\$2,568
3	\$2,680	\$2,680	\$3,216
4	\$3,190	\$3,190	\$3,828

FY24 RHE Impact Analysis Activity 18
Payment Standard – Fair Market Rents

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Although this activity will increase RHE's expenditures, it will result in more housing choices for families. The current RHE payment standard is 100% of the Fair Market Rents (FMR). RHE will raise the payment standard to 120% of the FMR for tenant-based voucher workable and non-workable families. A payment standard of 120% of the FMR will increase the payment standard by an overall average of \$484 for all bedroom sizes across all zip codes.

The average payment standard increase, for all bedroom sizes, by zip codes is as following:

Zip Code 20850: \$516
Zip Code 20851: \$414
Zip Code 20852: \$502
Zip Code 20853: \$393
Zip Code 20854: \$606
Zip Code 20855: \$470

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This waiver will make housing costs more affordable for affected families. The tenant rent portion for families is increasing due to an overall increase in market rents. By increasing the payment standard, this activity will reduce the rent burden on families.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

The waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the agency's termination rate of families.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

The intention of this waiver is to maintain the current utilization rate in HCV.

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Goal – Housing Choice

This waiver will assist families by increasing their housing choices.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet the statutory objective of Housing Choice.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

This waiver will not result in additional hardship requests.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver does not affect any protected class and is therefore not applicable.

RHE ACTIVITY 19

Housing Assistance Payments Gap Funding (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	In addition to raising the payment standard to 120% of the FMR, RHE is requesting this Agency-Specific Waiver (ASW) to provide additional Housing Assistance Payments (HAP) gap funding for tenant-based voucher families that are experiencing extremely high rental increases, in which the gross rent is over the payment standard and results in the family paying over 50% of their adjusted income. The HAP supplement given, for units in which the qualified family currently resides, will vary to the extent that the gap funding gets the family below the 50% rent burden threshold. To be eligible for assistance, families must be working at least 32 hours a week and reside in the properties listed below. Non-workable families (elderly and disabled) are exempt from the work requirement. The HAP gap funding is for families residing in these high-cost properties: ▪ Villas At Rockville Parent LLC D/B/A Villas At Rockville Owner LLC ▪ The Forest LP D/B/A The Forest Apartments The Forest Apartments ▪ Shady Grove Apts, LLC, Bainbridge ▪ Residences At King Farm Bernstein Management Corp ▪ Morguard Fenestra Apartments LLC Morguard Nar(US) Holdings, LLC ▪ King Farm Apts Phase II LLP 04-25-22 ▪ Huntington At King Farm EHF King Farm, LP ▪ Hoc At The Upton II ▪ FLVAL Upper Rock II LLC D/B/A/ Mira Upper Rock II ▪ FLVAL Upper Rock I LLC D/B/A Mira Upper Rock I ▪ Eastsky Galvan Holdings LLC Dba Esp Galvan At Twinbrook, LLC ▪ Congressional Plaza Associates ▪ CX Residences At Congressional Village, DST ▪ Camden Property Trust ▪ Ashley Martey Mid- America Apartments L.P. D/B/A Post Fallsgrrove Currently, there are XX families affected by excessive rent increases, of which this activity would apply. Although the rents are high; they are considered "reasonable" for the Washington/Arlington/Alexandria, DC-VA-MD Metro area. These families are paying, on average, XX% of their adjusted income towards rent. This circumstance, unintentionally, places limits on the self-sufficiency strides of these families. This waiver would alleviate that.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Housing Choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new	New admissions and currently assisted households

admissions, only to currently assisted households, or to both new admissions and currently assisted households?	
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Minimum Rent 2. Stepped Rent Graduated Total Tenant Payment 3. Landlord Incentive: Alternative Beginning Lease Term 4. Alternative Recertification Schedule For Households 5. Payment Standards – Fair Market Rents
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	Yes
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A
Statute or Regulation Waived	24 CFR 982.505(b)(1) and 24 CFR 982.505(b)(2)

FY24 RHE Impact Analysis Activity 19

Housing Assistance Payments Gap Funding

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

In addition to raising the payment standard to 120% of FMR, RHE will provide additional Housing Assistance Payments (HAP) gap funding for tenant-based voucher families that are experiencing extremely high rental increases, in which the gross rent is over the payment standard and results in the family paying over 50% of their adjusted income. To be eligible for assistance, families must be working at least 32 hours a week and reside in specific properties. Non-workable families (elderly and disabled) are exempt from the work requirement.

This waiver will affect XX families. These families are paying, on average, XX% of their adjusted income towards rent. The amount of supplemental HAP will vary, per family, to the extent that the gap funding gets the family below the 50% rent burden threshold. While there is no definitive amount budgeted for this activity, RHE anticipates disbursing \$50,000 in additional funding for FY24. The funding for the supplemental HAP will come from the increased revenue realized through the approved MTW activities of an increased minimum rent as well as the graduated total tenant payment for families.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This waiver will make housing costs more affordable for affected families. The tenant rent portion for families is drastically increasing due to an overall disproportionate increase in market rents. Providing supplemental HAP will reduce the rent burden on families.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

The waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the agency's termination rate of families.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

The intention of this waiver is to maintain the current utilization rate in HCV.

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Goal – Housing Choice

This waiver will assist families by increasing their housing choices.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet the statutory objective of Housing Choice.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

This waiver will not result in additional hardship requests.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver does not affect any protected class and is therefore not applicable.

Describe the Activities that Will Use Only MTW Funding Flexibility

In addition to the MTW and Agency-Specific waivers, RHE will use the MTW funding flexibility to support Foster Youth Initiative (FYI) Voucher and Stability Voucher (SV) holders through the following initiatives:

I. Security Deposit Assistance

- RHE will provide security deposit assistance for FYI voucher and SV holders of up to two (2) month's rent.
- RHE will send deposit checks directly to the landlord.
- FYI voucher and SV holders must show proof of seeking assistance from other agencies. (Department of Health and Human Services and the City of Rockville)
- Landlords must agree to return deposit back to RHE upon move out of the FYI voucher and SV holders. If there are any tenant caused damages beyond normal wear and tear, RHE has to mutually agree that the damages are in fact beyond normal wear and tear. If there damages are beyond normal wear and tear, the FYI voucher or SV holder must pay RHE back the amount of the security deposit lost due to damages. Additionally, FYI voucher and SV holders will not be eligible for additional security deposit or application fee assistance until the damage claim is paid back to RHE.

II. Utility Deposit Assistance

- RHE will provide FYI voucher and SV holders with assistance paying utility deposits of up to \$1,000. RHE will provide utility deposits for water, gas, electric, and internet.
- RHE will send utility deposits directly to the utility company.
- FYI voucher and SV holders must have exhausted all other available utility deposit resources.
- Deposit returns must be given back to RHE once the FYI voucher and SV holders moves.

III. Apartment Application Fee Assistance

- RHE will assist FYI voucher and SV holders with paying application fees for housing applications of up to three (3) units per move.
- FYI voucher and SV holders must have exhausted all other available application fee resources.

IV. U-Haul Moving Assistance

RHE will assist FYI voucher and SV holders in picking up donated furniture for moves up to \$250 per move or the actual cost, whichever is lower, when the voucher holder must move to another unit due to a reason that is not caused by the tenant.

V. Transportation Assistance

RHE will provide public transit passes to FYI voucher and SV holders for the following purposes:

- Working or looking for work
- School
- Medical appointments
- Grocery Shopping

For FY24, RHE estimates \$20,000 to be expensed for this endeavor.

D.	Safe Harbor Waivers.
D.1	Safe Harbor Waivers seeking HUD Approval: The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement. Will the MTW agency submit request for approval of a Safe Harbor Waiver this year? ☒ No
E.	Agency-Specific Waivers.
E.1	Agency-Specific Waivers for HUD Approval: The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I. In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable. For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement. Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year? ☒ Yes

E.2	Agency-Specific Waiver(s) for which HUD Approval has been Received: For each previously approved Agency-Specific Waiver(s), a set of questions will populate. Does the MTW agency have any approved Agency-Specific Waivers? X Yes.				
F.	Public Housing Operating Subsidy Grant Reporting.				
F.1	Please provide the public housing Operating Subsidy grant information in the table below for Operating Subsidy grants appropriated in each Federal Fiscal Year the PHA is designated an MTW PHA.				
	Federal Fiscal Year (FFY)	Total Operating Subsidy Authorized Amount	How Much PHA Disbursed by the 9/30 Reporting Period	Remaining Not Yet Disbursed	Deadline
	2021	\$673,465	\$673,465	\$0	9/30/2029
	2022	\$630,095	\$630,095	\$0	9/30/2030
	2023	\$414,840	\$361,102	\$53,738	9/30/2031
G.	MTW Statutory Requirements.				
G.1	75% Very Low Income – Local, Non-Traditional. HUD will verify compliance with the statutory requirement that at least 75% of the households assisted by the MTW agency are very low-income for MTW public housing units and MTW HCVs through HUD systems. The MTW PHA must provide data for the actual families housed upon admission during the PHA’s most recently completed Fiscal Year for its Local, Non-Traditional program households.				

Income Level	Number of Local, Non-Traditional Households Admitted in the Fiscal Year*
80%-50% Area Median Income	48
49%-30% Area Median Income	78
Below 30% Area Median Income	77
Total Local, Non-Traditional Households	203

*Local, non-traditional income data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

G.2	Establishing Reasonable Rent Policy.	
Question		Input options and instructions
Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?		Yes. RHE is introducing a minimum rent requirement and stepped rent for workable families, eliminating Earned Income Disallowance, modifying income exclusions for full-time students, and increasing the initial rent burden of HCV participants through the FY22 MTW Supplement, which was been HUD approved. Additional, RHE will include lump sums and sporadic income in the calculation of rent and offer term-limited assistance for workable families through the FY23 MTW Supplement. All waivers will be implemented at the beginning of the fiscal year once the FY23 has been approved by HUD.
G.3	Substantially the Same (STS) – Local, Non-Traditional.	
Questions		Input options and instructions
Please provide the total number of unit months that families were housed in a local, non-traditional rental subsidy for the prior full calendar year.		0 unit months
Please provide the total number of unit months that families were housed in a local, non-traditional housing development program for the prior full calendar year.		2,436 unit months
How many units, developed under the local, non-traditional housing development activity, were available for occupancy during the prior full calendar year (by bedroom size)?		Please include only those units that serve households at or below 80% of AMI in the table provided. 203

PROPERTY NAME/ADDRESS	0/1 BR	2 BR	3 BR	4 BR	5 BR	6+ BR	TOTAL UNITS	POPULATION TYPE*	# of Section 504 Accessible (Mobility)**	# of Section 504 Accessible (Hearing/Vision)	Was this Property Made Available for Initial Occupancy during the Prior Full Calendar Year?	What was the Total Amount of MTW Funds Invested into the Property?
RELP One LP – Scattered Sites	5	37	11	0	0	0	53	General	0	0	No	N/A
219 Jay Drive B Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
722 Garden View Way G, Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
229 CorkTree Ln. Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
343 Falls Grove Apt. B, Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
Fireside Park Apts. 701 Monroe St. Rockville, MD 2050	57	78	11	0	0	0	146	General	0	0	No	N/A
	62	119	22	0	0	0	203		0	0		

G.4	Comparable Mix (by Family Size) – Local, Non-Traditional.	

In order to demonstrate that the MTW statutory requirement of “maintaining a comparable mix of families (by family size) are served,

as would have been provided had the amounts not been used under the demonstration” is being achieved, the MTW agency will provide information for its most recently completed Fiscal Year in the following table.

Local, non-traditional family size data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

Family Size:	Occupied Number of Local, Non-Traditional units by Household Size
1 Person	78
2 Person	68
3 Person	30
4 Person	20
5 Person	6
6+ Person	1
Totals	203

G.5	Housing Quality Standards.	
	Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program. The public housing program is monitored through physical inspections performed by the Real Estate Assessment Center (REAC).	
H.	Public Comments.	
H.1		Input options and instructions
	Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.	
	Please attach a narrative describing the MTW agency’s analysis of the comments and any decisions made based on these comments.	
	If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver?	Yes
	If yes, please attach the comments received along with the MTW agency’s description of how comments were considered.	
I	Evaluations.	
I.1	Please list any ongoing and completed evaluations of the MTW agency’s MTW policies, that the PHA is aware of, including the information requested in the table below. In the box “title and short description,” please write the title of the evaluation and a brief description of the focus of the evaluation.	
Question		Input options and instructions
Does the PHA have an agency-sponsored evaluation?		No

Title and short description	Evaluator name and contact information	Time period	Reports available

J	MTW Certifications of Compliance.

J.1	The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD. Certification is provided below.

Table I.1 - Evaluations of MTW Policies

APPENDIX A – MTW Activity Organizer

FY23 RHE MTW Supplement Activity Organizer

RHE Activity #	MTW Waiver	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
	1. Tenant Rent Policies					
15	c. & d. Stepped Rent - Graduated Total Tenant Payment (PH & HCV)	X	X	X	X	X
4	e. f. Minimum Rent (PH & HCV)	X	X	X	X	X
5	o. Initial Rent Burden (HCV)	X	X	X	X	
3	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Exclude EID</i>	X	X			
6	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Exclude specific income for full-time students</i>	X	X			
16	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Include lump sums and sporadic income</i>	X	X			
	2. Payment Standards and Rent Reasonableness					
7	d. Rent Reasonableness - Third-Party Requirement (HCV)	X	X			
18	2.b. Payment Standards – Fair Market Rents (HCV)	X	X	X	X	X
	3. Reexaminations					
1	a. & b. Alternative Reexamination Schedule for Households (PH & HCV)	X	X	X	X	X
2	c. & d. Self-Certification of Assets (PH & HCV)	X	X	X		
	5. Housing Quality Standards (HQS)					
8	c. Third-Party Requirement (HCV)	X	X			
	9. Project-Based Voucher Program Flexibilities					
9	a. Increase PBV Program Cap (HCV)	X	X	X		
10	b. Increase PBV Project Cap (HCV)	X		X		
11	c. Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)	X				
12	f. Increase PBV HAP Contract Length(HCV)	X		X		
13	h. Limit Portability for PBV Units (HCV)	X				
	17. Local, Non-Traditional Activities					
14	c. Housing Development Programs	X	X	X		
	Funding Fungibility					
	Foster Youth Initiative (FYI) Vouchers and Stability Vouchers (SV)					

FY23 RHE Agency Specific Waiver

RHE Activity #	Agency Specific Waiver	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
17	Landlord Incentive: Alternative Beginning Lease Term (HCV)	X			X	X
19	HAP Gap Funding (HCV)	X			X	X

APPENDIX B – Hardship Policy

ROCKVILLE HOUSING ENTERPRISES HARDSHIP POLICY

RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

Applicable Family Situations

Qualifying hardships include the following:

1. The family has experienced a decrease in income because of changed circumstances including,
 - a. Involuntary loss or reduction of employment
 - b. Death in the family
 - c. Involuntary reduction in or loss of earnings or other assistance
2. The family has experienced an increase in expenses because of changed circumstances, for
 - a. Medical costs that exceed 25% or more of the family's current expense
 - b. Childcare costs that exceed 25% or more of the family's current expense
 - c. Involuntary loss of transportation, such as a serious car accident
 - d. Education
 - e. Similar items
 - f. Such other situations and factors determined by RHE to be appropriate.

Process for Agency Review and Determination

When a client requests a hardship exemption from an MTW activity RHE will take the following actions:

1. Suspend the MTW activity beginning the next month after the request until the agency has determined if the request is warranted.
2. Determine whether a hardship exists within a reasonable time after the family request and whether it is temporary or long term.
3. RHE will not evict the family during the 90-day period beginning the month following the family's request for a hardship exemption.
4. If it is determined that a financial or other hardship exists and is **TEMPORARY**, RHE will continue providing an exemption from the MTW activity at a reasonable level for up to 90 days. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement, on terms and conditions established by RHE for the amount of back rent owed by the family.
5. If it is determined that a financial or other hardship exists and is **LONG-TERM**, RHE will continue providing an exemption from the MTW activity at a reasonable level for a specified duration determined by RHE. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement on terms and conditions established by RHE for the amount of back rent owed by the family.
6. If it is determined that a financial or other hardship request did not meet hardship standards, the client must resume the MTW activity and collect any retroactive rent, if applicable, through a reasonable repayment agreement.

Repayment Agreement

Families that have entered into a repayment agreement, of any kind, with RHE must comply with the terms of the repayment agreement. Failure to comply with any provision of the repayment agreement may result in termination of tenancy and/or assistance. Late and/or missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance. Qualified hardships will not be extended unless the family is in compliance with the repayment agreement.

Resident Notification

RHE will notify families of its Hardship Policy through its Administrative Plan, Admissions and Continued Occupancy Policy (ACOP), at intake, at recertification, and when a family is to be terminated due to an MTW activity.

Grievance Procedure

If a family's hardship request is denied, the family is permitted to go before the Hearing Officer for a second review.

Reasonable Accommodations

RHE will address persons with handicaps requesting a reasonable accommodation under 24 CFR part 8 through RHE's Reasonable Accommodations Policy and procedures.

Record Keeping

RHE will keep clear records for hardship requests and determinations for three (3) years. These records are available for public review and inspection at RHE's principal office during normal business hours and supplied to HUD if requested.

APPENDIX C – Modified Escrow Saving Schedule

Modified Escrow Saving Schedule

Education and Training Completion of:	Frequency	Incentive
Training/Certificate Program	one-time	\$300
GED	one-time	\$400
Associates Degree	one-time	\$500
Bachelor's Degree	one-time	\$800
Master's Degree	one-time	\$1000

Employment:	Frequency	Incentive
Obtain new employment	one-time	\$250
Employment retention for 12 months	One-time per year	\$500

Participation:	Frequency	Incentive
Annual face to face progress meetings	one-time per year	\$250
Successful completion of the program	one-time	\$1000

Financial Literacy:	Frequency	Incentive
Financial Coaching/Classes	one-time per year	\$250
Improve credit score	one-time	varies
Open and maintain checking and savings	one-time	\$200
Increase savings goals by at least \$500	one-time	varies

Homeownership/Unsubsidized:	Frequency	Incentive
First Time Homeownership Class	one-time	\$250
Work with Homeownership Coordinator	one-time	\$250
Purchase Home	one-time	\$2500
Transition off of subsidy	one-time	\$1500

RHE will apply the escrow credits at the time of completion for the following completions:
Completion of training/certificate program;
Completion of GED
Completion of Associates, Bachelors, or Master's Degree;
Obtaining new employment

Escrow pay points is double the amount of the number of points for credit increase in 50 points intervals. 25-point increase = \$25, 50-point increase = \$50, 75-point increase = \$75.
Employment retention for 12 consecutive months;
Attend all required face to face progress meetings;
Participate in financial literacy classes; and/or
Purchase home or transition off of subsidy

RHE will apply escrow credits upon successful completion of the program for the following escrow pay points:

Successful completion of the FSS program;

Improve credit score;

Open and maintain a checking and savings account;

Increase personal savings by at least \$50;

Participate in homeownership preparation activities; and

Transition off of subsidy.

Escrow pay points maybe applied retroactively, with the exception of those escrow pay points that are only applied upon successful completion of the program. For example: if a participant earns an bachelors degree in June, but does not have an annual face to face progress report meeting and supply the supporting documentation of completion of the goal until later in the year, the escrow accrual pay point may still be applied to the account. However, the interest on the account will not be applied retroactively.

The following chart shows the escrow pay point and verification of supporting documentation needed in order to apply the escrow credit.

Category	Goal	Amount	Frequency	Supporting Documentation
Education/ Training	Completion of training/certificate/ certification program	\$300	One-time	Certificate, certification or transcript
Education/ Training	GED	\$400	One-time	Diploma or transcript
Education/ Training	Associates	\$500	One-time	Diploma or transcript
Education/ Training	Bachelors	\$800	One-time	Diploma or transcript
Education/ Training	Masters	\$1000	One-time	Diploma or transcript
Employment	Obtain New Employment	\$250	One-time	One or more of the following: --RHE Employment verification form. -Employer offer letter on company letter head
Employment	Employment Retention for 12 months	\$500	One-per year	One or more of the following: --RHE Employment verification form. -Employer offer letter on company letter head. -Self-employment tax forms
Participation	Completion of annual face to face progress meeting	\$250	One-time per year	RHE one-on-one meeting verification.
Participation	Successful completion of the FSS program	\$1000	One-time	Graduation Certificate
Financial Literacy	Participate in financial classes, coaching, and education	\$250	One-time per year	One or more of the following: -Certificate of completion -Coaching session verification

Category	Goal	Amount	Frequency	Supporting Documentation
Financial Literacy	Improve credit score	varies	One-time	Initial credit report and follow up credit report from the same 12 interval period and follow up 90 days before graduation
Financial Literacy	Open and maintain checking and savings accounts	\$200	One-time	Bank statements
Financial Literacy	Increase personal savings by \$500	varies	One-time	Bank statement
Homeownership/Unsubsidized	First time homeownership class	\$250	One-time	Certification of completion
Homeownership/Unsubsidized	Work with Homeownership Coordinator	\$250	One-time	Verification from Homeownership coordinator
Homeownership/Unsubsidized	Purchase Home	\$2500	One-time	Closing Disclosure Settlement statement
Homeownership/Unsubsidized	Transition off of subsidy	\$1500	One-time	\$0 HAP or EOP

Transition current participants/successfully completing program 2021

Participants successfully completing the FSS program in 2021 will remain on the current FSS program model and upon completion will receive escrow payout based on the calculations of the current model.

Transition current participants continuing in the FSS program after 2021 and beyond

Participants will transition to the new escrow schedule pay point model for the remainder of their contract.

Participants that accrued savings through December 2020, will remain in their accounts and upon successful completion of the program will be paid out in combination with the escrow savings accrual under the new model.

Participants that have not accrued through December 2020, will accrue a savings based on the new model for the remainder of their contract.

Transition New FSS participants

All new participants will accrue escrow through the new savings model.

All current participants will be required to sign an amendment to their current contract outlining how the new FSS escrow savings model



SECTION 2

Streamlined Annual PHA Plan (Small PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-SM is to be completed annually by **Small PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, HCV-Only PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.					
A.1	PHA Name: Rockville Housing Enterprises _____ PHA Code: MD007 _____ PHA Type: ☒ Small ☒ High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): 10/2023 _____ PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units 79 _____ Number of Housing Choice Vouchers (HCVs) 471 _____ Total Combined 550 _____ PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission				
	Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.				
	☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)				
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
					PH HCV
	Lead PHA:				

B.	Annual Plan Elements Submitted with 5-Year PHA Plans. Required elements for all PHAs completing this document in years in which the 5-Year Plan is also due. This section does not need to be completed for years when a PHA is not submitting its 5-Year Plan. See Section C for required elements in all other years (Years 1-4).
B.1	Revision of PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Five-Year PHA Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) The PHA must submit its Deconcentration Policy for Field Office Review. (c) If the PHA answered yes for any element, describe the revisions for each element below:
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☒ ☐ Hope VI or Choice Neighborhoods. ☐ ☐ Mixed Finance Modernization or Development. ☒ ☐ Demolition and/or Disposition. ☐ ☐ Conversion of Public Housing to Tenant Based Assistance. ☒ ☐ Conversion of Public Housing to Project-Based Assistance under RAD. ☒ ☐ Project Based Vouchers. ☒ ☐ Units with Approved Vacancies for Modernization. ☒ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan. Rockville Housing Enterprises is planning on converting all of the 76 David Scull units of public housing to Project Based Vouchers. This conversion will involve the disposition of the units to a non-profit RHE Affiliate and will occur utilizing a Section 18 or RAD, or RAD Blend. Project Basing voucher will assist RHE to maintain the availability of affordable units through the increased funds received. RHE has received a Radon remediation grant and has applied for a Safety and Security grant to fund additional security cameras on site. RHE reserves the right to put units off line for approved vacancy for modernization for unanticipated repairs such as fires. RHE Also plans to pursue acquisitions of properties that may come available in the City of Rockville through the Montgomery County's Right of First Refusal for the purposes of making and keeping units affordable.
B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. Progress Report – Previous Five Year Plan Goals • Continue to be a High Performer under SEMAP and Standard Performer under PHAS. – MTW Agency this goal is no longer applicable • Operate a successful Homeownership Voucher Program. • Operated a successful PH and HCV Family Self sufficiency program with 6 families graduating and reaching their goals. • RHE completed the refinance and rehabilitation of Fireside Park Apartments. • RHE will continue on the path to implementing the MTW program

C.	Annual Plan Elements Submitted All Other Years (Years 1-4). Required elements for all other fiscal years. This section does not need to be completed in years when a PHA is submitting its 5-Year PHA Plan.
C.1.	New Activities (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☒ Hope VI or Choice Neighborhoods. ☒ ☐ Mixed Finance Modernization or Development. ☒ ☐ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant-Based Assistance. ☒ ☐ Project Based Vouchers. ☒ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. Rockville Housing Enterprises is planning on converting all of the David Scull and 29 scattered site units of public housing to Project Based Vouchers. This conversion will involve the disposition of the unit to a non profit RHE Affiliate. RHE may purchase additional Moderately Priced Dwelling Units (MPDUs) or other real estate including but not limited to single family, multi-family or other HUD assisted units for the purpose of providing housing in order to help maintain the supply of affordable housing in the City of Rockville. RHE may make these purchases through a mixed finance structure or conventional financing. Refinance and Rehabilitation of the Fireside Park Apartments, adding one additional ACC unit for a total of 4 ACC units and 14 PBVs. ☒ If using Project-Based Vouchers, provide the projected number of project-based units, general locations, and describe how project-basing would be consistent with the PHA Plan. Rockville Housing Enterprises is planning on converting all of the David Scull and 29 scattered site units of public housing to Project Based Vouchers. This conversion will involve the disposition of the unit to a non profit RHE Affiliate. RHE is implementing the previous approved plan to implement 14 Project Based Units at Fireside Park Apartments. RHE will utilize 30 project based vouchers for the acquisition of Scarborough Square Apartments. The use of Project Based vouchers will allow RHE to continue to provide affordable housing through the ability to maintain the units through the increased funding realized from the conversion. RHE may submit a Choice Neighborhoods application for the David Scull Courts community RHE may pursue the acquisition of multifamily or single family dwellings for the purpose of increasing and or preserving the supply of affordable housing in the City of Rockville, MD including but not limited to the purchase of Scarborough Square apartments. ☒ The PHA must submit its De-concentration Policy for Field Office Review.
C.2	Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan <u>Form 50077-SM</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, including Item 5 must be submitted by the PHA as an electronic attachment to the PHA Plan. Item 5 requires certification on whether plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public.
D	Other Document or Certification Requirements for Annual Plan Submissions. Required in all submission years.
D.1	Civil Rights Certification. <u>Form 50077-SM-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.

D.2	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☐ ☒ If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
D.3	Certification by State or Local Officials. Form HUD 50077-SL , <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
E	Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
E.1	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. The most recent approved 50075.2 puts all capital funds into operations and was HUD approved 6/20/2022.

Instructions for Preparation of Form HUD-50075-SM Annual Plan for Small and High Performing PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full **PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan. PHAs must complete this section during years where the 5-Year Plan is also due. (24 CFR §903.12)

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(1\)](#) and 24 CFR §903.12(b). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(2\)\(ii\)](#) and 24 CFR §903.12(b).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. [24 CFR §903.7\(b\)](#) Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. [24 CFR §903.7\(b\)](#) A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. ([24 CFR §903.7\(b\)](#)) Describe the unit assignment policies for public housing. [24 CFR §903.7\(b\)](#)

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

RHE is funded through HUD received operating subsidy, capital fund, Voucher HAP funds and Voucher Administrative fees and tenant rents. RHE also receive CDBG competitive awards from the City of Rockville and management fee

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k) and 24 CFR §903.12(b)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: [Notice PIH 1999-51](#). (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI or Choice Neighborhoods. 1)** A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☒ **Mixed Finance Modernization or Development. 1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

RHE has submitted a mixed finance application for the AMP 2 MD007-000002 Fireside Park Apartment refinance. It will include the addition of 1 ACC unit for a total of 4 ACC units. The initial submission was completed fiscal year 2019.

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

RHE plans to initiate a disposition action through the voluntary conversion program for RHE's public housing units AMP 1 – David Scull courts which is 79 townhomes and 29 scattered sites.. See details below in the conversion section.

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

RHE will convert its public housing units at David Scull AMP 1 -MD007-00001 which includes 79 units at the David Scull site. The buildings will be converted in coordination with HUDs conversion efforts. All amounts of HAP assistance received will be used for rental assistance and administration of the converted affordable units estimated to be \$1.3 M annually. See attached unit listing.

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

RHE will continue to utilize the project-based voucher program, RHE has approximately 25 PBVs under contract in the City of Rockville and expects to add an additional 14 PBVs for persons residing at Fireside Park Apartments. RHE will add an additional 76 PBVs through the conversion of David Scull.

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

C. Annual Plan. PHAs must complete this section during years where the 5-Year Plan is not due. (24 CFR §903.12)

C.1 New Activities. If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI or Choice Neighborhoods.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

RHE plans to initiate a disposition action through the voluntary conversion program for RHE's public housing units AMP 1 – David Scull courts which is 79 townhomes.. See details below in the conversion section.

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to project-based assistance under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32](#)

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

RHE plans to initiate a disposition action through the voluntary conversion program for RHE's public housing units AMP 1 – David Scull courts which is 79 townhomes. See details below in the conversion section.

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

C.2 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing form HUD-50077 SM-HP.

No policies have been updated since the submission of the 5YR Plan.

D. Annual Plan. PHAs must complete this section in all years.

D.1 Civil Rights Certification. Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

D.2 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

D.3 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

E. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

E.1 Capital Improvements. In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan.

PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: “See HUD Form 50075.2 approved by HUD on 04/15/2020.”

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

APPENDIX

Rental Assistance Demonstration (RAD) Program Significant Amendment

Rockville Housing Enterprises Significant Amendment to its FY2024 MTW Plan for the Rental Assistance Demonstration (RAD) Program

The Rockville Housing Enterprises (RHE) is amending its FY2023 MTW and Annual Plan and adding to its FY2024 MTW and Annual Plan because it is planning to submit a RAD/Section 18 Blend application the HUD Rental Assistance Demonstration (RAD) program for the following public housing site:

David Scull Courts	76 PH-ACC units
Fireside Park	4 PH-ACC units

As a result, the Rockville Housing Enterprises will be converting the units at these properties to Project Based Vouchers under the guidelines of PIH Notice 2012-32, REV-3 Rental Assistance Demonstration (RAD) and any successor Notices. Upon conversion to Project Based Vouchers, the RHE will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.6 of PIH Notice 2012-32, REV-2. These resident rights, participation, waiting list and grievance procedures are appended to this Amendment as Attachment A. The Rockville Housing Enterprises will also conduct RAD activities subject to the RAD Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements specified in H 2016-17 PIH 2016-17 [HA] or its successor as applicable (https://www.hud.gov/sites/documents/16-17HSGN_16-17PIHN.PDF).

Relocation: There will be no relocation implemented for these RAD conversion. Additionally, the RHE certifies that it is currently compliant with all fair housing and civil rights requirements. The RHE certifies that the RAD conversions comply with all applicable site and neighborhood review standards and that all appropriate procedures regarding site and neighborhood standards have been followed.

The Rental Assistance Demonstration (RAD) Program was designed by HUD to assist in addressing the capital needs of public housing by providing the RHE with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted by the demonstration, and that the RHE also may borrow funds to address their capital needs. The RHE anticipates utilization of Capital Funds in an amount subject to results of pending RAD Physical Conditions Assessments for each site.

Capital Fund Financing Program Loan (CFFP): The RHE has no debt under the CFFP.

As a Moving to Work (MTW) agency, the RHE may use its MTW block grant funds to supplement contract rents for the RAD development. In that instance, no additional voucher funding will be provided by HUD. Regardless of any funding changes that may occur as a result of conversion under RAD, the RHE certifies that it will maintain its continued service level requirements.

Most residents will not have a rent increase as a result of RAD conversion. The RHE anticipates that it will phase-in the rent increases for any residents who have them, over a three (3) year period.

Below, please find specific information related to the Public Housing Development(s) selected for RAD:

	Name of Public Housing Development:	PIC Development ID:	Conversion Type (PBV or PBRA):	Transfer of Assistance:
1	David Scull Courts	MD007000001	PBV	NONE
	Total Units:	Pre-RAD Unit Type if different (i.e., Family, Senior, etc.):	Post RAD Unit Type if different (i.e., Family, Senior, etc.)	Capital Fund Allocation of Development:
	76	Family	Family	\$286,090
	Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why*
	One Bedroom	8	8	N/A
	Two Bedroom	14	14	N/A
	Three Bedroom	40	40	N/A
	Four Bedroom	14	14	N/A

	Name of Public Housing Development:	PIC Development ID:	Conversion Type (PBV or PBRA):	Transfer of Assistance:
2	Fireside Park Apartments	MD007000002	PBV	TBD
	Total Units:	Pre-RAD Unit Type if different (i.e., Family, Senior, etc.)	Post RAD Unit Type if different (i.e., Family, Senior, etc.)	Capital Fund Allocation of Development:
	236 total 4- PH ACC	family	family	0
	Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
	Studio/Efficiency			0
	One Bedroom	4	4	0
	Two Bedroom			0
	Three Bedroom			0
	Four Bedroom			0
	It is anticipated the 4 ACC units will be removed through de minimus reduction.			

Special Provisions Affecting Conversions to Project-Based Vouchers (PBVs)

Excerpt from Notice 2012-32, REV-2:

C. PBV Resident Rights and Participation.

1. No Re-screening of Tenants upon Conversion. Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement.

2. Right to Return. See section 1.4.A.4(b) regarding a resident's right to return.

3. Renewal of Lease. Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR § 983.257(b)(3) have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists. MTW agencies may not alter this requirement.

4. Phase-in of Tenant Rent Increases. If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion. The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section "standard TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1, as illustrated below.

Three Year Phase-in:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the standard TTP

Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP

Year 3: Year 3 AR and all subsequent recertifications – Full standard TTP Five Year Phase in:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the standard TTP

Year 2: Year 2 AR and any IR prior to Year 3 AR – 40% of difference between most recently paid TTP and the standard TTP

Year 3: Year 3 AR and any IR prior to Year 4 AR – 60% of difference between most recently paid TTP and the standard TTP

Year 4: Year 4 AR and any IR prior to Year 5 AR – 80% of difference between most recently paid TTP and the standard TTP

Year 5: Year 5 AR and all subsequent recertifications – Full standard TTP

Please Note: In either the three year phase-in or the five-year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies may not alter this requirement.

5. Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency

Service Coordinator (ROSS-SC) programs. Public Housing residents that are current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any remaining PH FSS funds, to serve those FSS participants who live in units converted by RAD. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the FY15 Appropriations Act), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD. However, PHAs should note that there are certain FSS requirements (e.g. escrow calculation and escrow forfeitures) that apply differently

depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100. Further, upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents.

6. Resident Participation and Funding. In accordance with Attachment 1B, residents of Covered Projects with converted PBV assistance will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

7. Resident Procedural Rights. The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

i. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- a. A reasonable period of time, but not to exceed 30 days:
 - i. If the health or safety of other tenants, PHA employees, or persons] residing in the immediate vicinity of the premises is threatened; or
 - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
- b. 14 days in the case of nonpayment of rent; and
- c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

ii. **Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act. For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),²⁶ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
inform any additional hearings required under RAD, the Project Owner will perform the hearing.
- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

d. The Project Owner provides opportunity for an informal hearing before an eviction. Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

8. Earned Income Disregard (EID). Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time. Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion e.g., due to loss of employment; tenants that move into the property following conversion, etc.,) is covered by this waiver.

9. Jobs Plus. Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant re-location and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.

10. When Total Tenant Payment Exceeds Gross Rent. Under normal PBV rules, the PHA may only select an occupied unit to be included under the PBV HAP contract if the unit's occupants are eligible for housing assistance payments (24 CFR §983.53(d)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent)) (24 CFR §983.258). Since the rent limitation under this Section of the Notice may often result in a family's TTP equaling or exceeding the gross rent for the unit, for current residents (i.e residents living in the public housing property prior to conversion), HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP contract when TTP equals or exceeds than the Gross Rent. Further, HUD is establishing the alternative requirement that the rent to owner for the unit equal the family's TTP until such time that the family is eligible for a housing assistance payment. HUD is waiving as necessary to implement this alternative provision, the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR 983.301 as modified by Section 1.6.B.5 of this Notice.²⁷ In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Assistance may subsequently be reinstated if the tenant becomes eligible for assistance. The PHA is required to process these individuals through the Form- 50058 submodule in PIC.

Following conversion, 24 CFR §983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property; and, if the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating" units have been permitted, Section 1.6.B.10 of this Notice.

11. Under-Occupied Unit. If a family is in an under-occupied unit under 24 CFR 983.259 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family

living in the under occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR 983.259 is waived. MTW agencies may not modify this requirement.

D. PBV: Other Miscellaneous Provisions

- 1. Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs must agree to any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
- 2. Additional Monitoring Requirement.** The PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.
- 3. Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** This section has been moved to 1.4.A.13 and 1.4.A.14.
- 4. Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
 - i. Transferring an existing site-based waiting list to a new site-based waiting list. If the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list.
 - ii. Informing applicants on the site-based waiting list on how to apply for a PBV program-wide or HCV program-wide waiting list.
 - iii. Informing applicants on a public housing community-wide waiting list on how to apply for a voucher-wide, PBV program-wide, or site-based waiting list. If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's public housing community-wide waiting list who wish to be placed onto the newly-established site-based waiting list must be done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. To implement this provision, HUD is specifying alternative requirements

for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the converted project in accordance with 24 CFR §983.251(c).

5. Mandatory Insurance Coverage. The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.

6. Agreement Waiver. This section has been moved to 1.6.(B)(7).

7. Future Refinancing. Project Owners must receive HUD approval for any refinancing or restructuring of permanent debt during the HAP contract term, to ensure the financing is consistent with long-term preservation. (Current lenders and investors are also likely to require review and approval of refinancing of the primary permanent debt.)

8. Administrative Fees for Public Housing Conversions during Transition Period.

For the remainder of the Calendar Year in which the HAP Contract is effective (i.e. "transition period"), RAD PBV projects will be funded with public housing funds. For example, if the project's assistance converts effective July 1, 2015, the public housing Annual Contributions Contract (ACC) between the PHA and HUD will be amended to reflect the number of units under HAP contract, but will be for zero dollars, and the RAD PBV contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time. For fiscal years 2014 and 2015, PHAs operating HCV program received administrative fees for units under a HAP contract, consistent with recent appropriation act references to "section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Responsibility Act of 1998" and 24 CFR § 982.152(b). During the transition period mentioned in the preceding paragraph, these provisions are waived, and PHAs will not receive section 8 ongoing administrative fees for PBVRAD units. After this transition period, the section 8 ACC will be amended to include section 8 funding that corresponds to the units covered by the section 8 ACC. At that time, the regular section 8 administrative fee funding provisions will apply.

9. Choice-Mobility. One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance. If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD. The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan. To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) and 24 CFR part 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

10. Reserve for Replacement. The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital

items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account covered under a General Depository Agreement (HUD-51999) or similar instrument, as approved by HUD, where funds will be held by the Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines and as directed by HUD.

SECTION 2

CAPITAL FUND GRANT FIVE YEAR PLAN

HUD FORM 50075.2 FYs 2022 - 2026

Capital Fund Program - Five-Year Action Plan

Status: Approved Approval Date: 06/14/2022 Approved By: JENKINS, CHRISTINE

Part I: Summary						
PHA Name : Rockville Housing Enterprises		Locality (City/County & State)				
PHA Number: MD007		☒ Original 5-Year Plan ☐ Revised 5-Year Plan (Revision No:)				
A.	Development Number and Name	Work Statement for Year 1 2022	Work Statement for Year 2 2023	Work Statement for Year 3 2024	Work Statement for Year 4 2025	Work Statement for Year 5 2026
	AUTHORITY-WIDE	\$1,511,275.00				

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2022				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$1,511,275.00
ID0005	2023 PHA Wide Operations(MTW (1492))	The Capital fund will be used for MTW Operations as is allowed for small PHAs such as maintenance supplies, site utilities, and other eligible operational expenses.		\$302,255.00
ID0006	2024 PHA Wide Operations(MTW (1492))	The Capital fund will be used for MTW Operations as is allowed for small PHAs such as maintenance supplies, site utilities, and other eligible operational expenses.		\$302,255.00
ID0010	2025 PHA Wide Operations(MTW (1492))	The Capital fund will be used for MTW Operations as is allowed for small PHAs such as maintenance supplies, site utilities, and other eligible operational expenses.		\$302,255.00
ID0011	2026 PHA Wide Operations(MTW (1492))	The Capital fund will be used for MTW Operations as is allowed for small PHAs such as maintenance supplies, site utilities, and other eligible operational expenses.		\$302,255.00
ID0004	2022 PHA Wide Operations(MTW (1492))	The Capital fund will be used for MTW Operations as is allowed for small PHAs such as maintenance supplies, site utilities, and other eligible operational expenses.		\$302,255.00
	Subtotal of Estimated Cost			\$1,511,275.00

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
02/28/2022

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 1 2023	
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
2023 PHA Wide Operations(MTW (1492))	\$286,090.00
2024 PHA Wide Operations(MTW (1492))	\$286,090.00
2025 PHA Wide Operations(MTW (1492))	\$286,090.00
2026 PHA Wide Operations(MTW (1492))	\$286,090.00
2022 PHA Wide Operations(MTW (1492))	\$286,090.00
Subtotal of Estimated Cost	\$1,430,450.00

SECTION 2

CAPITAL FUND GRANT ANNUAL PLAN

HUD FORM 50075.1 FY2023

Part I: Summary					
PHA Name: Rockville Housing Enterprises		Grant Type and Number Capital Fund Program Grant No. MD39P00750123 Replacement Housing Factor Grant No. Date of CFFP:		FFY of Grant: FY2024 FFY of Grant Approval:FY 2024	
Type of Grant					
☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision No:)					
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvement				
4	1410 Administration				
5	1480 General Capital Activity				
6	1492 MovingToWorkDemonstration	\$286,090			
7	1501 Collater Exp / Debt Srvc				
8	1503 RAD-CFP				
9	1504 Rad Investment Activity				
10	1505 RAD-CPT				
11	1509 Preparing for, Preventing and Responding to Coronavirus (1509)				

(1) To be completed for the Performance and Evaluation Report
(2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
(4) RHF funds shall be include here

Part I: Summary					
PHA Name: Rockville Housing Enterprises		Grant Type and Number Capital Fund Program Grant No. MD39P00750123 Replacement Housing Factor Grant No. Date of CFFP:		FFY of Grant: FY2024 FFY of Grant Approval: FY2024	
Type of Grant ☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision No: ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
12	9000 Debt Reserves				
13	9001 Bond Debt Obligation				
14	9002 Loan Debt Obligation				
15	RESERVED				
16	RESERVED				
17	RESERVED				
18a	RESERVED				
18ba	RESERVED				
19	RESERVED				
20	RESERVED				
21	Amount of Annual Grant: (sum of lines 2-20)	\$286,090.00			

(1) To be completed for the Performance and Evaluation Report
(2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
(4) RHF funds shall be include here

Part I: Summary					
PHA Name: Rockville Housing Enterprises		Grant Type and Number Capital Fund Program Grant No. MD39P00750123 Replacement Housing Factor Grant No. Date of CFFP:		FFY of Grant: FY2024 FFY of Grant Approval: FY2024	
Type of Grant ☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision No:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 Activities				
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Signature of Executive Director /S/ MRC374	Date 06/16/2023	Signature of Public Housing Director	Date

(1) To be completed for the Performance and Evaluation Report
(2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
(4) RHF funds shall be include here

Part II: Supporting Pages								
PHA Name: Rockville Housing Enterprises		Grant Type and Number Capital Fund Program Grant No. MD39P00750123 Replacement Housing Factor Grant No. CFFP(Yes/No):				Federal FFY of Grant: FY 2024		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost ⁽²⁾		Status of Work
				Original	Revised ⁽¹⁾	Funds Obligated	Funds Expended	
Not associated with any specific development	2022 PHA Wide Operations (MTW (1492)) Description : The Capital fund will be used for MTW Operations as is allowed for small PHAs such as maintenance supplies, site utilities, and other eligible operational expenses.	1492		\$286,090.00				
	Total:			\$286,090.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Rockville Housing Enterprises					Federal FFY of Grant: FY2024
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ⁽¹⁾
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

(1) Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S, Housing Act of 1937, as amended.

SECTION 2

CAPITAL FUND GRANT ANNUAL PLAN

HUD FORM 50075.1 FY2023

Part I: Summary					
PHA Name: Rockville Housing Enterprises		Grant Type and Number Capital Fund Program Grant No. MD39P00750123 Replacement Housing Factor Grant No. Date of CFFP:		FFY of Grant: FY2024 FFY of Grant Approval:FY 2024	
Type of Grant					
☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision No:)					
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvement				
4	1410 Administration				
5	1480 General Capital Activity				
6	1492 MovingToWorkDemonstration	\$286,090.00			
7	1501 Collater Exp / Debt Srvc				
8	1503 RAD-CFP				
9	1504 Rad Investment Activity				
10	1505 RAD-CPT				
11	1509 Preparing for, Preventing and Responding to Coronavirus (1509)				

(1) To be completed for the Performance and Evaluation Report
(2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
(4) RHF funds shall be include here

Part I: Summary					
PHA Name: Rockville Housing Enterprises		Grant Type and Number Capital Fund Program Grant No. MD39P00750123 Replacement Housing Factor Grant No. Date of CFFP:		FFY of Grant: FY2024 FFY of Grant Approval: FY2024	
Type of Grant ☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision No:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
12	9000 Debt Reserves				
13	9001 Bond Debt Obligation				
14	9002 Loan Debt Obligation				
15	RESERVED				
16	RESERVED				
17	RESERVED				
18a	RESERVED				
18ba	RESERVED				
19	RESERVED				
20	RESERVED				
21	Amount of Annual Grant: (sum of lines 2-20)	\$286,090.00			

(1) To be completed for the Performance and Evaluation Report
(2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
(4) RHF funds shall be include here

Part I: Summary					
PHA Name: Rockville Housing Enterprises		Grant Type and Number Capital Fund Program Grant No. MD39P00750123 Replacement Housing Factor Grant No. Date of CFFP:		FFY of Grant: FY2024 FFY of Grant Approval: FY2024	
Type of Grant ☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision No:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
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24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Signature of Executive Director /S/ MRC374	Date 06/16/2023	Signature of Public Housing Director	Date

(1) To be completed for the Performance and Evaluation Report
(2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
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Part II: Supporting Pages								
PHA Name: Rockville Housing Enterprises		Grant Type and Number Capital Fund Program Grant No. MD39P00750123 Replacement Housing Factor Grant No. CFFP(Yes/No):				Federal FFY of Grant: FY 2024		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost ⁽²⁾		Status of Work
				Original	Revised ⁽¹⁾	Funds Obligated	Funds Expended	
Not associated with any specific development	2023 PHA Wide Operations (MTW (1492)) Description : The Capital fund will be used for MTW Operations as is allowed for small PHAs such as maintenance supplies, site utilities, and other eligible operational expenses.	1492		\$286,09000				
	Total:			\$286,090.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Rockville Housing Enterprises					Federal FFY of Grant: FY2024
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ⁽¹⁾
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

(1) Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S, Housing Act of 1937, as amended.

MTW 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 MTW Supplement to the Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chairperson or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the MTW Supplement to the Annual PHA Plan for the MTW PHA Fiscal Year beginning (10/01/2022), hereinafter referred to as "the MTW Supplement", 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 MTW Supplement and implementation thereof:

- (1) The PHA made the proposed MTW Supplement and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the MTW Supplement and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board(s) or tenant associations, as applicable) before approval of the MTW Supplement by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the annual MTW Supplement.
- (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 MTW Supplement in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) all regulations implementing these authorities; and other applicable Federal, State, and local civil rights laws.
- (5) The MTW Supplement 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 MTW Supplement contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the MTW PHA's jurisdiction and a description of the manner in which the MTW Supplement is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing, which means that it will: (i) take meaningful actions to further the goals identified by the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150-5.180 and 903.15; (ii) take no action that is materially inconsistent with its obligation to affirmatively further fair housing; and (iii) address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3) and 903.15(d). Note: Until the PHA is required to submit an AFH, and that AFH has been accepted by HUD, the PHA must follow the certification requirements of 24 CFR 903.7(o) in effect prior to August 17, 2015. Under these requirements, the PHA will be considered in compliance with the certification requirements of 24 CFR 903.7(o)(1)-(3) and 903.15(d) if it: (i) examines its programs or proposed programs; (ii) identifies any impediments to fair housing choice within those programs; (iii) addresses those impediments in a reasonable fashion in view of the resources available; (iv) works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and (v) maintains records reflecting these analyses and actions.
- (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 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and 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 135.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (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.
- (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 200.333-200.337 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 200.
- (21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of housing quality standards as required in PIH Notice 2011-45, or successor notice, for any local, non-traditional program units. The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982, for any Housing Choice Voucher units under administration.
- (22) The MTW PHA will undertake only activities and programs covered by the Moving to Work Operations Notice in a manner consistent with its MTW Supplement and will utilize covered grant funds only for activities that are approvable under the Moving to Work Operations Notice and included in its MTW Supplement. MTW Waivers activities being implemented by the agency must fall within the safe harbors outlined in Appendix I of the Moving to Work Operations Notice and/or HUD approved Agency-Specific or Safe Harbor Waivers.
- (23) All attachments to the MTW Supplement have been and will continue to be available at all times and all locations that the MTW Supplement is available for public inspection. All required supporting documents have been made available for public inspection along with the MTW Supplement 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 MTW Supplement and will continue to be made available at least at the primary business office of the MTW PHA.

Rockville Housing Enterprises

MTW PHA NAME

MD007

MTW PHA NUMBER/HA CODE

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

Dr. James Hedrick Ph.D.

NAME OF AUTHORIZED OFFICIAL

Chairman

TITLE

James Hedrick

SIGNATURE

10/26/2022

DATE

* *Must be signed by either the Chairperson 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 Chairperson or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

Civil Rights Certification (Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 3/31/2024

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning 10-01-2022 in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

Rockville Housing Enterprises

PHA Name

MD007

PHA Number/HA Code

I hereby certify that all the statement above, 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 Executive Director:

Jessica Anderson

Name of Board Chairperson:

James Hedrick, PhD

Signature Jessica Anderson Date 10-31-2022

Signature James Hedrick Date 10-31-2022

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Katie Gerbes, the Comprehensive Planning Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Rockville Housing Enterprises

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

Rockville, MD

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

RHE's Annual plan provides for the plan to increase the supply of affordable housing units in the City of Rockville, as well as preserve existing affordable housing in the City of Rockville, MD. Affordable housing is a key component of the Rockville 2040 Comprehensive Plan, Rockville's guiding document for growth and planning (consolidated plan). The Rockville 2040 plan has an entire section dedicated to housing, within which are 3 goals, 6 policies and 27 specific actions tied to RHE and its work on affordable housing. The Plan specifically calls out RHE's efforts at Fireside Park and David Scull Courts, two projects noted in RHE's Annual Plan.

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

Katie Gerbes, AICP

Signature

Katherine Gerbes

Title

Comprehensive Planning Manager

Date

November 3, 2022

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. This includes the time for collecting, reviewing, and reporting data. 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.

Applicant Name

Rockville Housing Enterprises

Program/Activity Receiving Federal Grant Funding

Public Housing, Housing Choice Voucher

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

Jessica Anderson

Title

Executive Director

Signature

Jessica Anderson

Date (mm/dd/yyyy)

10-31-2022

DISCLOSURE OF LOBBYING ACTIVITIES

OMB Control Number: 4040-0013

Expiration Date: 2/28/2025

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Review Public Burden Disclosure Statement

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity:
☒ Prime ☐ SubAwardee
 * Name
 * Street 1 Street 2
 * City State Zip
 Congressional District, if known:

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

6. * Federal Department/Agency: U.S. Department of Housing and Urban Dev	7. * Federal Program Name/Description: Public Housing, Housing Choice Voucher CFDA Number, if applicable:

8. Federal Action Number, if known: 	9. Award Amount, if known: \$

10. a. Name and Address of Lobbying Registrant:
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

b. Individual Performing Services (including address if different from No. 10a)
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

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 the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and 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:**
***Name:** Prefix * First Name Middle Name
 * Last Name Suffix

Title: **Telephone No.:** **Date:**

Federal Use Only:

STANDARD FORM LLL (REV. 7/1997)
Authorized for Local Reproduction

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Rockville Housing Enterprises

Program/Activity Receiving Federal Grant Funding

Public Housing, Housing Choice Voucher Program

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1300 Piccard Dr.
Rockville, MD 20850

1201 First St.
Rockville, MD 20850

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

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

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Jessica Anderson

Title

Executive Director

Signature

X *Jessica Anderson*

Date

10-31-2022

Rockville Housing Enterprises

Significant Amendment Statement

Section 9.1 (b) Annual Plan

“(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”

RHE will consider the addition or deletion of any of the programs or actions noted in section 7.0 above a significant amendment or substantial deviation/modification.

A “significant amendment” and “substantial deviation/modification” from the PHA Plan will NOT include changes implemented to comply with new HUD Regulations or PIH Notices for the administration of the Housing Choice Voucher Program or Public Housing Program.

Changes to the Capital Fund expenditure line items will NOT be considered a “significant amendment” and “substantial deviation/modification” from the PHA Five Year or Annual Plan if the expenditure item is an emergency repair or replacement item or if the expenditure line item is noted in Physical Conditions Assessment as work item to be completed.

In addition, based on the Final Capital Fund rule, a proposed demolition, disposition, homeownership, RAD conversion, Capital Fund Financing, development, or mixed finance proposal is considered by HUD to be a significant amendment to the CFP 5-year Action Plan.

Additionally, RHE applies the following definition of Substantial Deviation to exclude the following items:

1. The decision to convert to either Project Based Rental Assistance or Project-Based Voucher assistance;
2. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
3. Changes to the construction and rehabilitation plan for each approved RAD conversion, and
4. Changes to the financing structure for each approved RAD conversion.

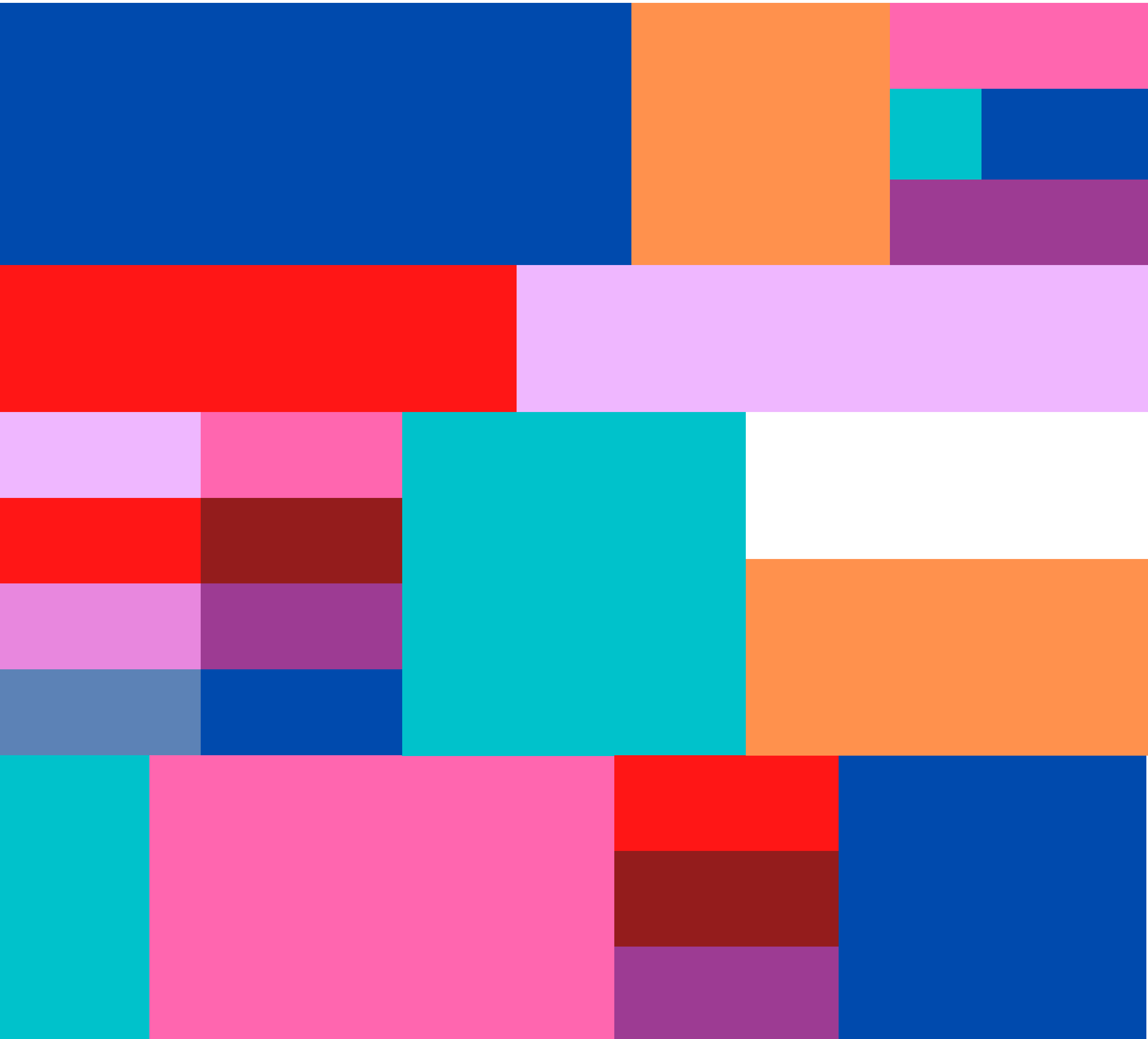
SECTION 3

ROCKVILLE HOUSING ENTERPRISES

ADMINISTRATIVE PLAN

Housing Choice Voucher Program

DRAFT FY24



ROCKVILLE HOUSING ENTERPRISES

ADMINISTRATIVE PLAN

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ROCKVILLE HOUSING ENTERPRISES

ADMINISTRATIVE PLAN

INTRODUCTION

The Housing Choice Voucher Program (HCV) was enacted as part of the Housing and Community Development Act of 1974, which recodifies the U.S. Housing Act of 1937. The Act as amended and its requirements, as they apply to the Housing Choice Voucher and Moderate Rehabilitation Programs, are described in and implemented through this Administrative Plan (hereafter referred to as the Plan). The Plan establishes local written policies for administration of the program in accordance with the United States Department of Housing and Urban Development (HUD) requirements and consistent with local objectives on matters for which the Public Housing Authority (PHA) has discretion.

Rockville Housing Enterprises (RHE) has full responsibility for the satisfactory completion of all contractual obligations to HUD and for complying with HUD regulations pertaining to these programs and with any changes to those regulations implemented after the adoption of this Plan. If such changes conflict with the Plan, HUD regulations will have precedence. HUD regulations are spelled out in the Code of Federal Regulations (CFR). The portions of federal regulations relevant to the Housing Choice Voucher Program are found in volume 24 of the CFR. The bulk of the relevant regulations are found at 24 CFR Part 5 and 24 CFR 982. Citations to relevant sections of the CFR are included throughout this Plan. The administrative burden for implementation and compliance with the federal regulations rests with RHE.

The Plan covers both admission and continued participation policies for the HCV Program. Changes to the Plan will be approved by the RHE Board of Commissioners and a copy of the changes will be made available to HUD.

MOVING TO WORK (MTW) DEMONSTRATION PROGRAM

Moving to Work (MTW) is a United States Department of Housing and Urban Development (HUD) sponsored demonstration program for public housing authorities (PHAs) that provides them the opportunity to design and test innovative, locally designed strategies that use federal dollars more efficiently, help residents and participants find employment and become self-sufficient, and increase housing choices for low-income families. MTW gives PHAs exemptions from many existing public housing and voucher rules (Sections 8 and 9 of the Housing Act of 1937, as amended, 42 U.S.C. § 1437 et seq) and more flexibility with how they use their federal funds. MTW PHAs are expected to use the opportunities presented by MTW to inform HUD about ways to better address local community needs.

RHE' PARTICIPATION IN THE MTW DEMONSTRATION PROGRAM

RHE became an MTW agency in January 2021 and will remain an MTW agency until 2041. With this designation, RHE is able to modify its policies and procedures to achieve the objectives of the MTW program. Through “waivers” or activities, RHE has made internal and

external programmatic changes to both its Public Housing and Housing Choice Voucher Programs. The Plan reflects these changes as they are proposed and approved by HUD. Approved and pending MTW activities are included in the appropriate chapter with the Plan.

AGENCY BACKGROUND

RHE, formerly the Housing Authority of the city of Rockville, was founded in 1956 to provide public and assisted housing to the citizens of Rockville, Maryland, a city located in the suburbs of Washington, DC. The agency is governed by a five-member Board of Commissioners appointed by the Mayor and City Council of Rockville. The Board of Commissioners is made up of a diverse group of community leaders that meet monthly to establish and oversee all RHE policies and activities, including selection of the Executive Director, who monitors all day-to-day agency functions, including fiscal, property management, and programmatic activities.

RHE MISSION AND GOALS

RHE' mission is to be an effective and innovative public agency dedicated to enhancing opportunities for self-sufficiency, quality, and affordable housing for the citizens of the city of Rockville.

Specific goals related to the mission include:

- (1) To be an outstanding landlord.
- (2) To assist residents in the move to self-sufficiency.
- (3) To continue to be an effective affordable housing provider

CHAPTER 1: RHE HOUSING PROGRAMS

1.1. RHE HOUSING PROGRAMS

1.1.a. RHE Housing Choice Voucher Program

Rockville Housing Enterprises currently operates a Housing Choice Voucher Program funded by HUD. The program began in 1992 when RHE and HUD entered into an Annual Contributions Contract for the administration of Housing Assistance Payments (HAP) to assist low-income families. Successful operation of the program since that time has resulted in subsequent funding from HUD through allocation by a fair share formula or by awarding of funds through a competitive process resulting in funds supporting payments to assist many additional families.

RHE' mission for the housing voucher program is to provide rent subsidies and affordable housing choices to qualified families while simultaneously providing customer friendly service to applicants, participating families, landlords, and the community at large. The purpose of this program is to enable families of very low and extremely low incomes to seek decent housing of

their choice in the private market, and to receive the rental assistance necessary to obtain that housing. The HCV program provides Housing Assistance Payments (the difference between what an eligible family can afford to pay for housing and the amount required to obtain decent housing throughout the city of Rockville) as determined in accordance with schedules and criteria established by HUD.

RHE owns 80 units of public housing and administers approximately 471 housing vouchers including 50 Mainstream vouchers, which provide housing assistance to households whose head, spouse, or sole member is a person with disabilities.

In addition, RHE administers assistance for the Moderate Rehabilitation Single Room Occupancy (SRO) program as well as the Project-Based Voucher Program.

1.1.b. Other RHE Grants and Programs

RHE receives funding from HUD for an HCV Family Self-Sufficiency program.

Family Self-Sufficiency (FSS) Program. RHE has received funding to offer a Family Self-Sufficiency program to HCV participants. The program focuses on assisting families to become economically independent within five years of program enrollment. Services include basic education courses, job training, childcare, and counseling. The FSS Coordinator for the HCV program recruits families, maintains records of families who participate in the program, coordinates program activities (including reconciliation of FSS escrow accounts), and refers clients to services available in the community.

1.2. FAIR HOUSING GOALS

RHE complies fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment (24 CFR 982.54). Except as otherwise provided in 24 CFR Part 8, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because of RHE's facilities being inaccessible to or unusable by persons with disabilities. RHE's offices are accessible to persons with physical disabilities and telephone access for the hearing impaired is available through a TTY telephone number.

It is the policy of RHE to ensure that all persons with disabilities are provided reasonable accommodation, so that they may fully access and utilize the housing program and its related services. Before approving a reasonable accommodation request, RHE must determine that the requested modification will not create a financial or administrative burden for the agency and must receive verification from an appropriate professional that the specific accommodation requested is necessary for the person with disabilities to fully participate in the HCV program.

RHE will endeavor to employ bilingual staff or to foster relationships with organizations that can provide translation services to families in which English is not their first language. These services are to be made available at the request of the applicant.

In the selection and leasing process, RHE provides all applicants with written materials on federal, state, and local laws and a copy of the housing discrimination complaint form to be used as an available recourse if they believe they are victims of discrimination.

RHE publishes and disseminates information about the availability and nature of housing assistance and advises service providers of housing eligibility guidelines, so they can make appropriate referrals.

Owners of accessible units and units in neighborhoods with the lowest poverty and racial concentrations are encouraged to make units available to voucher holders to expand housing opportunities for assisted families. RHE will make additional efforts to help disabled persons find satisfactory housing upon request.

Families who have been issued vouchers are responsible for finding units and negotiating lease agreements with private market owners. RHE provides program training and assistance to eligible families for obtaining units. It should be noted that the legislative intent of this program is to place the responsibility for obtaining a home on the individual family, thereby (1) reducing the dependency of families on local housing authorities and (2) providing families with greater freedom of choice as to type, size, and location of their homes. Therefore, RHE assistance focuses on encouraging families' self-sufficiency and independence.

In no event may any family participating in any of the programs described herein simultaneously receive the benefit of more than one of the following: housing voucher assistance, Section 811rent supplements, Section 236 Rental Assistance Payments, tenant-based assistance under the HOME Program, Public or Indian housing assistance, any local or state rent subsidy, or other duplicate subsidy as determined by HUD. 24 CFR982.352

This Plan is organized as follows:

- (1) Introduction & RHE Housing Programs
- (2) Program Objectives
- (3) Eligibility for Assistance
- (4) Annual and Adjusted Income Verification
- (5) Application, Waiting List Management, and Tenant Selection
- (6) Voucher Issuance
- (7) Leasing and Portability
- (8) Ongoing Occupancy Functions
- (9) Special Programs
- (10) Appendices

1.3. FILE RETENTION POLICY

RHE will keep tenant file information for three years after the date of the end of program participation. After the three-year period, the tenant file will be discarded and shredded.

RHE will keep the initial certification and the last three years of tenant certifications (both

annual and interim) in the tenant file. All tenant transactions that are older than three years not including the initial certification will be shredded.

CHAPTER 2. PROGRAM OBJECTIVES

2.1. PURPOSE OF THE TENANT-BASED PROGRAMS

24 CFR 982.1, 24 CFR 982.353

According to HUD, the purpose of the HCV program is to provide rent subsidies, so eligible families can afford decent, safe, and sanitary housing. The family may rent a unit anywhere in the United States in the jurisdiction of a PHA that administers an HCV program. The HCV program is designed to promote freedom of housing choice and spatial deconcentration of very low-income families of all races and ethnic backgrounds.

2.1.a. Unit Allocation

The allocation of housing voucher units is tailored to meet the needs of the people of the corporate limits of the city of Rockville, Maryland and is consistent with the Consolidated Plan of the Department of Housing and Community Affairs for Montgomery County, Maryland, and the city of Rockville, which is prepared annually in conjunction with the Community Development Block Grant applications.

2.1.b. Program Monitoring and Data Collection

The housing voucher staff has the responsibility to monitor:

- (1) The availability of funding to ensure the maximum use of funds.
- (2) The expiration and turnover of vouchers to ensure the maximum use.
- (3) The timeliness of the annual recertification process.
- (4) The management of the waiting list and the selection of families to receive assistance in accordance with the policies in this Plan.
- (5) To conduct quality control reviews.

Quality control reviews of a sample of files or records are drawn in an unbiased manner to determine that files and records conform to program requirements.

As specified by HUD's Section 8 Management Assessment Program (SEMAP) requirements, RHE performs supervisory quality control reviews through sampling of waiting list selections, rent reasonableness, adjusted income determinations, enforcement of the Housing Quality Standards (HQS) requirements, and the conduct of annual HQS inspections. (See SEMAP certification Form HUD 52648 in the Appendix).

2.1.c. Expanding Housing Opportunities

It is a goal of the federal HCV program that housing assistance should be used to help low-

income families move to areas without concentrations of poverty or minority populations. RHE supports and encourages this goal.

RHE encourages owners to list available units and maintains a link on the RHE website of potential unit availability. RHE provides maps to families looking for housing identifying the locations of job opportunities, schools, transportation, and other services. RHE briefing packets include information on available units and willing owners, an explanation of portability, and a list of portability contacts at neighboring housing authorities.

2.2. HOUSING CHOICE VOUCHER PROGRAM RESPONSIBILITIES

2.2.a. RHE Responsibilities 24 CFR 982.153

RHE must comply with the consolidated Annual Contributions Contract (ACC), the application, HUD regulations and other requirements, and with RHE' Administrative Plan. In administering the program, RHE must:

- (1)** Publish and disseminate information about the availability and nature of housing assistance under the program.
- (2)** Communicate the status of program availability to other service providers in the community and advise them of eligibility factors and guidelines so that they can make proper referrals to the program for their clients.
- (3)** Explain the program to owners by holding individual and group briefings for owners who participate in or who are seeking information about the housing voucher program. The owner briefing is intended to:
 - (a)** Explain how the program works.
 - (b)** Explain how the program benefits owners.
 - (c)** Explain owners' responsibilities under the program. Emphasis is placed on quality screening.
- (4)** Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration.
- (5)** Affirmatively further fair housing goals and comply with equal opportunity requirements.
- (6)** Make efforts to help people with disabilities find satisfactory housing.
- (7)** Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide

housing information to families selected.

- (8) Determine who can live in the assisted unit at admission and during the family's participation in the program.
- (9) Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5.
- (10) Review the family's request for approval of the unit and tenancy.
- (11) Inspect the unit before the assisted occupancy begins, unless otherwise instructed by the regulations, and at least biennially during the assisted tenancy.
- (12) Determine the amount of the housing assistance payment for a family.
- (13) Determine the maximum rent to the owner and whether the rent is reasonable.
- (14) Make timely housing assistance payments (HAP) to an owner in accordance with the HAP contract.
- (15) Examine family income, size, and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information.
- (16) Establish an up-to-date utility allowance schedule and adjust RHE' utility allowance as needed. RHE reviews utility rate data obtained within the last 12 months and adjusts its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.
- (17) Administer and enforce the HAP contract with an owner, including taking appropriate action, as determined by RHE, if the owner defaults (e.g., HQS violation).
- (18) Determine whether to terminate assistance to a participant family for violation of family obligations.
- (19) Conduct informal reviews of certain RHE decisions concerning applicants for participation in the program.
- (20) Conduct informal hearings on certain RHE decisions concerning participant families.
- (21) Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

(22) Administer a Family Self-Sufficiency (FSS) program.

HUD Funding Shortages

Section 4.b. (5) of the HAP contract states:

“The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.”

In the event of a HUD HAP funding shortage, and RHE does not have a source of non-federal funds to make HAP payments, RHE will suspend housing assistance payments for program participants in an amount equal to the funding shortage. Housing assistance payments for program participants whose HAP were suspended will be reinstated upon renewal of adequate HAP funding.

Upon funding renewal, RHE will reinstate program participants’ HAP Payments.

2.2.b. Family Obligations

24 CFR 982.551

When the family signs the housing voucher it agrees that it will:

- (1) Supply any information that RHE or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (See 24 CFR Part 5). "Information" includes any requested certification, release, or other documentation.
- (2) Supply any information requested by RHE or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- (3) Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- (4) Provide only information that is true and complete.
- (5) Be responsible for any HQS breach caused by the family or its guests as described in 24 CFR 982.404 (b).
- (6) Allow RHE to inspect the unit at reasonable times and after two days (48 hours) notice unless there has been a 24-hour inspection violation noted.
- (7) Not commit any serious or repeated violation of the lease.
- (8) Notify RHE and the owner before the family moves out of the unit or terminates the lease on notice to the owner 24 CFR 982.354 (d).

- (9)** Notify RHE if any family member no longer resides in the unit.
- (10)** Promptly give RHE a copy of any owner eviction notice it receives.
- (11)** Use the assisted unit for residence by the family. The unit must be the family's only residence. The family must notify RHE of any change in family composition and request RHE and owner approval to add a new occupant. A live-in aide may be added to the family composition if there is verification of need from a health care professional. A foster child/foster adult may reside in the unit with court verification of custody.
- (12)** Not sublease or sublet the unit.
- (13)** Not assign the lease or transfer the unit.
- (14)** Engage in legal profit-making activities in the unit, only if such activities are incidental to residency by the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
- (15)** Supply any information or certification requested by RHE to verify that the family is living in the unit or relating to family absence from the unit, including any RHE-requested information or certification on the purposes of family absences. The family must cooperate with RHE for this purpose.
- (16)** The family must promptly notify RHE of any absence from the unit. Absence means that no member of the family is residing in the unit. The family may only be absent from the unit for up to 30 days and must request permission from RHE for absences exceeding 30 days. RHE will make a determination within five business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program. Authorized absences may include, but are not limited to:
 - (a)** Prolonged hospitalization.
 - (b)** Absences beyond the control of the family (i.e., death in the family, other family member illness).
 - (c)** Other absences that are deemed necessary by RHE.
- (17)** Not own or have any interest in the unit except for cooperative housing or manufactured homes.
- (18)** Not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

- (19) Not engage in drug related criminal activity or violent criminal activity.
- (20) Not abuse alcohol in any way that threatens the health, safety, or right to peaceful enjoyment of other residents or persons residing in the immediate vicinity of the premises.
- (21) Not receive HCV tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as defined by HUD) federal, state or local housing assistance program.

2.2.c. Owner Responsibilities

24 CFR 982.307 and 982.452

The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease including:

- (1) Perform all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit and deciding if the family is suitable for tenancy of the unit.
- (2) Maintain the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- (3) Comply with equal opportunity requirements.
- (4) Prepare and furnish to RHE information required under the HAP contract.
- (5) Be responsible for collecting from the family any security deposit, the tenant portion of the rent, and any charges for unit damage by the family.
- (6) Enforce tenant obligations under the lease.
- (7) Pay for utilities and services, unless paid by the family under the lease.
- (8) Be responsible for provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person. 24 CFR 100.203

CHAPTER 3. ELIGIBILITY FOR ASSISTANCE

3.1. ELIGIBILITY FACTORS FOR HOUSING VOUCHER ASSISTANCE 24 CFR 982.201

There are five eligibility requirements for admission to the HCV program. The applicant must: (1) qualify as a family; (2) have an income within the income limits; (3) meet citizenship/eligible immigration criteria; (4) provide documentation of Social Security numbers; and (5) sign consent authorization documents. In addition to the eligibility criteria, families must also meet RHE screening criteria, including criminal background checks of all adults to be admitted to the voucher program.

3.1.a. Family Status

The applicant must qualify as a family.

3.1.a.i. Family

A family, includes but is not limited to:

- (1) Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are related by blood, marriage, operation of the law, or have a history as a family unit.
- (2) A family with or without children (including children temporarily absent from the home due to placement in foster care).
- (3) An elderly family, a near-elderly family, a disabled family, a single person, or a pregnant woman.
- (4) The remaining member of a tenant family.
- (5) The head of household must be the adult member of the household who is designated by the family as the head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under the state and local laws of the city of Rockville, Maryland.
- (6) Children subject to a joint custody agreement will be allowed to be claimed as a dependent only by the household where the child spends 50% or more of his or her time. Verification of the address where the child resides the majority of the time may be through home address reported on school records or other documentation that is deemed conclusive by RHE.
- (7) Unborn children and children whose custody is being obtained through the foster care process or who are temporarily absent due to temporary foster care placement are considered family members for purposes of determining

bedroom size, but are not considered family members for determining income limits.

3.1.a.ii. Family Documentation

The family must provide the following documentation as part of the eligibility process:

- (1) All adult members (18 years & older) must provide a valid government-issued ID.
- (2) All adult members (18 years & older) must complete the HUD Debts Owed form.
- (3) Certification of birth.
- (4) Social security card.
- (5) Veterans may provide a copy of their DD-214, which will be used for verification of birth and social security number.
- (6) If you have a valid REAL ID, a Maryland driver's license with a star on the top right, this may be used for verification of your date of birth.
- (7) A declaration of citizenship form must be completed for each family member.
- (8) All other documents and items noted in the admission or recertification packet or otherwise requested by RHE staff.

3.1.a.iii. Live-In Aide

A family may include a live-in aide.

A live-in aide is a person who lives with an elderly person or a person with disabilities when RHE has verified that a live-in aide is essential to the care and well-being of the elderly or disabled family member.

A live-in aide must be a person who:

- (1) Would not be living in the unit except to provide the necessary supportive services.
- (2) Is not obligated for the financial support of the elderly or disabled family member.

Only 1 bedroom will be allocated for a live-in aide. No more than 2 persons may reside in the bedroom allocated to the live-in aide bedroom. RHE may request income verification documentation from the live-in-aide to validate the availability of the live-in -aid to perform the live-in-aide function.

RHE will conduct a criminal background check on any person proposed to be a live-in aide and may refuse to approve or withdraw approval of a specific live-in aide who:

- (1) Has committed drug-related criminal or violent criminal activity.
- (2) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- (3) Owes rent or other amounts to RHE or to another PHA in connection with the HCV or public housing programs.
- (4) Is found to be living in another federally subsidized unit.

3.1.b. Income Limits

3.1.b.i. Extremely Low-Income Limit

Generally, a family must be a very low-income family to be eligible for HCV assistance. Seventy-five percent of all new program participants must have a gross income of no more than 50% of the Area Median Income (AMI), including in any port-in vouchers that are absorbed.

3.1.b.ii. Continuously Assisted

A low-income family may be eligible for HCV assistance if the family has been continuously assisted under the 1937 Housing Act. A family is continuously assisted if the family is already a receiving family under any 1937 Housing Act program when the family is admitted to the HCV program. Any interruption between assistance under one of these programs and admission to the HCV program will be considered to break the continuity of assistance under the 1937 Housing Act.

3.1.b.iii. Other Eligible Low-Income Families

A low-income family may be eligible for assistance if the family is:

- (1) A non-purchasing household residing in a HOPE 1 or HOPE 2 project.
- (2) A non-purchasing household residing in a HUD assisted multifamily project subject to a resident home ownership program under 24 CFR 982.201.
- (3) A non-purchasing household displaced as a result of the prepayment of a

mortgage or voluntary termination of a mortgage insurance contract.

- (4) A family residing in a HUD-owned multifamily project when HUD sells, forecloses, or demolishes the project.

3.1.c. Social Security Numbers (SSN)
24 CFR 5.216

Verification of Social Security numbers must be provided for all family members. PIH Notice 2016-05 modifies the regulation as it applies to program applicants (as differentiated from program participants). The change creates a 90-day period during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years. An extension of one additional 90-day period must be granted if RHE determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside of the control of the applicant.

For example, an applicant may be able to demonstrate a timely submission of a request for a SSN, in which case processing time would be the cause of the delay. If the applicant family does not produce the required documentation within the authorized time period, RHE must impose appropriate penalties, in accordance with 24 CFR 5.218 or the most recent applicable HUD PIH Notice.

In terms of offering a grace period and an extension, if merited, a PHA will implement this provision just as it currently implements the provision for program participants. Specifically, an applicant family with a child under the age of 6 years may become a participant family, even if the SSN for the child has not been verified at the time of admission. If the SSN has still not been verified at the end of the initial 90-day period, then the PHA must determine whether a 90-day extension is merited. If it is not merited, then the PHA must follow the provisions of 24 CFR 5.218. If a 90-day extension is merited, then the PHA must either verify the SSN for the child by the end of the 90-day extension period or follow the provisions of 24 CFR 5.218.

3.1.d. Citizenship/Eligibility Status
24 CFR Part 5, Subpart E

To receive assistance, a family member must be a U.S. citizen or eligible immigrant. Assistance is prohibited to non-immigrant students and their families.

All household members must sign a declaration claiming status as a U.S. citizen, an eligible non-citizen, or stating a preference not to claim eligibility. Declarations for children must be signed by parents or guardians.

U.S. citizens must provide verification of citizenship, which may be a U.S. birth certificate, a U.S. passport, or a certificate of naturalization.

Non-citizens who are 62 years of age or older and claim to have eligible immigration status must

provide a signed declaration of eligible immigration status and proof of age.

Other non-citizens claiming eligible immigration status must provide documentation of their immigration status. Staff will verify the immigration status of every non-citizen claiming eligibility through the U.S. Citizenship and Immigration Services (USCIS).

Mixed families with eligible and ineligible members will be eligible to receive prorated assistance.

RHE will inform all applicants at the time an application is submitted that housing assistance is available only to US citizens and eligible immigrants and provide information on the types of evidence that will be required.

For all denials of voucher assistance on the basis of ineligible immigration status, the informal review provisions apply. 24 CFR 5.514

3.1.e Criminal Background 24 CFR 982.307

Applicants with a history of drug-related or violent criminal activity may not be eligible for assistance. RHE conducts a criminal background check on all adult household members including live-in aides and individuals added to a household after initial occupancy and may deny admission based on the factors described under the Denial of Assistance in Chapter 5.

The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, RHE may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. RHE may also consider any statements made by witnesses, the applicant, or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

3.2. ELIGIBILITY OF STUDENTS

The eligibility of students not living with their parents or guardians may be determined based on the income of the student's parents. (See Chapter 4, paragraph 4.1.h.)

3.3. ELIGIBILITY OF NEW HOUSEHOLD MEMBERS (Initial and Continued Occupancy)

RHE will approve a child added to a household through birth, foster care custody or court-awarded custody. Any request to add an adult household member that will increase the voucher size will only be considered for the additions of elderly parents or grandparents. For all other requests to add adult household members will be considered if the request does not over crowd

the unit and does not require an increase the voucher size. This must be requested as a reasonable accommodation. The new family member must be determined eligible on the basis of RHE's standard screening procedures. Any new member receiving assistance must be a citizen or eligible immigrant, provide a social security card and, if an adult, sign consent forms and provide other required information.

Before approving any new adult household member, RHE will conduct a criminal background check, verify the individual's citizenship or immigration status, and income. Additionally, RHE will run the HUD debts owed report, the HUD existing tenant report, and the HUD multiple subsidy report for all new household members added. The individual will be required to provide documentation of his or her social security number and sign the release of information documents required to complete the verification process. In addition, the family must document the owner's agreement to the household addition.

RHE reserves the right to deny any additions of former adult household members back to the household.

CHAPTER 4: ANNUAL AND ADJUSTED INCOME AND VERIFICATION

4.1 ANNUAL INCOME

24 CFR 5.609

RHE has implemented PIH Notice 2016-05 Streamlining Administrative Regulation for Programs Administered by Public Housing Agencies.

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

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member.
- (2) Are based on, at the time of admission, reexamination, or recertification:

(a) Current Year Income

Actual income being received (projected forward for a 12-month period).

(b) Prior Year Income

Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe including prior year tax returns.

(c) Other Income

In determining the income for any family based on the prior year's income, with respect to prior year calculations of income, RHE may make other adjustments as it considers appropriate to reflect current income.

(d) Safe Harbor

RHE may, to the extent such information is available to RHE, determine the family's income prior to the application of any deductions based on timely income determinations made for purposes of other means-tested Federal public assistance programs (including the program for block grants to States for temporary assistance for needy families under part A of title IV of the Social Security Act, a program for Medicaid assistance under a State plan approved under title XIX of the Social Security Act, and the supplemental nutrition assistance program (as such term is defined in section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012)).

- (3) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

4.1.a. Annual Income Includes

The term “Income” means, with respect to a family, income received from all sources by each member of the household who is 18 years of age or older or is the head of household or spouse of the head of the household, plus unearned income by or on behalf of each dependent who is less than 18 years of age.

Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- (2) The net income from operation of a business or profession:
 - (a) Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income.
 - (b) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation.
 - (c) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- (3) Interest, dividends, and other net income of any kind from real or personal property:
 - (a) Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. This includes, but is not limited to savings accounts, CD’s, 401k, IRA’s, ROTH, and any other retirement assets.
 - (b) Where the family has net family assets in excess of \$50,000, annual income includes the greater of the actual income derived from all net family Assets, or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.*
- (4) The full amount of periodic payments received from Social Security, annuities,

insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment, *except as described under “Annual Income Excludes” below.*

- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay, *except as described under “Annual Income Excludes” below.*
- (6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- (7) Payment of a welfare allowance or grant, including any imputed welfare income.
- (8) All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family members or whose dependents are residing in the unit, *except as described under “Annual Income Excludes” below.*
- (9) Any student financial assistance in excess of amounts received for tuition, except assistance received by persons at least 24 years of age who have dependent children or assistance received by a student living in an assisted household with a parent or guardian. (See Chapter 4, paragraph 4.1.h.)

RHE MTW Activity 16 – Income Inclusion for Lump Sum and Sporadic Income

Fiscal Year Introduced: 2023

Fiscal Year Approved by HUD: Pending

- (10) All sporadic and lump sum income including donations, the cash value of in-kind contributions, including insurance settlements above the amount needed to pay related medical or repair bills, inheritances, capital gains, and settlements for personal or property loss, **except** for lump sum income related to back payments of social security or military benefits and federal and state income tax return monies received. This activity applies to newly admitted and currently assisted workable and non-workable families.

4.1.b. Annual Income Excludes

Annual income excludes the following:

- (1) Income from employment of children (including foster children) under the age of 18 years.
- (2) Payments received for the care of foster children or foster adults.

- (3) Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.
- (4) Income of a live-in aide. Income of the live-in aide will not be reviewed for the purposes of income. However, RHE may request income documentation of the live-in aide to determine whether the work hours conflict with the hours needed to care for the family member.
- (5) The full amount of student financial assistance paid directly to the student or to the educational institution.
- (6) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- (7) Amounts received under training programs funded by HUD.
- (8) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- (9) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.
- (10) A resident service stipend. This is a modest amount, not to exceed \$200 per month, received by a resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.
- (11) Incremental earnings and benefits from participation in qualifying state or local employment training programs and training of a family member as resident management staff when the training program includes clearly defined goals. Payments may be excluded only while the family member participates in the training program.
- (12) 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.

RHE MTW Activity 6 – Modify Income Exclusion for Full Time Students

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

- (13) Income spent directly on educational expenses for household members (both

head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.). This activity applies to newly admitted and currently assisted workable families.

- (14)** Earnings in excess of \$480 for each full-time student 18 years old or older who is in an educational program beyond high school.
- (15)** Adoption assistance payments in excess of \$480 per adopted child.
- (16)** Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum.
- (17)** 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.
- (18)** 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.
- (19)** 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. These exclusions include:
 - (a)** Food Stamp allotment.
 - (b)** Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, and senior companions).
 - (c)** The first \$2,000 in payments per year received under the Alaska Native Claims Settlement Act.
 - (d)** Income derived from certain sub marginal land of the United States which is held in trust for certain Indian tribes.
 - (e)** Payments or allowances made under Department of Health and Human Services' Low-Income Energy Assistance Program.
 - (f)** Payments received under programs funded in whole or in part under the Job Training Partnership Act.
 - (g)** Income derived from the disposition of funds of the Grant River Band

of Ottawa Indians.

- (h) The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission, the Grant of Claims, or from funds held in trust for an Indian tribe by the Secretary of Interior and up to \$2,000 per year of income received by individual Indians from trusts or restricted lands held by the Secretary of Interior for the benefit of individual Indians. (Exclusions apply on a per person basis)
- (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 programs.
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1965.
- (k) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other Agent Orange settlement fund.
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980.
- (m) The value of any childcare provided or reimbursed under the Child Care and Development Block Grant Act of 1990.
- (n) Earned income tax credit refund payments.
- (o) The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs.
- (p) Payments for living expenses under the AmeriCorps Program.

4.1.c. Historical Amounts

If RHE is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, RHE may average past actual income received or earned within the 12 months before the certification date to calculate annual income.

RHE may also ask the family to provide documentation of current income. If the family can provide acceptable documentation dated within the 60-day period preceding the certification request date, RHE may use this documentation to determine annual income. RHE may reject any income documentation based on reasons described by HUD.

4.1.d. Averaging Income

All income earned and unearned should be annualized. If income cannot be anticipated, RHE staff will average the known sources of income, or annualize the current income and conduct an interim exam if income changes.

For 10-month employees. RHE will annualize the income based on the actual 10 months worked. Therefore, families will not be able to request an interim re-examination for the two months not worked as the 10-month annualization takes the two non-working months into account. If it cannot be determined through documentation that an employee is a 10-month employee, then RHE will annualize the income based on 12 months.

4.1.e. Minimum Income

There is no minimum income requirement. Families who verify their income at zero may be served but must report any income in the month it begins (See Chapter 8.1.a, MTW Activity 1 - Alternative Recertification Schedule For Households)

4.1.f. Income of Absent Family Member

The income of the family member who is temporarily absent is included in the annual income for the household.

Any member of the household who is absent more than 120 consecutive days may no longer be considered a member of the household and may need to be removed from the household. Except in cases where the HUD regulations allow for an exception. Such cases could be for military deployment, students away at school, or a reasonable accommodation.

A family member who is absent due to hospitalization or other confinement for medical reasons may continue as a member of the household for up to 180 days if verification of the medical need for confinement is received from a medical professional.

4.1.g. Income of Dependent

Although the earned income of minors is not included in annual income and benefits, other non-earned income is included.

4.1.h. Restrictions on Assistance to Students
24 CFR 5.612**4.1.h.i. Student's Income**

The income of a student's parents shall be considered in determining the eligibility of any individual who:

- (1) Is enrolled as a student at an institution of higher education.
- (2) Is under 24 years of age.

Unless the individual is:

- (1) A veteran of the United States military.
- (2) Is married.
- (3) Has a dependent child.

4.1.h.ii. Independent Students

Students who qualify as independent students may be considered eligible without evidence of their parents' income if the student's parents or guardian provides a certification of the amount of financial support provided to the student even if the amount is zero.

An independent student is one who:

- (1) Is of legal contract age under state law.
- (2) Has established a separate residence for at least one year.
- (3) Has not been claimed as a dependent by a parent or guardian.
- (4) Is a graduate or professional student or an orphan or ward of the court that has not been claimed as a dependent by a parent or guardian.

4.1.h.iii. Student Eligibility at Initial Certification

RHE will review the eligibility of students at initial certification and at each recertification. If any student in a leased household is not eligible, RHE must terminate assistance for the household. If such a household includes both eligible and ineligible students, RHE will re-issue a voucher to the eligible members of the household who may remain in their current unit if the ineligible student moves out or moves to a new unit.

4.1.i. Student Financial Assistance

4.1.i.i. Student Financial Assistance Not Counted

Student financial assistance is not counted as income when it is received by students who are:

- (1) Living with their parents in an assisted household.

- (2) At least 24 years of age and have one or more dependents.

4.1.i.ii. Student Financial Assistance in Excess

For all other students, student financial assistance in excess of amounts received for tuition are included in annual income.

4.1.j. Reductions in Welfare Assistance
24 CFR 5.615

Neither annual income nor rent is adjusted to reflect a loss of welfare payments when the welfare reduction is the result of fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work requirement.

The term “imputed welfare income” is used for the amount of lost welfare income that is included in annual income. “Imputed welfare income” is equal to the amount of the welfare reduction less any new income acquired by the family since the welfare reduction. When the new income equals the welfare reduction, imputed welfare income is reduced to zero.

RHE will obtain written verification from the welfare agency that a family’s benefit reduction was due to fraud or noncompliance before refusing to reduce the family’s rent.

This provision does not apply if welfare benefits are reduced due to a lifetime limit on the receipt of benefits or a situation in which the family has complied with welfare requirements but cannot find employment.

The provision does not apply to a family that was not a HCV participant at the time of the welfare sanction.

RHE is not responsible for determining whether a deduction of welfare benefits by the welfare agency was correctly determined by the welfare agency.

4.1.k. Earned Income Disregard

RHE MTW Activity 3 – Eliminate Earned Income Disregard

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

Earned Income Disregard is eliminated. This activity applies to newly admitted and currently assisted disabled families.

4.2. INCOME FROM ASSETS
27 CFR 5.603 and 5.60

Income received from assets of \$50,000 or more, held by household members is included in

annual income.

4.2.a. Limitation On Assets

A dwelling unit may not be rented and assistance may not be provided, at admissions or recertification:

- (1) To any family whose net family assets exceed \$100,000, as such amount is adjusted annually by applying an inflationary factor as HUD considers appropriate; or
- (2) To any family who has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, real property that is suitable for occupancy by the family as a residence, except for a manufactured home in which the family is receiving assistance, any person that is a victim of domestic violence; or any family that is offering such property for sale.

4.2.b. Assets Include:

- (1) Amounts in savings and checking accounts.
- (2) Stocks, bonds, money market funds, and other investment accounts.
- (3) Equity in real property or other capital investments.
- (4) Cash value of trusts available to the family.
- (5) 401K, IRA, ROTH, CD, and all other retirement savings accounts.
- (6) Lump sum payments including inheritances, lottery winnings, capital gains, and insurance settlements.
- (7) Personal property held as investments, such as collections.
- (8) Cash value of life insurance policies.
- (9) Assets disposed for less than fair market value but more than \$2,000 during the two years preceding the eligibility certification for the program.
- (10) Account balances in non-traditional banks, that are in electronic financial platforms, are considered assets. This includes, but is not limited to: PayPal, Venmo, Zelle, CashApp, BitCoin, group pool accounts aka Sou Sou, or any other financial platform that holds or transfers money.

4.2.c. Assets Exclude:

- (1) Necessary personal property such as furniture and automobiles.
- (2) Interest in Indian trust lands.
- (3) Assets that are part of an active business or farming operation.
- (4) Assets not accessible by the family, such as a trust.
- (5) Handicapped-equipped vehicles.
- (6) Equity in cooperatives or manufactured homes occupied by the family.
- (7) The value of a home currently being purchased through the HCV Homeownership program. This exclusion is limited to the first ten years after the purchase date of the home.

4.2.d Net Family Assets

The net cash value of all assets after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment for all household members. This does not include interests in Indian trust land, equity in a manufactured home in which the family is receiving assistance, equity accounts in HUD homeownership programs, or Family Self Sufficiency accounts.

Such term does not include:

- (1) The value of personal property, except for items of personal property of significant value, as HUD may establish or RHE may determine.
- (2) The value of any retirement account.
- (3) Real property for which the family does not have the effective legal authority necessary to sell such property.
- (4) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a member of the family and arising out of law, that resulted in a member of the family being disabled.
- (5) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code.
- (6) Such other exclusions as HUD may establish.

4.2.e. Assets Disposed of for Less than Fair Market Value

In determining net family assets, RHE shall include the value of any family assets disposed of by an applicant or tenant for less than fair market value that is in excess of the consideration received, therefore. Such amounts shall be counted as assets for two years following the date of disposition. These amounts will be counted only when the total value of assets disposed of exceeds \$,2000.

Assets disposed of as the result of a separation or divorce settlement, foreclosure, or bankruptcy will not be considered to be disposed of for less than fair market value.

4.2.f. Trusts

A trust over which members of the household have no control and to which they have no access will not be considered an asset. Any income distributed from the trust to a member of the household shall be counted when determining annual income. Any income distributed from the trust fund shall be considered income and will be used in calculating the family's annual income, except in the case of medical expenses for a minor.

4.2.g. No Current Real Property Ownership

RHE may determine that a household family does not have any current ownership interest in any real property, at admissions or recertification, based on a certification from the family.

4.2.h. Verifying Assets

In verifying assets, RHE will implement PIH Notice 2016-05.

Under this provision, RHE must obtain third-party verification of all family assets upon admitting a family to the HCV or public housing program and then again at least every three years thereafter. Only the current asset statement showing the current asset amount value is needed for verification. Additional verifications may be requested if deemed necessary.

During the intervening reexaminations, RHE has the discretion under this provision to accept a family's declaration that it has total net assets equal to or less than \$50,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then RHE does not need to request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to \$50,000. The total amount of the expected income from assets will be the family's "final asset income," and must be entered in field 6j of Form HUD-50058. RHE is required by HUD to record all assets no matter the value.

RHE may obtain a family's declaration of assets under \$50,000 at the family's next interim or

reexamination.

RHE is required to have all family members 18 years of age and older or who will be 18 as of the effective date of the recertification sign the family's declaration of total assets. RHE will require families to submit a declaration of assets along with the consent forms that are required pursuant to 24 CFR 5.230. A family that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729).

Whenever a family member is added, RHE must obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, RHE must obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold. If the addition of that family member's assets does not put the family above the \$5,000 asset threshold, then RHE is not required to obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every three years.

RHE MTW Activity 2 – Self-Certification of Assets

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The asset self-certification threshold is \$50,000. This activity applies to both newly admitted and currently assisted workable and non-workable families.

4.3. ADJUSTED INCOME

24 CFR 5.611

Adjusted income is annual income after deducting the following allowances.

- (1) Dependent Allowance.** \$480 for each dependent. This allowance will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.
- (2) Elderly Household Allowance.** \$400 for an elderly family or disabled family. Effective January 1, 2024, this allowance will increase to \$525, and will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.
- (3) Allowance for Medical Expenses.** An allowance for medical expenses is given to any family in which the head, spouse or co-head is elderly (62 years or older) or disabled. The amount, if any, by which 10 percent of annual family income is exceeded by the sum of any unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, if

determined necessary by RHE to enable any member of such family to be employed.

The date of the medical expense verification must be within 12 months of the recertification appointment letter. Medical expenses cannot exceed the income of the person claiming the expense.

- (4) Allowance for Childcare Expenses.** An allowance for the care of children less than 13 years of age is given to enable a family member to work, search for work, or go to school. The allowance cannot exceed the amount earned by the member able to work because childcare was available. An allowance is not given for any childcare cost that is reimbursed by anyone outside the family (for example, Purchase of Care or Working Parents' Assistance Programs).

The following documentation will be accepted as validation of payment of childcare expenses:

- (a)** Proof of payment includes, but is not limited to copies of cashed checks, money order receipts, copies of e-payment validation via Cash App, PayPal, and Zelle. A detailed electronic transaction receipt of payments from the childcare provider that includes the date(s) of service, amount paid, and name of the child for which the service is provided.
 - (b)** Four current consecutive cancelled checks to the childcare provider.
 - (c)** Documentation of the duration of the childcare in a 12-month period must be provided to determine how often childcare is provided.
 - (d)** Cash payments will not be counted. RHE may choose not to accept payment verification that appears to be fraudulent or that cannot be validated with proof of payment.
- (5) Allowance for Disability Assistance.** An allowance is deducted to cover an expense exceeding 10% of annual income for a care attendant or any "auxiliary apparatus" for a disabled family member if:
- (a)** The expense enables an adult family member to work (including the disabled family member).
 - (b)** The allowance does not exceed the amount earned by the member or members who are enabled to work by the expense.
 - (c)** If a household is eligible to receive an allowance for medical expense and disability assistance, 10% of income is deducted first from the

total medical expenses. If 10% of income is greater than the total medical expenses, the remainder of the 10% is deducted from disability assistance expenses.

4.4. VERIFICATION PROCEDURES

RHE must verify all factors affecting a household's eligibility, preference, and rent payment. If there are any income discrepancies, between income verification documents received, then RHE will use the highest income calculation to determine the household members' income.

RHE requires each family to provide authorization, by the family, for RHE to obtain financial records, from any financial institution, whenever RHE determines the record is needed to determine eligibility.

The authorization provided by a family to obtain third-party verification shall remain effective until the earliest of:

- (1) A final adverse decision on the family's application for eligibility for benefits;
- (2) The cessation of the family's eligibility for benefits; or
- (3) The express revocation by the family of the authorization, in a written notification to HUD.

An authorization obtained by RHE shall be considered to meet the requirements of the Right to Financial Privacy Act and need not be furnished to the financial institution.

- (1) The certification requirements of the Right to Financial Privacy Act shall not apply to requests by RHE.
- (2) A request by RHE is deemed to meet the requirements of section 1104(a)(3) of the Right to Financial Privacy Act and the flush language of section 1102 of the Right to Financial Privacy Act.
- (3) RHE shall inform any person who provides authorization of the duration and scope of the authorization.

If a family refuses to provide, or revokes, any authorization made by the family for RHE to obtain any financial record from any financial institution, RHE may, on that basis, determine that the family is ineligible for housing.

In accordance with PIH Notice 2016-05, RHE will implement streamlined annual re-examinations for fixed sources of income which allows RHE to verify fixed sources of income every three years.

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

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

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

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

The provision is not available for program applicants. In the initial year in which a streamlined income determination is made, the COLA must be applied to a source of income that has been verified previously.

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

For the second income determination involving a family member whose income was adjusted previously using a streamlined income determination, the adjustment would be made to the previously determined income amount (i.e., in year two, the COLA is applied to the year one income amount, as previously adjusted by a COLA). **For any family member whose income is determined pursuant to a streamlined income determination, third-party verification of all income amounts for all family members must be performed at least every three years.**

This means that, for the third income determination involving a family member whose income had been adjusted twice using a streamlined income determination, the PHA would need to

obtain third-party verification of *all* income amounts. This also means that if a family member with a fixed-income source is added to the family during year two, for example, then the PHA must obtain third-party verification of all income amounts for that family member at the next reexamination if the PHA wishes to have all family members with fixed incomes on the same schedule with respect to streamlined reexaminations.

4.4.a. EIV, IVT, and Third-Party Verification

Wherever possible, RHE must obtain verification from third-party sources. For current program participants, verification of employment income or Social Security or unemployment benefits must include data from HUD's Enterprise Income Verification (EIV) system. Through its EIV system, HUD provides employment data reported to state wage information agencies and information on amounts paid as Social Security or unemployment benefits.

In addition to EIV data, RHE requires verification directly from the source of income, from those who received payment for deductible expenses and from institutions or professionals who have information relevant to a family's eligibility or rent.

HUD requires RHE to utilize the Income Validation Tool (IVT) to validate unreported income. RHE must investigate income reporting on the IVT report that was not reported to RHE by program participant household members. HUD does not allow RHE to provide forgiveness to program participants who did not report income. If the household member disputes the income shown on the IVT report, the household must provide documentation that the income shown on the IVT is incorrect. If the household member does not provide the requested documentation within the given time frame requested, (a maximum of 14 calendar days), RHE will count the income reported on the IVT, which may result in program participation termination for unreported income or a repayment agreement being offered for the unreported income. Repayment agreement may be offered for amounts of \$2,400 or more. Families that default on the repayment agreement for unreported income will be terminated. Income for family members no longer in the household but that were in the household during the time of the unreported income, the head of household will be responsible for paying back any amounts due and may be subject to program termination.

Third-party verification may include:

- (1)** Written third-party verification mailed directly from the third-party to RHE:
 - (a)** Note: Documents provided must not be altered or redacted in any way, including but not limited to pay stubs, bank statements, and/or expense verifications. Altered or redacted documents provided will not be accepted, and the family will be considered non-compliant. Redacted documents, for any type of verification, will not be accepted.
 - (b)** Bank statements may be used to validate income received but not reported.

- (c) Bank statements may be used to validate the existence of other bank accounts/assets that were not reported.
 - (d) Paystubs may be used to validate the existence of a bank account/asset that was not reported.
- (2) Original or authentic document generated by a third-party source that is brought in by the program participant or applicant.
 - (3) Oral verification, generally by telephone, when RHE staff is able to determine that the person providing information is the person who should be providing the required verification.
 - (4) Electronic verification sent directly to RHE by fax or obtained from the internet.

Third-party verification can be hand carried by the family. Telephone calls to obtain third-party oral verification must be originated by RHE staff. Staff must document an oral verification in writing in the file, including the date of the conversation, the name and position of the person providing the information, and the information provided.

On any occasion that RHE is unable to obtain third-party verification, staff must document the participant file to explain why.

4.4.b. Review of Documents

PIH Notice 2012-15 defines third-party verification as an original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or PHA' request date and that such documentation may be in the possession of the tenant or applicant. RHE, at its discretion, may reject any tenant- provided documents and follow up directly with the source to obtain necessary verification of information.

If the participant cannot provide third-party verification, and RHE cannot obtain third-party verification directly from the source, RHE may utilize participant self-certification. RHE must document the efforts taken to obtain third-party verification.

4.4.c. Tenant Self-Certification

RHE may accept a family's self-certification of relevant facts only when no other verification attempts have been successful *unless fraud is suspected*. A self-certification does not need to be notarized, but it must be signed and dated by the family member making the certification.

Households claiming zero income, and households that claim non earned income contributions from an outside party will be considered a zero-income household and must complete a zero-income questionnaire/checklist. RHE will not accept incomplete zero-income questionnaire/checklist that do not clearly demonstrate how life expenses are paid. Incomplete

zero-income questionnaire/checklists will result in the household being considered non-compliant with the recertification and may result in termination.

4.4.d. Timing of Verification

Verifications used must be no more than 60 days old from the date of the recertification letter, receipt of interim packet, or the date of voucher issuance. Verifications will be maintained in the tenant file.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, RHE will determine which information is the most accurate and implement interim rent changes if required.

The table in Appendix C outlines factors that must be verified and common methods that can be used for verification.

4.4.e. Verifying a Departing Household Member

Families reporting that a member has left the household must provide verification of that departure. The landlord must also be notified of the pending household member's removal. Families must provide documentation of where the departing family member now lives. Examples of acceptable documents include an executed lease in the member's name, a new driver's license with a new address, or a current utility bill with a new address. Self-certification cannot be used to verify a household member's departure unless approved by an RHE authorized representative.

Consideration may be provided for families that are unable to provide documentation of the departing family member's new residence. The Head of Household must provide a reasonable explanation of explaining why they are unable to provide documentation of the new residence or location of the departing household member along with document efforts to obtain the location of the departing family member. If RHE deems the explanation not to be reasonable, RHE may choose not to allow the removal of the household member until sufficient documentation can be provided.

The family must remove the departing member from the lease agreement and provide RHE with a copy of the new lease before the family member can be removed. Families that are found to report a departing household member that is later determined by RHE to be in the household will be subject to the penalties associated with fraudulent reporting, which may include termination from the program, repayment of any HAP overpayments made due to the fraudulent statement, fines up to \$10,000, imprisonment of up to 5 years, and any other state or local government penalties that may apply.

4.4.f. Verification of Deductions

In order for a program participant to receive credit for allowable deductions, proof of payment of the deduction must be provided within the specified time frame. The cost must be directly incurred by the program participant, and it may not be covered by a third party including but not limited to insurance, childcare, medication or other subsidies, educational loans, scholarships, or grants. Deductions may not exceed the household income.

This includes, but is not limited to the following deductions:

- (1) Child Care expenses
- (2) Medical expenses
- (3) Education expenses
- (4) Disability

Proof of payment may include a copy of a cashed check, a money order receipt, bank, or other electronic funds transfer documentation, or a printout of a payment received from the provider that originated from the provider's electronic payment accounting system.

Handwritten or typed receipts or letters documenting payment from the provider will not be accepted. Cash payments receipts will not be accepted unless documentation of the bank withdrawal matching the cash payment can be provided or other documented electronic fund transfers.

CHAPTER 5: APPLICATION, WAIT LIST MANAGEMENT, & TENANT SELECTION

5.1 OVERVIEW

RHE' policy is to ensure that all families who express an interest in HCV assistance are given an equal opportunity to apply and are treated in a fair and consistent manner.

RHE maintains separate waiting lists for the tenant-based HCV and public housing programs. Project-Based Voucher (PBV) waiting list are maintained by the PBV property. An applicant may apply to be placed on any open waiting list. 24 CFR 982.205

The HCV waiting list is generally closed until the number of applicants on the waiting list falls below the number of anticipated openings during the coming 12-18 months. When that happens, the list will be opened for a limited period as determined by the RHE Executive Director.

RHE has the following HCV waitlists:

1. HCV Tenant-Based Voucher
2. Mainstream Voucher
3. Stability Voucher
4. PBV to Tenant-Based Voucher
5. PBV(s)
 - a. Single Family Scattered Sites
 - b. Scarborough Square
 - c. Fireside Park (preference for developmentally disabled adults)
 - d. Victory Court (near elderly/elderly preference)
 - e. Bealls grant (adults with behavioral health issues)
 - f. Community Ministries (SRO elderly disabled)

When the tenant-based voucher waiting list is open, applicants submit a brief pre-application. When that application comes to the top of the waiting list, the applicant is invited to complete a full application.

Staff will verify all information related to eligibility, preference, income, and rent. Eligible families will be invited to a briefing to receive a voucher. Ineligible applicants will be informed of their ineligibility and their opportunity for an informal review.

5.2. NONDISCRIMINATION

All applicants will be provided an equal opportunity to obtain assistance based on the policies set forth in this Plan in accordance with federal, state, and local law. All individuals will be treated in a consistent manner without regard for race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, or source of income.

Complaints of discrimination by applicants/participants may be reported to RHE. RHE staff will assist in completing and filing any housing discrimination complaint.

5.3. OPENING AND CLOSING THE TENANT BASED WAITING LIST 24 CFR 982.206

5.3.a. Opening the Waiting List

The opening of the waiting list will be advertised through public notice on the RHE website and multiple social media platforms, in local or regional newspapers of general circulation, and in the appropriate minority media. In addition, other key organizations will be notified including the Rockville Mayor's Office, the Rockville City Council, the Montgomery County Department of Health and Human Services, and local non-profit agencies. The public notice will state where and when to apply, any closing date, and will include a brief description of the HCV program. Applicants or residents of other assisted RHE housing programs may submit a separate preliminary application to apply for a housing voucher. The public notice will state any limitations regarding who may apply.

5.3.b. Closing the Waiting List

RHE will provide public notice of the closure of the HCV waiting list at the time the waiting list is opened. A decision to close the list is made when there are enough applicants already on the list to fill any anticipated turnover or new allocations for the next 12-18 months. In most cases, the public notice announcing the opening of the waiting list will also include the closing date of the waiting list.

RHE MTW UPDATE

Fiscal Year Introduced: 2022

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- (3) A “**WORKABLE FAMILY**” is any household with members 18 years or older who are NOT elderly, disabled, enrolled in school full-time or a job training program, or a full-time caregiver.

A “**NON-WORKABLE FAMILY**” is where the head of household (as well as the co-head of household or spouse, if applicable) is elderly or disabled and is on a fixed income OR all other household members 18 years or older that are elderly or disabled and on a fixed income or enrolled in full-time school or a job training program.

“**SELF-SUFFICIENCY**” for workable families is the achievement of an after-tax rent burden of 50%.

5.4 APPLICATION PROCESS

Families who wish to apply to the waiting list must complete a written preliminary application for housing when the list is open. Reasonable accommodation and assistance will be provided to persons with disabilities during the application process.

The application process involves two phases: the initial pre-application for assistance, which results in the family's placement on the waiting list and the completion of a full application for HCV assistance when the family reaches the top of the waiting list.

5.4.a. Submitting a Pre-Application

When the HCV waiting list is open, RHE will accept waiting applications through the online portal, Rent Café. A link to the application portal and instructions are on RHE' website during the open period. RHE staff is available to help families with the online pre-application process. The RHE pre-application requests minimal information about the applicant family.

Families must provide documentation of the living preference claimed at the time of application validation. The pre-application process relies on self-certification for all other preference and verification items.

5.4.a.i. Establishing the Waiting List

RHE' Board of Commissioners will approve the application selection method to be used. The available method may be a lottery selection or date and time of application receipt with or without preferences. Regular tenant-based and mainstream voucher waiting list selection is now based on time and date of application.

5.4.a.i.a Project-Based Voucher to Tenant-Based Voucher Waiting List

RHE will establish a separate waiting for current project-based voucher program participants who want to receive a tenant-based voucher. Based on the availability of tenant-based vouchers, when RHE pulls from the tenant-based voucher waiting list, 75% of available tenant-based vouchers will be allocated to families on the tenant-based voucher waiting list, and 25% of available tenant-based vouchers will be made available to families on the project-based voucher to tenant-based voucher waiting list. The project-based voucher to tenant-based voucher waiting list will be available to current project-based voucher tenants. Families will be placed on the PBV choice mobility waiting list based on the length of time of residency as a project-based voucher tenant and then by the date and time order of the receipt of the applications.

Project Turnover Cap

Also recognizing the limited availability of turnover vouchers and the importance of managing turnover in the best interests of the property, in any year, RHE may limit the number of choice mobility moves exercised by eligible households to 15% of the assisted units in the project. (For example, if the project has 100 assisted units, RHE could limit the number of families exercising choice mobility to 15 in any year, but not less than 15.) While RHE is not required to establish a project turnover cap, if implemented RHE must create and maintain a waiting list. Families will be placed on the PBV choice mobility waiting list based on the length of time of residency as a project-based voucher tenant and then by the date and time order of the receipt of the applications.

5.4.a.ii. Lottery

When a lottery is to be used to determine the order of applications on the waiting list, there will be no preferences applied. RHE will employ a computerized random number generating program to assign each application a sequential number representing its waiting list placement.

After lottery numbers have been assigned and the waiting list order has been certified, the list will be reordered.

5.4.a.iii. Date and Time of Application

If RHE' Board has determined that applications should be ordered by the date and time each application is received, pre-applications will be entered on the waiting list and ordered based on preferences claimed and date and time of application. The date and time of the application will be used to determine the sequence of applications within each preference category.

5.4.b. Notification of Initial Applicant Status

Applicants can check their status by utilizing the online portal, Rent Café.

5.4.b.i. Management of the Waiting List 24 CFR 982.204**5.4.b.ii. Updating Waiting List Information**

Applicants must voluntarily submit updates to their contact information or waiting list preferences through the online application portal, Rent Café.

**5.4.b.iii. Applicant Request for the Removal from Waiting List
24 CFR 982.204**

An applicant who wishes to remove themselves from the waiting list may do so, at any time, through the online application portal, Rent Café.

5.4.c. Completing a Full Application**5.4.c.i. Application Processing**

When HCV funding is available, applicants from the top of the waiting list (chosen by preference, lottery number, or application date and time) will be contacted by USPS mail or email for an eligibility interview to complete a full application for HCV assistance.

5.4.c.ii. Eligibility Certification Interview

Each family selected from the waiting list will be given a date and time to report for an eligibility certification interview. All adult members of the household, age 18 or over, must attend the certification interview.

An applicant that cannot attend the originally scheduled interview must contact RHE to reschedule the application interview at least 2 business days prior to the original interview date. If the applicant contacts RHE within 2 business days of the original interview date, the applicant will automatically be scheduled to attend a pre-set make up interview date. The make-up interview date will be identified in the original Eligibility Certification Interview letter. Applicants who fail to attend their scheduled interview or to respond to the call-in letter will be sent a notice that their application will be withdrawn from the waiting list.

5.4.c.iii. Missed Appointments

Any applicant who fails to attend a scheduled appointment without contacting RHE to reschedule will be sent a notice of denial. The notice will provide the household an opportunity to request an informal review.

5.4.c.iv. Determination of Eligibility

After the interview and verification process is completed, RHE staff will make a final determination of eligibility. A family may be determined eligible, ineligible, or ineligible for the preference status claimed. A family that is determined eligible will be scheduled to attend a briefing session at which a voucher will be issued. A family that is determined ineligible for the preference status claimed will be returned to the waiting list as described in paragraph 5.4.d.

5.4.c.v. Ineligibility Determination

A family that is determined ineligible for assistance will be notified in writing of the ineligibility determination and given an opportunity for an informal review as described in Chapter 8, paragraph 8.24.a.

5.4.d. Transfer of Application

The application for HCV assistance may not be transferred to another household member. Vouchers will only be issued to the head of household that is listed on the application at the time of the waiting list selection. An exception will be made if the head of household dies, is on military deployment, or the remaining household members include minor children that would benefit from the subsidy.

5.4.e Refusal of Housing

If the applicant refuses the offer of a HCV or the opportunity to complete a full application for voucher assistance, the applicant will be removed from the waiting list for the voucher program. The applicant will remain on the waiting list for any other programs for which the family has applied.

5.4.f. Suitability for Tenancy

24 CFR 982.307

Suitability screening for tenancy is the responsibility of the owner. RHE conducts a criminal

background check on all adult household members but does not conduct any additional screening to determine suitability for tenancy.

5.5. RHE GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE
24 CFR 982.551, 552, 553

5.5.a. Reasons for Denial or Termination of Assistance

RHE will deny assistance to an applicant if:

- (1) The family does not meet one or more of the eligibility criteria of the HCV program.
- (2) The family violates any family obligations under the HCV program.
- (3) Any member of the family fails to:
 - (a) Supply information or documentation required for the application, lease-up, or recertification process.
 - (b) Sign and submit consent forms for obtaining information.
 - (c) Respond to a written waiting list update request.
- (4) Any member of the family has been evicted from public housing or any federally assisted housing for any reason within the last five years prior to the date of RHE's denial notice.
- (5) Any member of the family:
 - (a) Is currently engaging in illegal drug use.
 - (b) Has illegally used or possessed a controlled substance for personal use or has abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - (c) Has demonstrated a pattern of illegal drug use that may threaten the rights of others.
 - (d) Has committed drug-related criminal activity or violent criminal activity.
- (6) Any family member has ever been convicted of manufacturing or producing methamphetamine, "speed".
- (7) Any family member has a lifetime registration under a state sex offender registration program.

- (8) The family has engaged in or threatened abusive or violent behavior toward any RHE staff member or resident. This behavior includes oral or written threats or physical gestures that communicate intent to insult or intimidate.
- (9) Any member of the family has ever had his or her voucher assistance terminated for cause by a housing authority under the HCV program.
- (10) Any member of the family has ever committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- (11) Any family member currently owes rent or other amounts to RHE or another housing authority in connection with the HCV or public housing assistance under the 1937 Act.
- (12) The family has breached an agreement with RHE to pay amounts owed to a housing authority or amounts paid to an owner by a housing authority.
- (13) Thirty percent of the family's monthly adjusted income calculated in accordance with federal regulations is equal to or greater than the payment standard assigned for the family's voucher size; or if the family's Total Tenant Payment is equal to or greater than the gross rent approved for the family's moderate rehabilitation unit.
- (14) The family appears on the HUD multiple subsidy or existing tenant report.

5.5.b. Criminal Record Check

All adult members (18 and over) of the applicant family will be required to complete a criminal record check process.

5.5.c. Evidence

The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, RHE may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. RHE may also consider any statements made by witnesses, the applicant, or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

5.5.d. Additional Considerations

RHE will consider evidence that those who have illegally used or possessed controlled substances or abused alcohol have successfully completed a supervised drug or alcohol

rehabilitation treatment program and have been certified by the treatment program as "clean" for at least one year as of the date of the eligibility determination. (HUD Notice PIH 96-27)

RHE will consider all the circumstances in each case, the extent of participation or culpability of individual family members, and the effects of denial on other family members who were not involved in the action or failure to act.

5.5.e. Denial of Assistance

Denial of assistance may include any or all of the following:

- (1) Deny listing on the RHE waiting list.
- (2) Deny or withdraw an HCV, Mod Rehab housing, or Project-Based Voucher.
- (3) Refusal to enter into a HAP contract or approve a lease request.
- (4) Refusal to process or provide assistance under portability procedures.

5.5.f. Notification of Ineligibility
24 CFR 982.201

RHE will provide an applicant prompt written notice of its decision to deny assistance. The notice will give a brief statement of the reasons for the decision and inform the applicant of his/her right to request an informal review of the ineligibility decision. The applicant will be given 10 calendar days to request an informal review.

CHAPTER 6. VOUCHER ISSUANCE

6.1. SUBSIDY STANDARDS

Subsidy standards are established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

In determining bedroom size, RHE generally assigns one bedroom to two people. However,

- (1) The single head of household will be assigned a bedroom.
- (2) The head of household with a spousal relationship or co-head will be assigned a bedroom.
- (3) Beyond the head of household, two persons regardless of age or gender would be assigned one bedroom.
- (4) Live-in aides will be provided a separate bedroom. Live-in aides will be supplied one bedroom regardless of parental status.
- (5) Children, whose custody is being obtained through the foster care system, who are temporarily away at school, or temporarily absent in foster care are included in determining the family's bedroom size.

Children being adopted outside of the foster care system or custody acquisitions that occur outside of court awarded custody, will not be considered in determining family size until custody has been awarded and documentation of the custody award has been received.

- (6) The unborn child of a pregnant woman will be considered in determining the family's bedroom size.
- (7) RHE may grant exceptions to normal occupancy standards when a family requests a reasonable accommodation.

This results in the following occupancy standards:

Unit Size	Minimum Number of Persons in Household	Maximum Number of Persons in Household
0-BR	1	2
1-BR	1	4
2-BR	2	6
3-BR	4	8

4-BR	5	10
5-BR	6	12
6-BR	7	14

The above standards do not preclude a family from selecting either a smaller or larger sized unit than listed subject to the specific regulations of the assigned HUD program. The maximum standard is used to determine when a household has become overcrowded and needs a larger size voucher. Voucher issuance is based on the minimum occupancy standard and not the maximum.

6.2. ISSUANCE OF HOUSING CHOICE VOUCHER

6.2.a. Applicant Briefing 24 CFR 982.301

To be issued a voucher, applicants must attend a HUD required briefing at which RHE staff will explain how the program works. The briefings will be conducted as often as needed in group sessions and will include an overview of the HCV program including Housing Quality Standards (HQS) requirements and specific tips on how applicants can conduct their search for housing.

RHE will accommodate any applicant with a disability through an individual meeting, if requested. RHE must ensure that any persons with disabilities understands the briefing in order to gain the full benefits of the program. RHE staff will assist individuals who have special needs or mobility/portability issues.

An applicant who cannot attend the originally scheduled briefing must contact RHE prior to the briefing to be scheduled for a later session. A family that fails without good cause to attend the scheduled briefing or contact RHE in advance will be denied admission to the program. A family that is more than 15 minutes late will not be allowed to attend the briefing if the briefing has already begun and must reschedule to attend another briefing. A family that without good cause misses a briefing that has been rescheduled at the family's request will be denied admission to the program. Good cause is defined as a medical emergency work obligations or other circumstances deemed reasonable by RHE management.

6.2.a.i. Oral Briefing

HUD requires that the oral briefing include all of the following:

- (1) A description of how the program works.
- (2) Family and owner responsibilities.
- (3) Types of eligible housing and where a family may lease a unit.

- (4) An explanation of the advantages of moving to an area that does not have a high concentration of poverty.
- (5) An explanation of portability and a list of portability contacts at neighboring PHAs.

RHE will also provide:

- (1) An explanation that the family share of rent may not exceed 50% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.
- (2) Information regarding the Family Self-Sufficiency Program.

6.2.a.ii. Briefing Packet

Applicants at each briefing will be provided a briefing packet that includes the following subjects and other material:

- (1) The term of the HCV, including RHE' policies on extensions, reasonable accommodations, suspensions (tolling), and procedures for requesting an extension.
- (2) Information on how RHE calculates HAP and TTP including:
 - (a) RHE' payment standards and utility allowance schedule.
 - (b) How RHE determines the maximum rent for an assisted unit.
- (3) Information on what the family should consider when leasing a unit, including reasonable rent, unit condition, utility costs and efficiency, and the location of the unit to services, plus:
 - (a) The HUD brochure "A Good Place to Live." on how to select a unit.
 - (b) HUD's lead-based paint brochure, "Protect Your Family from Lead in Your Home."
- (4) RHE subsidy standards and any exceptions to the standards.
- (5) Where the family may lease a unit and an explanation of the portability feature, if applicable:
 - (a) A list of the names and contact information for portability staff at housing authorities in neighboring jurisdictions.

- (b) A list of landlords with available units to lease under the housing choice voucher program.
- (c) A listing of any accessible units known to RHE.
- (d) A map of the city of Rockville.
- (6) An explanation of the HUD-required tenancy addendum.
- (7) The Request For Tenancy Approval (RFTA) form and the approval process.
- (8) RHE' policy on providing information to prospective landlords about a prospective family.
- (9) Information on federal, state, and local equal opportunity laws and a copy of the housing discrimination complaint form. (HUD-903.1)
- (10) The RHE grounds for terminating assistance for a participant family.
- (11) The family obligations under the HCV program.
- (12) RHE' informal review and informal hearing procedures.

6.2.b. Income Limits for Voucher Issuance

For new families entering the program, 75% of all new program participants must be at or below the very low-income limit (50% AMI), as published by HUD and in effect as of the date the family is selected for participation, except for low-income applicants eligible under Continuously Assisted program rules. No new program applicant can have household income that exceeds 80% of the AMI. Once a family is admitted (leased), they are no longer subject to initial income limits in order to retain eligibility.

6.2.c. Voucher Term

Once the applicant family has attended a briefing, RHE will issue a Housing Choice Voucher.

6.2.c.i. Initial Voucher Term

The initial term of the voucher is 90 days.

6.2.c.ii. Extensions

Two 30-day extensions may be granted for a family making a request in writing prior to the expiration date. The family must provide a statement of their efforts to find a unit, and that additional time can reasonably be expected to result in successfully leasing a unit. No voucher will have a term longer than 120 days without an extraordinary reason. If a family has not

utilized an issued voucher after 180 days, the voucher will terminate and no additional extensions will be provided. For currently unassisted families, after 180 days of non-use of a voucher, the family's program participation will terminate, and the family must apply for the waiting list when the waiting list is open to receive another voucher. For currently assisted families, after 180 days of non-use of a voucher, the family must begin the voucher request move process from the beginning by submitting a new request to locate package.

Additionally, if a family has been unassisted, meaning no HAP has been paid on their behalf for 180 days, the family's program participation will be terminated. If the family's voucher expires (with or without an extension), the family must wait until RHE begins accepting HCV applications to reapply.

24 CFR 982.455

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

24 CFR 880.603(c) 3

Continuation of housing assistance payments. A family's eligibility for Housing Assistance Payments continues until the Total Tenant Payment equals the contract rent plus any utility allowance. The termination of eligibility at such point will not affect the family's other rights under its lease, nor will such termination preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances during the term of the Contract (HAP Contract).

Reasonable Accommodations. Upon request, RHE may approve an extension beyond 120 days if RHE determines that additional search time is warranted as a reasonable accommodation to a household that includes a person with disabilities. Families must supply documentation of why they have not been able to lease a unit. Documentation may include, but is not limited to a list of applications submitted application denials, or other documentation deemed reasonable by RHE management.

6.2.c.iii. Suspensions (Tolling)

When a Request for Tenancy Approval (RFTA) is received, no time is counted against the term of the family's voucher during the period required to process the request. If the unit is not approved, the family can resume its search for housing with the same amount of time remaining on its voucher as was there on the date the RFTA was submitted.

CHAPTER 7: LEASING AND PORTABILITY

7.1. LEASING

7.1.a. In-Place Leasing

HCV Program experience indicates that it is easier for many participants to negotiate a voucher lease in their present unit than with a new landlord. It is RHE's intent, through landlord outreach, to encourage mobility and portability as well as leasing in place. As part of that landlord outreach, RHE staff will provide landlord information and training programs regarding regulations and requirements for participation in the voucher program. For lease-in-place participants, a new lease must be executed with the landlord that will correspond with the HAP contract effective date.

7.1.b. Request for Tenancy Approval (RFTA) Process

When a voucher holder finds a suitable unit, the family submits a completed RFTA (form HUD 53517). A family may not submit more than one RFTA for approval at a time. The time on the voucher will be suspended until the Housing Quality Standards (HQS) inspection and RFTA processing have been completed.

Upon receipt of the RFTA, RHE will contact the prospective landlord to confirm the unit information on the RFTA to provide the landlord with program information and to encourage the landlord to screen the applicant for rent, credit, and criminal histories.

7.1.c. Approval to Lease a Unit

RHE will approve a lease if all of the following conditions are met:

- (1)** The unit is eligible. RHE has received proper ownership records and a copy of the city of Rockville Rental license.
- (2)** The unit is inspected by RHE and passes HQS.
- (3)** The lease is approvable and includes the following:
 - (a)** The names of the owner and tenant.
 - (b)** The address of the unit rented.
 - (c)** The term of the lease (initial term and any provisions for renewal).
 - (d)** The amount of the monthly rent to the owner. Monthly rent equals the actual rent to owner plus any non-optional fees to the landlord, such as parking, trash, convenience fee, and non-optional fees not included in the advertisement packet.

- (e) A specification of what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.
- (f) The required HUD tenancy addendum.
- (4) The rent to owner is reasonable.
- (5) The family's share of rent does not exceed 50% of their monthly adjusted income, if the gross rent exceeds the applicable payment standard.
- (6) The owner has not been debarred, suspended, or made subject to a limited denial of participation by HUD or RHE.
- (7) The family continues to meet all eligibility and screening criteria.
- (8) **Landlord's Fee:** If there is a mandatory landlord fee, not optional and not negotiable, the fee will be added to the total rental amount.
- (9) If the landlord is not on HUD's debarred listing.

If tenancy is denied, RHE will advise the owner and the family in writing of any actions they could take that would enable RHE to approve the tenancy.

7.1.d. Assistance to Families who Claim Discrimination

RHE complies fully with all federal, state, and local nondiscrimination laws, the Americans with Disabilities Act, and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, because of race, color, sex, religion, national or ethnic origin, familial status, age, disability, sexual orientation, gender identification, marital status, or source of income be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under RHE' housing programs.

Families will receive HUD's discrimination complaint form (HUD-903.1) in their briefing packets, and RHE staff will provide information and assistance on how to file a housing discrimination complaint.

7.1.e. Initial Lease Up - Tenancy Requirement

Upon the initial move into a unit, the family must reside in the unit for the full one-year initial lease term. Exceptions to the tenancy requirement will be considered for issues relating to Violence Against Women Act (VAWA), reasonable accommodation requests, or other good reason as determined by RHE. Other good cause can include, but is not limited to HQS violations that require the family to move and the addition of minor children through birth or court awarded custody or through the foster care system that cause the unit to be overcrowded

based on the maximum occupancy standard.

7.2. HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

24 CFR 982.401

7.2.a. HQS Overview

RHE cannot make assistance payments on a unit that is not in compliance with HUD's Housing Quality Standards (HQS). To that end, RHE must inspect a unit before it can be leased under the HCV program and at least biennially thereafter.

RHE conducts the following types of HQS inspections:

- (1) Initial inspections.
- (2) Biennial inspections.
- (3) Complaint inspections.
- (4) Quality control inspections.

7.2.b. Initial Inspections

RHE will conduct an HQS inspection within 15 calendar days after receipt of the Request for Tenancy Approval (RFTA) if the unit is ready. All utilities must be in service when the unit is inspected.

Immediately following the initial inspection, the owner will be notified in writing of any conditions that violate HQS requirements. The owner must make repairs as required to eliminate the violations cited. RHE' inspector must re-inspect the unit and issue a passing inspection report before the lease and HAP contract are executed.

7.2.c. Biennial Inspections

RHE will conduct biennial HQS inspections on each assisted unit every 24 months according to HUD regulations as amended.

RHE must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and the owner will be notified of the date and time for the biennial inspection. RHE will require landlords to submit a current city of Rockville rental license with each biennial HQS inspection. Failure to submit the current city of Rockville rental license will result in a failed inspection.

The family may reschedule the biennial inspection by calling RHE 48 hours prior to the day of the scheduled appointment. The rescheduled inspection must be coordinated with the inspector's schedule. If the family is unable to facilitate two scheduled inspection appointments, the family

will be subject to termination.

If the inspector is unable to gain access to a unit at the scheduled inspection time, RHE will terminate the family's assistance for violating its Family Obligations.

7.2.d. Complaint Inspections

HQS inspections may be requested by program participants, owners, or RHE. When emergency conditions arise, participants have the right to reasonable notice prior to a complaint inspection. Participants are required to permit RHE access and are subject to the same procedures and requirements described above under biennial inspections.

7.2.e. Quality Control Inspections

RHE conducts quality control inspections on a sample of HCV units to ensure the quality and effectiveness of its inspections system. Requirements to provide RHE access are the same for a quality control inspection as for an biennial inspection. As with biennial and complaint inspections, families and owners are provided notice by first class mail or email of a scheduled quality control inspection and may call and/or email prior to the day of the inspection appointment to reschedule the inspection. If a family misses two inspections, RHE will terminate the family's assistance for violating its Family Obligations.

7.2.f. Repair of HQS Violations

RHE will inform the owner and the participant in writing following every inspection of the inspector's findings. Any HQS violations cited by the inspector must be corrected. RHE will verify the correction of HQS deficiencies noted during a biannual or interim inspection. PIH Notice 2020-31 notes HQS corrections to deficiencies found during a biannual or interim inspection do not have to be physically verified by an HQS inspector. On a case-by-case basis, RHE may choose to accept verification of the HQS deficiency correction by receiving one of the two following documentation:

(1) Owner's written certification.

(2) Picture or video of the repair.

For initial inspections, HQS inspection deficiency corrections must be verified by an HQS Inspector.

7.2.f.i. Emergency HQS Violations

HQS violations that are life threatening must be corrected or abated within 24 hours of RHE' inspection.

Emergency violations may include no working toilet within the unit, no heat, or other serious conditions deemed by RHE.

RHE will inform the owner immediately when an emergency violation has been cited.

7.2.f.ii. Routine HQS Violations

HQS violations that are not emergency violations are considered routine violations. Owners must correct routine HQS violations within the time specified by the inspector, but no later than 30 days of the citation or before the expiration of any extension provided by RHE.

7.2.f.iii. Abatement of HAP or Contract Termination

If violations have not been corrected within the time specified by RHE, RHE will abate the housing assistance payments (HAP) for the unit effective no later than the first day of the following month.

RHE will continue to encourage the owner to make the repairs requested.

If a subsequent inspection determines that requested repairs have been completed, RHE will reinstate HAP payments effective the day the unit passes the HQS inspection. RHE may use any amounts withheld during the abatement period to make assistance payments relating to the period during which payments were withheld.

RHE will issue a 60-day notice to cure HQS violation of contract termination at the beginning of the abatement period. If the unit remains out of compliance at the end of the 60-day notice period, the HAP contract will be terminated and RHE will issue the family a voucher to locate a new unit.

7.2.f.iv. Protection of Tenants

An owner of a dwelling unit may not terminate the tenancy of any tenant because of the withholding or abatement of assistance pursuant to this subparagraph. During the period that assistance is abated, the tenant may terminate the tenancy by notifying the owner.

7.2.f.v. Relocation

(1) Lease Of New Unit

RHE shall provide the family residing in such a dwelling unit a period of 90 days or such longer period as RHE determines is reasonably necessary to lease a new unit, beginning upon termination of the contract, to lease a new residence with tenant-based rental assistance under this section.

(2) Availability of Public Housing Units

If the family is unable to lease such a new residence during such period, RHE shall, at the option of the family, provide such family a preference for occupancy in a dwelling unit of public housing that is owned or operated by RHE that first

becomes available for occupancy after the expiration of such period.

(3) Assistance in Finding Unit

If the family is unable to lease such a new residence during such period, RHE shall, at the option of the family, provide such family a preference for occupancy in a use of up to two months of any assistance amounts withheld or abated pursuant, respectively, for costs directly associated with relocation of the family to a new residence, which shall include security deposits as necessary and may include reimbursements for reasonable moving expenses incurred by the household, as established by the Secretary. RHE may require that a family receiving assistance for a security deposit to remit, to the extent of such assistance, the amount of any security deposit refunds made by the owner of the dwelling unit for which the lease was terminated.

(4) Tenant-Caused Damages

If RHE determines that any damage to a dwelling unit that results in a failure of the dwelling unit to comply with housing quality standards other than any damage resulting from ordinary use, was caused by the tenant, any member of the tenant's household, or any guest or other person under the tenant's control, RHE may waive the applicability of the preceding paragraphs, except that this clause shall not exonerate a tenant from any liability otherwise existing under applicable law for damages to the premises caused by such tenant.

7.2.f.vi Family-Caused HQS Violations

The family is responsible for any breach of HQS standards including:

- (1)** The family's failure to supply and pay for any utilities, which are the family's responsibility under the lease and HAP contract.
- (2)** The family's failure to provide and maintain any appliance, which is the family's responsibility to supply under the lease and HAP contract.
- (3)** Damage beyond normal wear and tear to the unit or common areas caused by any member of the household or guest.
- (4)** Not allowing the inspection to occur by refusing access to the inspected unit or a household member 18 year of age or older not being home to allow the inspector access to the unit for the inspection.

The family is required to correct any life-threatening breach of HQS it has caused within 24 hours and any routine HQS violation within 30 days.

RHE will take prompt and vigorous action to enforce the family's HQS obligations and will

terminate the family's assistance from the program if the family fails to comply with HQS requirements.

7.3. ELIGIBLE/INELIGIBLE HOUSING

7.3.a. Eligible Housing

Units in the following types of properties are eligible for housing voucher assistance:

- (1) Single family dwellings.
- (2) Town houses.
- (3) Apartments.
- (4) Cooperative housing.
- (5) Manufactured housing.
- (6) Manufactured home space rentals.

7.3.b. Ineligible Housing

The following types of housing cannot be assisted under the HCV program:

- (1) Public housing unit.
- (2) A unit receiving project-based assistance under a HCV program.
- (3) Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services.
- (4) College or other school dormitories.
- (5) Units on the ground of penal, reformatory, medical, mental, and similar public or private institutions.
- (6) A unit occupied by its owner. This restriction does not apply to a cooperative or to assistance on behalf of a manufactured homeowner leasing a manufactured home space.
- (7) A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

7.3.c. Ineligible Special Housing

RHE will not approve a tenant-based housing voucher lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- (1) Congregate housing.
- (2) Group homes.
- (3) Shared housing.
- (4) Single Room Occupancy housing.

7.4. DISAPPROVAL OF OWNERS

24 CFR 982.306

RHE will not approve a unit:

- (1) If the owner is debarred, suspended, or subject to a limited denial of participation by HUD.
- (2) If directed by HUD, because the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending.
- (3) If directed by HUD, because a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- (4) If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless RHE determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- (5) The owner has violated obligations under a HAP contract.
- (6) The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- (7) The owner has engaged in drug-related criminal activity or any violent criminal activity.
- (8) The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards for units leased with project-based voucher assistance or under any other federal housing

program.

- (9) The owner has a history or practice of renting units that fail to meet state or local housing codes.
- (10) The owner has not paid state or local real estate taxes, fines, or assessments.
- (11) The owner refuses (or has a history or refusing) to evict families for drug-related or violent criminal activity or for activity that:
 - (a) Threatens the health, safety, or right to peaceful enjoyment of the premises by tenants.
 - (b) Threatens the health or safety of RHE employees or owner employees.
 - (c) Threatens the health, safety, or right to peaceful enjoyment of their residences by people residing in the immediate vicinity of the premises.
- (12) The owner's participation would create other conflicts of interest under federal, state, or local law. Effective October 1, 2021, all new landlords will be required to submit a self-certification that the property is not in foreclosure prior to being approved.

RHE will provide written notification to the owner and the voucher holder if an owner is not in compliance, and the owner will be given an opportunity to rectify any deficiencies.

7.5. PAYMENT STANDARD

7.5.a. Setting the Payment Standard

RHE establishes a payment standard schedule that is between 90% and 110% of the HUD-published Fair Market Rent (FMR). Each year, after publication of the FMRs, RHE reviews the payment standards in effect to determine if increases or decreases are required. In making this determination, RHE considers vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates and search times of voucher holders looking for housing, and the percentage of annual income families are paying for rent under the voucher program.

Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. When circumstances warrant, RHE may consider adjusting payment standards at times other than the annual review.

RHE may establish a higher payment standard up to 110% of the FMR as a reasonable accommodation for a family that includes a person with disabilities or request approval from the HUD field office for a payment standard up to 120% of the FMR.

RHE will implement PIH Notice 2016-05, which authorizes a PHA to approve a payment standard of not more than 120% of the FMR without HUD approval, if requested as a reasonable accommodation by a family that includes a person with a disability.

RHE must maintain documentation that shows:

- (1) A rent reasonableness analysis was conducted in accordance with the HCV program regulations. 24 CFR 982.507
- (2) The family requested lease approval for the unit and requested an exception payment standard as a reasonable accommodation.
- (3) The unit has features that meet the 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 the necessary number of bedrooms, location on an accessible transit route, or proximity to accessible employment, education, services, or recreation.

The request for reasonable accommodation must be submitted in writing and include supporting documentation, for example from a medical professional.

7.5.b. Area Exception Rents

RHE may request that HUD approve an exception payment standard for higher cost areas within its jurisdiction. Exception payment standard rent authority may be requested for all or some unit sizes or for all or some unit types.

If the FMR increases after HUD has approved an exception payment standard, the exception payment standard remains unchanged until such time as RHE requests and HUD approves a higher exception payment standard. If the FMR decreases, the exception payment standard authority automatically expires.

7.5.c. Selecting the Correct Payment Standard 24 CFR 982.505

7.5.c.i. Use of the Payment Standard

The payment standard is used to calculate the monthly housing assistance payment for a family. The payment standard is the maximum monthly assistance payment permitted under the program.

The actual monthly assistance RHE will pay is equal to the lower of:

- (1) The payment standard for the family size less the family's total tenant payment.
- (2) The gross rent minus the family's total tenant payment.

7.5.c.ii. Determining the Payment Standard for a Family

Payment standards are established by unit size. A family's payment standard is the lower of:

- (1) The payment standard for the family unit size.
- (2) The payment standard for the unit size rented by the family.

If the unit rented by the family is located in an exception rent area, RHE will use the appropriate payment standard for the exception rent area.

7.5.c.iii. Increase in the Payment Standard

If the payment standard increases during the term of the HAP contract, the new payment standard will be implemented at the family's next recertification or upon any move to a new unit, whichever is earlier.

7.5.c.iv. Decrease in the Payment Standard

If the payment standard decreases during the term of the HAP contract, the lower payment standard will be applied at the family's second reexamination following the decrease.

At the family's first reexamination following the decrease, the payment standard will be the higher of:

- (1) The payment standard used at the most recent reexamination.
- (2) The payment standard that is determined using the decreased payment standard schedule and selecting the lower of the payment standard amount for the family size or the payment standard for the unit size rented by the family.

7.5.c.v. Change in Family Size

If a family's household composition, based unit size changes during the HAP contract term, the payment standard for the new family size which is in effect at the time of the family's next regular reexamination must be used regardless of any decrease in the payment standard amount.

7.6. RENT REASONABLENESS
24 CFR 982.507

RHE will not approve an initial rent or a rent increase without determining that the rent is reasonable. Rent reasonableness is determined prior to the initial lease and at the following times:

- (1) Before any increase in rent to owner is approved.

- (2) If, 60 days before contract anniversary date, there is a 5% decrease in the published FMR, as compared to the previous FMR.
- (3) If RHE or HUD directs that rent reasonableness be determined.

7.6.a. Comparability

Rent is reasonable if it is not greater than rent charged for comparable unassisted units in the neighborhood. In determining rent reasonableness, RHE will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit, and comparable units. RHE will document rent reasonableness determinations in each tenant file with information on a minimum of two comparable units or with documentation from the rent reasonableness database of the service provider conducting the rent reasonableness determination.

Owners may review the rent determination made on their unit and may submit additional information.

By accepting the HAP each month, the owner certifies that the rent to the owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

7.7. ASSISTANCE AND RENT FORMULAS

The total tenant payment (TTP) is the minimum amount a family will pay towards rent and utilities. If a family selects a unit that rents for more than the payment standard, the family will pay the TTP plus the amount by which the gross rent exceeds the payment standard.

The family share is the full amount the family is required to pay for rent and utilities.

7.7.a. Total Tenant Payment

The TTP is the minimum amount a voucher family will pay for rent and utilities. The TTP is equal to the highest of:

- (1) 10% of the family's monthly income.
- (2) 30% of the family's adjusted monthly income; not to exceed 50% AMI at move in.
- (3) The minimum rent, if applicable.

RHE MTW Activity 4 - Minimum Rent

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

7.7.b. Minimum Rent

All newly admitted and currently assisted **workable** families must pay a minimum rent of **\$130** for the cost of rent and utilities. A workable family is any household with members 18 years or older who are NOT elderly, disabled, enrolled in full-time school or a job training program, or a full-time caregiver. RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests. (See Appendix B - RHE Hardship Policy)

All newly admitted and currently assisted **non-workable** families must pay a minimum rent of **\$50** for the cost of rent and utilities. A non-workable family is where the head of household (as well as the co-head of household or spouse, if applicable) is elderly or disabled and is on a fixed income OR all other household members 18 years or older that are elderly or disabled and on a fixed income or enrolled in full-time school or a job training program. RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

RHE MTW Activity 5 - Initial Rent Burden

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The initial rent burden, or the maximum family rent share, is 50% of the family's monthly adjusted income. This activity applies to both newly admitted and currently assisted workable and non-workable families.

RHE MTW Activity 15 – Graduated Total Tenant Payment

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

7.7.c Graduated Total Tenant Payment

Workable families will incur a graduated total tenant payment (TTP), that will increase by the greater of the increase in TTP based on the increase in household income or 5% each year for families on annual recertifications schedules and 10% for families on triennial recertification schedules. Once the family progresses all the way through the graduated total tenant payment schedule, they will have graduated from the HCV program and will no longer receive a subsidy. This activity applies to newly admitted and currently assisted workable families.

7.8. UTILITY ALLOWANCE

7.8.a. Utility Allowance Schedule

RHE maintains a utility allowance schedule for all tenant-paid utilities (except telephone, internet, and cable television), trash collection service as needed, and tenant-supplied appliances.

The utility allowance schedule is determined based on the typical cost of utilities and service paid by energy-conservative households that occupy housing of a similar size and type in the same locality. In developing the schedule, RHE uses normal patterns of consumption for the city

as a whole and current utility rates.

RHE reviews the utility allowance schedule once each year to determine if it continues to be in line with local utility rates. A revised schedule is adopted whenever there has been a change of 10% or more in the utility rate since the last time the schedule was revised. A revised schedule is applied at the family's next recertification or when a family moves to a new unit.

The allowance for tenant-supplied appliances is a depreciation allowance, not an allowance related to the cost of operating the appliance. The cost to the tenant for operating appliances, whether tenant-owned or belonging to the owner, is covered by allowances for electricity and gas.

7.8.b. Applying the Utility Allowance
PIH Notice 2016-05

RHE will use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by the family or the voucher size issued, as determined under the RHE subsidy standards.

In cases where a reasonable accommodation has been provided to a family that includes a person with disabilities, the PHA must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

The utility allowance will be subtracted from the family's share to determine the amount of the tenant rent. Tenant Rent is the amount the family owes each month to the owner. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

7.8.c. Utility Reimbursement Payment (URP)
24 CFR 982.4

When the allowance calculated for tenant-paid utilities exceeds the TTP, RHE will make a utility reimbursement payment to the tenant each month.

7.9. LEASE APPROVAL
24 CFR 982.308-309

The assisted lease between the tenant and owner (including any new lease or lease revision) must be reviewed by RHE for compliance with the terms of the HAP contract. The HUD Tenancy Addendum must be attached to the HAP contract and the owner's lease. The following requirements must be met:

7.9.a. Tenant's Legal Capacity

The tenant must have legal capacity to enter into a lease under state and local law, which in the State of Maryland includes a requirement that the head of the household be at least 18 years of age.

7.9.b. Tenancy Addendum
HUD 52641-A

If there is any conflict between the HUD Tenancy Addendum and any other provisions of the lease, the provisions of the HUD Tenancy Addendum shall prevail.

7.9.c. State and Local Law

The owner's lease must comply with state and local law.

7.9.d. Utilities

The lease must specify what utilities and appliances are owner supplied and what utilities and appliances are to be supplied by the family.

7.9.e. Lease Term

The initial lease term must be for at least one year, unless RHE determines that a shorter term of not less than six months would improve housing opportunities for the family. The lease terms that apply must be consistent with those generally applied to unassisted tenants in the same property.

7.9.f. Changes in the Lease

A new HAP contract establishing a new tenancy is required if the owner requests a change to the lease term or to the agreement on which utilities and appliances are supplied by the owner or the tenant.

A new tenancy with a new lease and new HAP contract is required if the tenant moves to a new unit even if the unit is in the same building or complex.

Other changes to the lease agreed to by the owner and the tenant must be in writing and must comply with HCV program requirements, but do not require execution of a new HAP contract. The owner must provide RHE immediately with a copy of any revised lease agreement.

The owner must request RHE approval of any proposed rent increase in writing at least 60 days before any increase can become effective as described in Chapter 8, paragraph 8.6.

7.10. SECURITY DEPOSITS
24 CFR 982.313

Owners are encouraged to collect a security deposit. The security deposit may not be in excess of private market practice, cannot exceed amounts charged by the owner to unassisted tenants, and cannot exceed amounts permitted by state or local law. Local law states that the security deposits may not exceed two month's rent.

7.11. HOUSING ASSISTANCE PAYMENTS CONTRACT EXECUTION
24 CFR 982.451

7.11.a The HAP Contract

The housing assistance payments contract (HAP contract) is the contract between RHE and the owner wherein the owner agrees to lease a specified dwelling unit to a specified eligible family, and RHE agrees to make monthly housing assistance payments to the owner on behalf of the family.

HUD allows families to move in prior to HQS, The HAP contract may not be effective until the unit passes the HQS inspection. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

All owners must provide to RHE an IRS Form W-9 with a tax identification number or social security number and direct deposit bank account authorization and a copy of the current city of Rockville license before any HAP payments can be made.

The total rent paid by the tenant plus RHE' housing assistance payment to the owner may not be more than the rent to owner shown on the lease, HAP contract, or RHE rent change documents. The owner must return immediately any excess HAP payment to RHE.

RHE is not required, as a result of a reduction in the fair market rental, to reduce the payment standard applied to a family continuing to reside in a unit for which the family was receiving assistance at the time the fair market rental was reduced. RHE is able to request exception payment standards within fair market rental areas subject to criteria and procedures established by HUD.

7.11.b. Payment to Owners

7.11.b.i. The amount of monthly housing assistance payment is the lower of:

- (1) The payment standard minus the total tenant payment.
- (2) The gross rent minus the total tenant payment.

7.11.b.ii. All owners must agree to direct deposit of the housing assistance payment.

7.11.b.iii. If payments are not made when due, the owner may charge RHE a late payment, as specified in the HAP contract and in accordance with generally accepted practices in the city of Rockville, if the following conditions apply:

- (1) It is the owner's practice to charge such penalties for assisted and unassisted tenants.
- (2) The owner also charges such penalties against the tenant for late payment of

family rent to the owner.

Late charges will not be paid when the reason for lateness is attributable to factors beyond the control of RHE.

7.11.c. Change of Ownership

Before making HAP payments to a new owner after the sale of a property, RHE must receive a written request from the owner who executed the HAP contract and a copy of the Deed of Trust showing the transfer of title. RHE must also receive a request from the new owner providing account information for direct deposit of HAP payments and an IRS Form W-9 for the new owner.

RHE Agency Specific Waiver Activity 17 – Landlord Incentive: Alternative Beginning Lease Term

Fiscal Year Introduced: 2023

Fiscal Year Approved by HUD: Pending

Instead of the HAP contract starting on the first day of the term of the lease as required in the HAP contract, the term may start on the first day the unit has passed HQS inspection, per the OMB-approved MTW Rider to the HAP Contract form.

7.12. PORTABILITY

24 CFR 982.353, 982.354, AND 982.355

Portability is the process of leasing a dwelling unit with voucher assistance outside the jurisdiction of the PHA that initially issued the family its voucher. HCV regulations permit a voucher participant to use his or her voucher assistance anywhere in the United States where there is a PHA administering the HCV program.

RHE will use the required HUD Family Portability Information form HUD-52665 for both outgoing and incoming families. (See Appendix F)

7.12.a. Moving Out of Rockville Using Portability

7.12.a.i. Eligibility for Portability

A family using portability for its first lease under the HCV program must select a unit in a jurisdiction where the family is within the extremely low-income limit of 30% AMI.

7.12.a.ii. Portability Procedures

If a family notifies RHE that they want to move using portability, RHE will contact the receiving PHA and confirm that the family is eligible to move, that their HCV has been issued, and that the family wishes to relocate to the receiving jurisdiction. Form HUD-52665 Part I, the most recent form HUD-50058, copies of income verification and declarations of citizenship or eligible

immigration status, and a copy of the HCV issued by RHE will be sent by certified mail, fax, or email to the receiving PHA. RHE will also advise the family how to contact and request assistance from the receiving PHA.

7.12.b. Moving Into Rockville Using Portability

RHE will accept a family with a valid HCV from another jurisdiction and administer or absorb the subsidy. In order to prevent an adverse effect on the HCV waiting list, in most cases RHE will choose to administer the subsidy on behalf of the initial PHA. RHE will notify the initial PHA through Part II of the form HUD-52665 that their family is moving into RHE's jurisdiction. Attached to the 52665 will be the current form HUD-50058. For monthly billing purposes, RHE will use the 52665 form to show the schedule changes and any fees owed to RHE.

RHE will determine the family's unit size in accordance with RHE subsidy standards and will approve voucher extensions in accordance with RHE policy. RHE will review all Reasonable Accommodations a family has in place at the time they port into RHE's jurisdiction. RHE may choose not to accept an existing Reasonable Accommodation request but may require a family to complete a new Reasonable Accommodation request at the time of port-in.

CHAPTER 8: ONGOING OCCUPANCY FUNCTIONS

8.1 RECERTIFICATION OF PARTICIPATING HOUSEHOLDS

24 CFR 982.516

RHE will recertify family income, composition, allowances and re-determine rent and the HAP on behalf of the family at least annually. The family must supply any information requested by RHE or HUD.

8.1.a. Annual Recertifications

RHE MTW Activity 1 - Alternative Recertification Schedule For Households

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

Triennial recertifications are conducted for all newly admitted and currently assisted workable and non-workable families. Annual recertifications will remain for families claiming zero income and families making less than the minimum rent income level.

For all families reporting zero income, a Zero Income Certification/Zero Income Affidavit must be completed and signed along with a Zero Income Questionnaire that shows how the family finances their survival and essential living expenses. Failure and/or refusal to complete a Zero Income Questionnaire will result in non-compliance of the annual recertification process and will result in program termination. Zero income is defined as a household that reports no income or only reports non-earned income that is obtained through third party personal contributions or donations (not including child support received through the court system).

8.1.b. Recertification Appointments

All participating voucher families will be notified in writing 90-120 days in advance of their scheduled effective recertification due date.

8.1.c. Virtual Recertification

RHE may choose to conduct recertifications virtually, RHE may choose to conduct recertifications virtually, through the mail, email, or the Yardi Client Portal.

- (1) In the event the recertification appointment is in person and the family is unable to attend the recertification appointment, one make-up appointment day will be provided in the original recertification scheduling letter. If the family does not attend either the original appointment or the make-up date options, the family will receive a notice of termination for non-compliance.
- (2) A family may ask to have the date and time of the reexamination appointment changed by calling RHE in advance of the scheduled appointment.

- (3) Persons with disabilities may request that a reexamination be conducted by mail, by staff home visit, or by an authorized representative as a reasonable accommodation.
- (4) RHE staff will complete the reexamination in a timely manner based on the timeliness of the information provided.

8.2. EFFECTIVE DATE OF RENT CHANGES

RHE must provide the family with 30 days advance notice of any rent increase, and such rent increase will be effective the first day of the month beginning after the end of that 30-day notice period. Rent decreases will be effective on the first day of the first month after the date of the actual change leading to the interim reexamination of family income. If the reexamination action is late due to RHE staff processing, and the rent change results in an increase in the family's tenant rent portion, the family may request a rent adjustment, if the family portion of rent increases more than \$50 a month.

8.2.a. Delay Caused by Family

However, if the family has caused a delay in RHE's completion of the recertification, the family will not be entitled to the 30-day rent change notice adjustment. When the family has delayed a recertification caused by the family not providing documents timely or not responding to the recertification notification:

- (1) An increase in the tenant rent portion will be effective on the family's anniversary date and may be implemented retroactively if the required reexamination process has not been completed by the anniversary date.
- (2) Notice of any change in the tenant rent portion and its effective date will be sent by mail and/or email to the owner and the family.

8.2.b. Client Notification of Tenant Rent Change

Program participants will be notified of the new tenant rent amount through USPS mail. Clients that do not receive notification of the new tenant rent by the recertification effective date must contact RHE to confirm the new tenant rent amount. Clients may also utilize the Yardi electronic client portal to view the tenant rent determination at any time and are not dependent on RHE staff to provide the information to them. When possible RHE staff may email the tenant rent change notification but are not required to do so.

8.2.c. Email Communication

Clients who specifically request not to be emailed documents will be responsible for receipt of the documents through USPS mail or in person pickup. RHE will not be responsible for non-receipt of rent change forms, recertification notifications or other important documents if the client refuses electrotonic communication.

8.3. INTERIM REEXAMINATIONS

An interim recertification is one that is performed between annual recertifications to reflect changes in family circumstances.

Interim recertifications are limited to one interim per calendar year and are processed at the request of the family. If the interim is for a decrease in income, only income decreases of 10% or more are processed. Interim decreases are limited to one during a calendar year and no interim decreases are granted during the first six months after initial occupancy. Required interim recertifications for household composition changes, landlord rent increases, and Family Self-Sufficiency will not count against the limit on voluntary interim recertifications. RHE may choose to decline to process the interim if the interim reexamination is within the last three months of recertification.

A No Adjustment Letter will also be sent to the family for non-submission of pending items needed to complete the interim recertification if not submitted by the requested deadline. If this occurs, the family will be responsible for submitting a new interim recertification to report any changes in family income or composition along with the required supporting documentation. If the family produces a delay in the resubmission of the interim recertification packet and it causes an income discrepancy due to unreported income, the family may have to enter into a repayment agreement.

Misrepresentation of or failure to report changes in family composition in order to maintain a voucher payment standard or bedroom size in which the family would not otherwise be eligible may result in program termination.

8.4. INTERIM REPORTING REQUIREMENTS

Between annual recertifications families are required to report any change in household composition.

8.5. REPORTING OTHER CHANGES

A family may report a decrease in income or an increase in expenses related to allowable deductions. RHE may conduct an interim recertification to reduce a family's rent for any change that will last more than 30 days, within the allowable interim submission limits.

- (1) Verification at Interim Recertifications.** Family information that has changed will be verified at an interim recertification. Per HUD's regulations, an EIV and IVT will be pulled for each interim transaction.
- (2)** Interim recertifications will be processed within 30 days of receiving the completed interim recertification packet.
 - (a)** An interim recertification packet is not considered complete until ALL requested documents have been received. Once ALL requested documents

have been received, the 30-day processing time will begin.

- (b) If requested documents are not received by the deadline noted in the missing document notification, the interim will be discarded and must be resubmitted with all of the requested documents. The 30-day processing time will begin upon resubmission and acceptance of the completed recertification packet.
- (3) **Effective Date of Tenant Rent Portion Changes.** Generally, following an interim recertification:
 - (a) A tenant rent portion increase will be effective the first day of the month following a 30-day written notice to the family of the new rent amount.
 - (b) A tenant rent portion decrease will be effective the first day of the month, following the 30-day period after the completed interim recertification packet is received and accepted. For example, if an interim recertification packet is received completed and is accepted on June 15th, the recertification will be effective no later than September 1st. If the completed recertification packet is received and accepted on June 30th, the recertification will be made effective no later than October 1st.

However, if the family has failed to report a required change that would result in a rent increase, the change will be effective retroactively to the date it would have been effective had the family reported the information on time.

Notice of any change in the tenant rent portion and its effective date will be sent by mail or email to the owner and the family.

8.6. OWNER CONTRACT RENT INCREASES 24 CFR 982.507

- (1) An owner may implement a contract rent increase request by giving the tenant advance notice as required under the lease and state and local law. The city of Rockville requires that owners provide 90 days' notice of any rent increase.
- (2) In addition, the owner must provide RHE 90 days' notice in writing prior to the effective date of the proposed contract rent increase. RHE will conduct a rent reasonableness evaluation and will not approve the proposed contract rent unless it is determined to be reasonable. An executed copy of the tenant rent renewal must be received prior to RHE approval of the rent increase.
- (3) If the owner provides more than one option for the lease renewal/rent increase, the tenant has 15 days to notify RHE in writing of the tenant's lease renewal/rent increase option selection and/or select and sign the renewal rent increase notice.

If the tenant fails to make a selection within 15 days from the date of the lease renewal/rent increase notice received from the owner, then RHE staff will process the rent increase based on the renewal 12-month option.

RHE will not cover the month-to-month renewal rate option/ fees.

(4) A rent increase approved by RHE will be effective on the later of:

- (a)** The first day of the month that is or follows the anniversary date of the HAP contract.
- (b)** The first day of the month that is at least 60 days after RHE received a rent increase request from the owner.
- (c)** In every situation possible, RHE will process the rent increase along with the annual recertification.
- (d)** A rent increase may be effective on the first day after the expiration of the initial lease term. All rent increases implemented by an owner must be in compliance with the City of Rockville rent increase rules. Rent increases received that are in violation of the City of Rockville rent increase guidelines will not be processed.

8.7. FAMILY MOVES

24CFR982.354

A participating family wishing to move to a new unit must give RHE notice of its intent to move and request a new voucher. A family planning to move to another jurisdiction must include this information in its notice to RHE.

The family must be in compliance with its family obligations to be issued a new voucher.

The family must give the owner proper notice of its intention to vacate as required by the family's lease.

The family may not move more than once in any 12-month period. Exceptions may be granted for the purpose of providing a reasonable accommodation or other approved exception by RHE.

The lease and HAP contract for the family's new unit may begin during the month in which the family moves; RHE will pay a pro-rated HAP for the new unit and the owner of the family's previous unit. RHE may require a family to move if the HAP contract is terminated due to the owner's failure to comply with HQS, other breach of the contract, or if changes in the family size have created overcrowding that violates HQS or the Subsidy/Occupancy Standards. In such a case, RHE will issue a voucher for the family to search for a new unit.

8.8 FAMILY BREAKUPS

24 CFR 982.315

8.8.a. If A Family Splits Apart

If a family splits apart, RHE shall determine on a case-by-case basis which family members, if any, will continue to receive housing assistance. In making this determination, RHE will consider:

- (1) Whether the assistance will remain with the family members who continue to reside in the assisted unit.
- (2) The needs of minor children or family members who are ill, elderly, or persons with disabilities.
- (3) Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a member of the household.
- (4) Whether the head or co-head is determined to have a greater financial need for voucher assistance.

If a court issues a decision specifying which family members should receive continued voucher assistance, RHE must abide by the court's ruling.

8.9. DEPARTURE OF HEAD OF HOUSEHOLD

8.9.a. HOH Departure

If the Head of Household (HOH) decides he or she no longer wishes to reside with the household that is receiving the HAP Assistance, the HCV may not be transferred to the other family members. Only in the case of death of the HOH, military deployment, or for a reasonable accommodation of a disability may the voucher be transferred to other family members currently living in the assisted household.

8.9.b. Removal of Household Member

Families reporting that a member has left the household must provide verification of that departure. The landlord must also be notified of the pending household member's removal. Families must provide documentation of where the departing family member now lives. Examples of acceptable documents include an executed lease in the member's name, a new driver's license with a new address, or a current utility bill with a new address. At least two of the four mentioned verification documents must be provided. Self-certification cannot be used to verify a household member's departure unless approved by the Executive Director.

Consideration may be provided for families that are unable to provide documentation of the departing family member's new residence. The Head of Household must provide a reasonable

explanation why they are unable to provide documentation of the new residence or location of the departing household member along with documented efforts to obtain the location of the departing family member. If RHE deems the explanation not to be reasonable, RHE may choose not to allow the removal of the household member until sufficient documentation can be provided.

The family must remove the departing member from the lease agreement and provide RHE with a copy of the new lease before the family member can be removed. Families that are found to report a departing household member that is later determined by RHE to be in the household will be subject to the penalties associated with fraudulent reporting, which may include termination from the program, repayment of any HAP overpayments made due to the fraudulent statement, fines up to \$10,000, imprisonment of up to 5 years, and any other state or local government penalties that may apply.

For all changes in family composition, RHE will apply the appropriate payments based on the occupancy standards.

8.9.c. Death of a Family Member

If the HOH is the only family member and passes away, the Housing Assistance Payment subsidy will terminate at the end of the month in which the family member passed.

If the HOH is the only adult member, and the remaining household members are minors, the subsidy may continue with a temporary adult guardian residing in the unit until a court-appointed guardian is established. RHE will conduct the screen processes listed under “Determining Eligibility” on the temporary guardian. If the temporary guardian is a current participant in the HCV program, as a HOH, then the deceased HOH’s housing assistance payment and HAP contract with RHE will terminate at the end of the month in which the family member passed away. The minor children will then be added to the temporary guardian’s voucher household. Any situations in which the HOH passes away leaving minor children that fall outside of the above scenario will be evaluated on a case-by-case basis.

8.10. TERMINATIONS

8.11. OWNER TERMINATION OF TENANCY 24 CFR 982.310

An owner may terminate tenancy in accordance with the lease and/or for other reasons allowable by local, state, and federal laws.

The owner must comply with state and local law through the eviction process. The owner must give the family and RHE written notice of his/her intention to terminate the lease stating the grounds for the termination. The family is also required to give RHE a copy of any eviction notices from the owner.

8.12. HAP CONTRACT TERMINATION

24 CFR 982.453, 454, 455.

8.12.a. Automatic HAP Contract Terminations

The HAP contract terminates automatically if:

- (1) The family moves out of the unit.
- (2) The lease terminates.
- (3) The owner evicts the family.
- (4) Unit being abated over 60 days.

If the owner is pursuing eviction of the family, RHE will continue to make HAP payments until the owner receives a court judgment for eviction. In some cases, RHE, at its discretion, may continue to make assistance payments until the family moves or is evicted from the unit.

The HAP contract also terminates automatically 180 days after the last housing assistance payment to the owner when increases in family income have permitted the family to begin paying the full rent or if the family has been absent from the unit for more than 180 days.

8.13 HAP CONTRACT TERMINATIONS BY RHE

RHE will provide 30 days' notice to the owner and the family prior to terminating a HAP contract for any of the following reasons:

- (1) RHE's termination of housing assistance to the family.
- (2) RHE has required a family to move due to overcrowding in violation of HQS.
- (3) An owner's breach of contract including:
 - (a) HQS violations.
 - (b) Other contract violations.
 - (c) Violations under HAP contracts for other units.
 - (d) Drug trafficking or violent criminal activity.
 - (e) Fraud, bribery, or other corrupt or criminal act in connection with a federal housing program.

RHE may terminate the HAP contract if it determines it lacks adequate funding under its contract

with HUD.

The owner may terminate the HAP contract by giving notice to RHE and the tenant as required under terms of the lease between the owner and the tenant.

HAP contract terminations by owners of moderate rehabilitation units require a one-year notice to RHE.

8.14. TERMINATION OF ASSISTANCE - PROGRAM PARTICIPANT

RHE may terminate the assistance of a family that has violated any of the HCV program Family Obligations (Chapter 5, paragraph 5.6.) including any serious or repeated violation of the family's lease with the landlord.

RHE may terminate the assistance of a family if any member of the household or representative thereof engages in physical or verbal abuse toward RHE staff. Abuse may include, but is not limited to the use of profane language, yelling at RHE staff, or other verbal or physical assaults including direct or implied threats made against RHE staff or RHE staff's family members.

In addition, RHE may terminate assistance for any of the grounds for denial or termination of assistance set forth in Chapter 5 Paragraph 5.6, Reasons for Denial or Termination of Assistance.

RHE will provide the family and the owner 30 days' notice of its intention to terminate assistance, stating the reason for the termination. The family will have the opportunity to request an informal hearing.

8.15 VIOLENCE AGAINST WOMEN (VAWA) POLICY (See Appendix A – Emergency Transfers under VAWA)

8.15.a. Purpose and Applicability

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth Rockville Housing Enterprises (RHE) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. This Policy shall be applicable to the administration by RHE of all federally subsidized public housing and HCV rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

8.15.b. Goals and Objectives

This Policy has the following principal goals and objectives: Maintaining compliance with all applicable legal requirements imposed by VAWA; ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by RHE;

providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking; creating and maintaining collaborative arrangements between RHE, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, and stalking, who are assisted by RHE; taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RHE.

8.16. DEFINITIONS - AS USED IN THIS POLICY

8.16.a. Domestic Violence

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

8.16.b. Dating Violence

Means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (1) The length of the relationship.
- (2) The type of relationship.
- (3) The frequency of interaction between the persons involved in the relationship.

8.16.c. Stalking

- (1) Means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person.
- (2) To place under surveillance with the intent to kill, injure, harass, or intimidate another person.
- (3) In the course of or as a result of such following, pursuit, surveillance, or repeatedly committed acts to place a person in reasonable fear of the death, to cause serious bodily injury to, or to cause substantial emotional harm to:
 - (a) That person.
 - (b) A member of the immediate family of that person.

(c) The spouse or intimate partner of that person.

8.16.d. Actual and Imminent Threat

Refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential would occur.

8.16.e. Immediate Family Member

Means, with respect to a person:

- (1) A spouse, parent, brother, sister, child of that person, or an individual to whom that person stands in loco parentis.
- (2) Any other person living in the household of that person and related to that person by blood or marriage.

8.16.f. Affiliated Individual

With respect to an individual, means:

- (1) A spouse, parent, brother, sister, child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual).
- (2) Any individual, tenants, and lawful occupants.

8.16.g. Perpetrator

Means person who commits an act of domestic violence, dating violence, or stalking against a victim.

8.16.h. Bifurcate

Means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and state or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside as occupants.

8.16.i. Covered Housing Provider

Refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or

oversight of VAWA protections and includes PHA's, sponsors, owners, mortgagors, managers, state and local governments or agencies thereof, and nonprofit and for-profit organizations and entities.

8.17 ADMISSIONS AND SCREENING

Non-Denial of Assistance

RHE will not deny admission to public housing or to the HCV rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

8.17.a. Admissions Preference

Applicants for rental assistance from RHE will not receive a preference in admissions by virtue of their status as victims of domestic violence.

8.17.b. Mitigation of Disqualifying Information

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, RHE may, but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, RHE shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. RHE will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

8.18. TERMINATION OF TENANCY OR ASSISTANCE

8.18.a. VAWA Protections

Under VAWA, public housing residents and persons assisted under the HCV rental assistance program have the following specific protections, which will be observed by RHE:

- (1)** An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
- (2)** In addition to the foregoing, tenancy or assistance will not be terminated by RHE as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, or stalking engaged in by a member of the assisted household, a guest, or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this

criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations.

- (3) Nothing contained in this paragraph shall limit any otherwise available authority of RHE or an HCV owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither RHE nor an HCV owner or manager may apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than that applied to other tenants.
- (4) Nothing contained in this paragraph shall be construed to limit the authority of RHE or an HCV owner or manager to evict or terminate from assistance any tenant or lawful applicant if RHE, the owner, or manager, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

Removal of Perpetrator. Further, notwithstanding anything in paragraph 6.1 of PIH Notice 2017-08 or federal, state, or local law to the contrary, RHE or an HCV owner or manager, as the case may be, may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RHE. Leases used for all public housing operated by RHE and, at the option of HCV owners or managers, leases for dwelling units occupied by families assisted with HCV rental assistance administered by RHE, shall contain provisions setting forth the substance of this paragraph.

8.19. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

8.19.a. Requirement for Verification

The law allows, but does not require, RHE or an HCV owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this Policy. Subject only to waiver as provided in paragraph 7.3

of PIH Notice 2017-08, RHE shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RHE or an HCV owner or manager receiving rental assistance administered by RHE may elect to require verification or not to require it as permitted under applicable law.

8.19.b. Verification of a Claimed Incident

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, or stalking may be accomplished in one of the following ways.

8.19.c. HUD-Approved Form

By providing, to RHE or to the requesting HCV owner or manager, a written certification on the HUD form 5232, that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this Policy. The incident or incidents in question must be described in reasonable detail as required in the HUD approved form, and the completed certification must include the name of the perpetrator.

(1) Other Documentation

By providing to RHE documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, stalking, or the effects of the abuse. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this Policy. The victim of the incident or incidents of domestic violence, dating violence, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

(2) Police or Court Record

By providing to RHE a federal, state, tribal, territorial, or local police or court record describing the incident or incidents in question.

(3) Time Allowed to Provide Verification/ Failure to Provide

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, and who is requested by RHE to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time, will

result in loss of protection under VAWA and this Policy against a proposed adverse action.

(4) Waiver of Verification Requirement

RHE, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the RHE. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

8.20. CONFIDENTIALITY

8.20.a. Right of Confidentiality

All information (including the fact that an individual is a victim of domestic violence, dating violence, or stalking) provided to RHE in connection with a verification required under Chapter 8, paragraph 19 of this Policy or provided in lieu of such verification where a waiver of verification is granted shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

- (1) Requested or consented to by the individual in writing.
- (2) Required for use in a public housing eviction proceeding, as permitted in VAWA.
- (3) Otherwise required by applicable law.

8.20.b. Notification of Rights

All tenants of public housing and tenants participating in the HCV rental assistance program administered by RHE shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

8.21. TRANSFER TO NEW RESIDENCE

8.21.a. Application for Transfer

In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RHE will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or HCV tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if

the individual remains in the present dwelling unit.

8.21.b. Action on Applications

RHE will act upon such an application promptly, which shall be defined as 10 business days.

8.21.c. No Right to Transfer

RHE will make every effort to accommodate requests for transfer when suitable alternative vacant units are available, and the circumstances warrant such action. However, except with respect to portability of HCV assistance as provided in Chapter 8, paragraph 8.21.d. The decision to grant or refuse to grant a transfer shall lie within the sole discretion of RHE, and this Policy does not create any right on the part of any applicant to be granted a transfer.

8.21.d. Portability

Notwithstanding the foregoing, an HCV assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the HCV program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

8.22 COURT ORDERS/FAMILY BREAK-UP

8.22.a. Court Orders

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

8.22.b. Family Break-Up

Other RHE policies regarding family break-up are contained in RHE' Public Housing Admissions and Continuing Occupancy Policy (ACOP) and its HCV Administrative Plan.

(1) Relationships with Service Providers

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

foregoing, this Policy does not create any legal obligation requiring RHE either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. RHE' ACOP and Administrative Plan shall describe providers of shelter or services to victims of domestic violence with which RHE has referral or other cooperative relationships.

(2) Notification

RHE shall provide written notification to applicants, tenants, and HCV owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

(3) Relationship with Other Applicable Laws

Neither VAWA nor the implementation of this Policy shall preempt or supersede any provision of federal, state, or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, or stalking.

(4) Amendment

This Policy may be amended from time to time by RHE as approved by the RHE Board of Commissioners or its designated official.

8.23. PROGRAM INTEGRITY

RHE is committed to ensuring the most effective use of housing assistance funds to help the greatest number of low-income Rockville families possible. To that end, RHE seeks to identify and eliminate program abuse in any place it may emerge using internal file reviews, verification of submitted information, and follow up on referrals or allegations of program violations.

Any owner determined to have participated in fraudulent activity or other program abuse will be required to repay RHE as appropriate and may be barred from further participation in the HCV program.

A family that has failed to report household information accurately as required or who has participated in any type of fraud or program abuse will be required to repay any assistance inappropriately paid on its behalf. The family may be offered a repayment agreement or RHE may terminate the family's assistance. If the family signs but does not comply with a repayment agreement, RHE may terminate assistance. RHE will utilize HUD E- verification systems EIV or IVT to determine potential unreported income fraud, amounts over \$2,400 are required by HUD to be investigated for unreported income fraud.

8.24. INFORMAL REVIEWS AND HEARINGS

24 CFR 982.554-555

An informal review is offered to applicants who have been denied assistance for reasons other than ineligible immigration status. An informal hearing is offered to participants to review certain RHE decisions relating to a family's assistance and to applicants denied assistance due to ineligible immigration status.

RHE' HCV Hearing Officer will be the designated person, other than the person who made or approved the decision under review or a subordinate of that person, to conduct informal reviews and hearings.

8.24.a Informal Reviews for Applicants**8.24.b. When an Informal Review is Required**

The opportunity to request an informal review must be given to any applicant denied assistance or denied waiting list placement based on a preference claimed by the applicant.

8.24.c. When an Informal Review is NOT Required

An informal review is not required for:

- (1) RHE discretionary administrative determinations.
- (2) General policy issues or class grievances.
- (3) Assignment of the family's unit size under RHE' subsidy standards.
- (4) RHE' refusal to grant approval to lease a unit under the program or to approve a proposed lease.
- (5) RHE' determination that a unit selected by the applicant is not in compliance with HQS.
- (6) RHE' determination that the unit is not in accordance with HQS because of the family size or composition.

8.25 PROCESS

An applicant who is determined ineligible for assistance will receive a written notice providing:

- (1) The reason for the ineligibility determination.
- (2) A statement that the applicant has 10 calendar days from the date of the notice to request an informal review.

- (3) An explanation of informal review procedures.

RHE will hold the informal review within a reasonable period of time following receipt of the request.

The applicant will be given an opportunity to present written or oral objections to RHE' decision. After the informal review, the applicant will be notified in writing of the Hearing Officer's decision and the reasons. The determination of RHE' Hearing Officer is final.

8.26. INFORMAL HEARINGS FOR PROGRAM PARTICIPANTS

8.26.a. When Informal Hearings are Required

RHE must inform program participants of their right to an informal hearing to review whether RHE determinations on the following were in compliance with the law, HUD rules, and RHE policies:

- (1) Annual or adjusted income and the use of such income to compute the housing assistance payment.
- (2) Appropriate utility allowance for a participant family.
- (3) Family unit size.
- (4) Termination of assistance for a participant family because of the family's action or failure to act.
- (5) Termination of assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under RHE policy and HUD rules (or no more than 180 days).
- (6) A RHE decision to deny assistance to an applicant family on the basis of ineligible immigration status.

8.26.b. When Informal Hearings are NOT Required

- (1) Discretionary administrative determinations by RHE.
- (2) General policy issues or class grievances.
- (3) Establishment of RHE' schedule of utility allowances for participant families.
- (4) A RHE determination not to approve an extension or suspension of an HCV term.
- (5) A RHE determination not to approve a unit or a lease.

- (6) A RHE determination that an assisted unit is not in compliance with HQS. However, breach of HQS due to tenant-caused action, if resulting in termination of assistance, would require an informal hearing.
- (7) A RHE determination that the unit is not in accordance with HQS because of the family size.
- (8) A determination by RHE to exercise or not to exercise any right or remedy against the owner under a HAP contract.

8.27. INFORMAL HEARING NOTICE REQUIREMENTS

Upon making any decision for which a participant has a right to an informal hearing, RHE will provide the participant written notice of the decision stating that the participant has the right to request an informal hearing in writing. The participant will have 10 calendar days from the date of the notice to request the informal hearing.

If the family does not request a hearing within 10 calendar days, the termination will stand. If a family cancels a scheduled hearing the family must provide documentation that the cancellation was for just cause. Just cause can include, but is not limited to a medical appointment/emergency, an unanticipated work obligation, or other reason justifiable by RHE. If documentation of the reason of the cancellation is not provided the hearing will not be reschedule and the termination will stand. The family is not terminated from the program until the hearing has been completed or forfeited, and the final decision is rendered. The family will still be able to continue their assistance during the termination process. The family's rights under portability and other program moves may be suspended during the termination process.

Notice of a determination of annual or adjusted income, utility allowances, and the family's unit size states that the family may ask for an explanation of the basis of RHE' determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

In all other cases where an informal hearing is required, RHE must give the family prompt written notice that the family may request a hearing.

The termination notice must contain:

- (1) A brief statement of reasons for the decision.
- (2) A statement that if the family does not agree with the decision, the family may request an informal hearing on the decision in writing.
- (3) A statement of the deadline for the family to request an informal hearing (within 10 calendar days of the notification).
- (4) A description of informal hearing procedures.

- (5) Effective date of termination, if no hearing is requested.

8.28. INFORMAL HEARING PROCEDURE

RHE must proceed with an informal hearing in a reasonably expeditious manner upon the family's request.

The HCV Hearing Officer conducts the informal hearings. RHE staff will present a summary of the case and any pertinent information (records and regulations) to the family and Hearing Officer who will determine whether to uphold or reverse the recommendation of RHE staff.

8.28.a. Discovery

Prior to the hearing, the family will be given the opportunity to examine any RHE documents that are directly relevant to the hearing. The family must be allowed to receive copies of any such document(s) at the family's expense. If RHE does not make the document(s) available for examination upon the family's request, RHE may not rely on the document at the hearing.

RHE must be given the opportunity to examine, at the RHE office before the RHE hearing, any family documents directly relevant to the hearing. RHE must be allowed to copy any such document at RHE' expense. If the family does not make the document(s) available for examination upon RHE' request, the family may not rely on the document at the hearing. The term "document" includes records and regulations.

(1) Family Representation

At its own expense, the family may be represented by a lawyer or other representative.

(2) Evidence

RHE and the family must be given the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(3) Rendering a Decision

The Hearing Officer must issue a written decision, briefly stating the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole, shows that the fact sought to be proved is more probable than not. A written copy of the hearing decision shall be furnished promptly to the family.

(4) Effect of Decision

RHE is not bound by a hearing decision when it:

- (a) Concerns a matter for which RHE is not required to provide an opportunity for an informal hearing or that otherwise exceeds the authority of the person conducting the hearing under RHE' hearing procedures.
- (b) Is contrary to HUD regulations or requirements or otherwise contrary to federal, state, or local law.

If RHE determines that it is not bound by a hearing decision, RHE must promptly notify the family of the determination and of the reasons for the determination.

8.29 REASONABLE ACCOMMODATIONS

RHE will provide reasonable accommodations and modifications in accordance with HUD regulations. Reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities.

HUD defines a reasonable accommodation as a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations. Please note that the Americans with Disabilities Act (ADA) often refers to these types of accommodations as “modifications.”

Under Section 504 and the ADA, public housing agencies, other federally-assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications *unless providing them would be an undue financial and administrative burden or a fundamental alteration of the program.*

All reasonable accommodation requests, whether listed in this procedure or not, must be carefully evaluated on a case-by-case basis in compliance with federal, state, and local disability rights laws.

RHE is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If a person's disability is obvious, readily apparent, or otherwise known to the provider, and if the need for the requested accommodation or modification is also readily apparent or known, then the provider may not request any additional information. If the disability and/or the disability-related need for the requested accommodation or modification is not known or obvious, RHE will request only information that is necessary to evaluate the disability and/or disability-related need for the accommodation. This information may be from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.

8.29.a. Submittal of Reasonable Accommodation Requests

To request a reasonable accommodation, the participant must submit a properly completed RHE reasonable accommodation request packet. If the participant cannot use the RHE reasonable accommodation request packet, the participant may request the packet be provided in an equally effective format or means of communication. The participant may also submit an alternative form to request the reasonable accommodation that contains the same information as requested in the RHE reasonable accommodation packet.

Reasonable accommodations must be renewed annually by the participant for any accommodation for a person with a disability that is not verified through a Social Security Disability determination. Reasonable accommodations that are not renewed annually will automatically terminate.

RHE has 30 calendar days from the date of the reasonable accommodation submission to render a decision unless the requested party is informed in writing that additional time is needed.

All decisions to approve or deny reasonable accommodation requests will be communicated in writing.

8.29.b. Reasonable Accommodation Denial

When RHE denies a requested accommodation or modification, RHE will discuss with the requester whether there is an alternative accommodation or modification that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden.

CHAPTER 9: SPECIAL PROGRAMS

9.1. MODERATE REHABILITATION SINGLE ROOM OCCUPANCY (SRO): THE JEFFERSON

The Jefferson is an HCV Moderate Rehabilitation Single Room Occupancy (SRO) program for homeless individuals recovering from substance abuse and receiving case management services from the Community Ministries of Rockville, Inc. Community Ministries owns the building, which was built in the 1800's and converted to five units for residents.

Residents of The Jefferson receives services to strengthen their ability to transition from homelessness to stable residency. The program provides opportunities for men to practice personal care, community chores, meal planning and cooking, and other independent living skills. Other program goals include improving client employment and/or employability through school and paid or volunteer work experience.

A separate waiting list for The Jefferson will be maintained by the property manager, Community Ministries. RHE will keep a copy of the site-based waiting list and selections made from the list.

Jefferson residents must execute and abide by a service agreement with Community Ministries. Non-compliance will result in termination of residency at The Jefferson.

All policies and regulations previously described in this Plan apply except as indicated below.

With the exception of the application and waiting list procedures, moves and portability, policies described in the Plan are applicable to occupancy at The Jefferson.

Like landlords in the HCV program, Community Ministries may submit an annual rent increase request to RHE. Rent increases for moderate rehabilitation units are determined by a HUD formula and must be determined reasonable in comparison to rents for similar unassisted properties in the neighborhood. The rent increase formula applies HUD's annual adjustment factor to the base rent, then adds an amount for debt service specified in the HAP contract for the development

9.2. HOUSING CHOICE VOUCHERS FOR MAINSTREAM DISABLED

RHE administers 50 vouchers through HUD's Mainstream Disabled program. Mainstream vouchers (also formerly known as Mainstream 5-Year Vouchers or Section 811 Vouchers) are tenant-based vouchers that serve a special population of households. All mainstream vouchers will now serve households that include a non-elderly person(s) with disabilities, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial Housing Assistance Payment (HAP) contract, (i.e., the effective date of the New Admission [action code =1] on the form HUD-50058 (or form HUD-50058 MTW).

Mainstream vouchers are bound by the policies of this Plan, except for the order of selection which is described in the following paragraph.

9.2.a. Applications for Mainstream Vouchers

Applications for mainstream vouchers are placed on the housing voucher waiting list based on preference and date and time of application. When a mainstream voucher becomes available, RHE will select a voucher family from the waiting list in which any member of the household is disabled and is at least 18 years old and not yet 62 years old at the effective date of the initial Housing Assistance Payment contract (HAP contract) and assign the mainstream voucher to that family.

An applicant eligible for a mainstream voucher may be selected for routine housing choice vouchers if the applicant is at the top of the waiting list and the next available voucher is a routine voucher.

If the housing voucher waiting list has an inadequate number of applicants eligible for the mainstream program, RHE may open the waiting list only for mainstream applications.

9.2.b. Eligibility: Definition of Person with Disabilities

A person with disabilities is a person who:

- (1) Has a disability as defined in Section 223 of the Social Security Act:
 - (a) Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months.
 - (b) In the case of an individual who attained the age of 55 and is blind and unable by reason of blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- (2) Is determined, pursuant to regulations issued by the Secretary, 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.
 - (c) Is of such a nature that such ability could be improved by more suitable housing conditions.

- (3) Has a developmental disability defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act as a severe chronic disability that:
 - (a) Is attributable to a mental or physical impairment or combination of mental and physical impairments.
 - (b) Is manifested before the person attains age 22.
 - (c) Is likely to continue indefinitely.
 - (d) Results in substantial functional limitation in three or more of the following areas of major life activity: (a) self-care, (b) receptive and responsive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, and (g) economic self-sufficiency.
 - (e) Reflects the person's need for a combination and sequence of special interdisciplinary generic care treatment or other services that are of lifelong or extended duration and are individually planned and coordinated.
- (4) The definition of a person with disabilities does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
- (5) No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

9.3. THE FAMILY SELF-SUFFICIENCY PROGRAM (FSS)

24 CFR 984

Family Self-Sufficiency (FSS) promotes the development of local strategies to coordinate use of rental vouchers with public and private resources to help low-income residents become self-sufficient through education, job training, counseling, case management, and other supportive services.

Families wishing to participate in the FSS program apply to the Voucher FSS Coordinator and may be enrolled immediately or placed on an FSS waiting list. Before a household is enrolled, the FSS Coordinator conducts a needs assessment and works with the family to agree on appropriate goals for the family.

FSS families sign a five-year contract with RHE, through which each commits to take specific steps to move the family toward financial independence. As a FSS program participant achieves his or her established goals, RHE makes deposits in an escrow account which the family can claim upon successful completion of the FSS contract.

Successful completion of the contract requires finishing the interim and final goals agreed to in the contract. In addition, the FSS household must not receive any welfare assistance for the 12-

month period prior to contract completion. The escrow account is forfeited if the family fails to fulfill its requirements within the five-year contract term or any extension of the term.

Extensions of the FSS contract are permitted only when situations beyond a family's control prevent it from completing its contract within five years. One extension of two years or less is permitted.

RHE' FSS policies are found in its FSS Action Plan.

9.4 HOUSING CHOICE VOUCHER HOMEOWNERSHIP OPTION

RHE' homeownership option is designed to promote and support homeownership by a first-time homeowner, a family that meets the definition of this Plan. It allows one or more members of the family to purchase a home. HCV payments supplement the family's own income to facilitate the transition from rental to homeownership. The initial availability of these assistance payments helps the family pay the costs of homeownership and may provide additional assurance for a lender so that the family can finance the purchase of the home.

9.4.a. Family Participation Requirements 24CFR 982.626

In order to encourage a successful transition from rental housing to homeownership, this program shall be open only to those who are being assisted by the RHE HCV program. A port-in client must be absorbed by RHE to qualify for HO Participation. During this period, all program requirements and family obligations will have been complied with and the family is a tenant in good standing for at least one year. Additionally, a family must meet the requirements for continued participation in the RHE HCV program.

There is no limit, subject to HUD regulations, on the number of RHE vouchers to be utilized for homeownership at any one time.

- (1) The family is qualified to participate as set forth in Chapter 3 and Chapter 9, paragraph 9.4.b. of this Plan.

Families in the Public Housing (PH) program must become an HCV participant prior to enrolling into the HCV homeownership program. If the family is a participant in the PH program and is "Purchase Ready," the family may be eligible to receive preference points on the waitlist for the HCV program to transition from PH to HCV via homeownership.

- (2) The unit to be purchased is eligible as set forth in Chapter 9, paragraph 9.4.c. of this Plan.
- (3) The family has satisfactorily completed the required pre-assistance homeownership counseling.

9.4.b. Family Eligibility Requirements
24CFR 982.627

Any HCV family may participate in the HCV homeownership program that meets the eligibility requirements to purchase rather than rent a home, and is subject to the following:

- (1) The family has been admitted to the HCV program and desires to participate in the homeownership program.
- (2) At the commencement of homeownership assistance, the family must be one of the following:
 - (a) A first-time homeowner.
 - (b) A family, of which a family member is a person with disabilities and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such a person. The family must demonstrate the homeownership option is the only housing option available to meet the reasonable accommodation.
- (3) At the commencement of homeownership assistance for all families including elderly and disabled families, the family must demonstrate that its total annual income of at least \$40,000 and or be able to obtain a mortgage without voucher subsidy of at least \$130,000.
- (4) The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:
 - (a) Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week). And meeting the above noted income and/or mortgage qualification requirements.
 - (b) If self-employed, earns a net income (income after business expenses have been deducted) that meets the above noted income and/or mortgage qualification requirements.
 - (c) Has been consistently employed during the year before the commencement of homeownership assistance for the family.

“Consistently employed” is defined as steady employment that may or may not include an interruption in employment lasting up to two months.

The employment requirement does not apply to an elderly and/or a disabled family. However, any non-wage income received must meet the above noted income and or mortgage qualification standards.

- (5) RHE shall not commence homeownership assistance for a family if any family members have previously received assistance under the homeownership program or has defaulted on a mortgage securing debt incurred to purchase a home.
- (6) RHE requires a family to have no indebtedness to RHE or any other PHA, nor be in a current repayment agreement with RHE or another PHA.
- (7) RHE may deny approval of a seller of a home to a family receiving homeownership assistance for any reason provided for the disapproval of an owner under the HCV rental program. These reasons include, but are not limited to:
 - (a) Violations of the HAP contract.
 - (b) Committing fraud, bribery, or any other corrupt or criminal acts in connection with any federal housing program.
 - (c) Engaging in drug-related or violent criminal activity.
 - (d) Non-compliance with HUD's housing quality standards.
 - (e) Failing to meet state or local housing codes.
 - (f) Failure to pay state or local real estate taxes, fines, or assessments.

9.4.c. Eligible Units
24CFR 982.628

- (1) Any unit that is eligible under the HCV program is eligible for this program except the restriction that an independent entity must perform administrative duties for a unit owned by RHE. These duties must include a review of the contract of sale, perform a Housing Quality Standards (HQS) inspection, review the independent inspection report, and determine the reasonableness of the sales price and any PHA-provided financing. (September 17, 2003 Final Rule)

Ineligible housing includes a unit occupied by its owner or by a person with any interest in the dwelling unit. The types of eligible units are:

- (a) Single family dwellings.
 - (b) Condominiums.
 - (c) Cooperatives.
- (2) The unit must be either already existing or under construction at the time RHE determines that the family is eligible for homeownership assistance, prior to

entering into a contract of sale.

- (3) The unit must satisfy a RHE HQS inspection and have been inspected by an independent inspector designated and paid for by the family.
- (4) The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.

9.4.d. Searching for a New Home
24CFR 982.629

Because the financial health of RHE' HCV program depends upon having units either under lease or being purchased, it is necessary for RHE to limit the amount of time a family can take between the time an HCV is issued to the family and the time a home is identified that the family wishes to purchase. Normally, families will have up to 120 days to locate an appropriate property and notify RHE. If extraordinary difficulties are encountered, the family can request one thirty-day extension that may be granted at the sole discretion of RHE. If an extension is requested and granted, the family will update RHE in writing every two weeks to update RHE on the progress of their search.

Once a suitable property has been located and an agreement to purchase contract is entered into, RHE will determine the maximum time in which the closing must occur, and the family takes occupancy of the property. This time frame will vary depending on market conditions and construction completion schedules if the home is under construction. Failure to complete the home purchase process does not disqualify the family from continued participation in the HCV program.

If the family is unable to locate a suitable home to purchase, they can request that the HCV be converted into an HCV rental assistance voucher. This conversion request must be made before the voucher expires. Approval of the request will be at the sole discretion of RHE, with the decision being based on the effort exerted by the family and the condition of the marketplace.

Additional extension time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

9.4.e. Homeownership Counseling
24CFR 982.630

Before commencement of homeownership assistance for a family, the family must attend and complete a pre-purchase homeownership and housing counseling program. The family must receive a written certification of completion and be deemed "mortgage ready."

Among the topics, at a minimum, the counseling program will cover:

- (1) Home maintenance (including the care of the grounds).

- (2) Budgeting and money management.
- (3) Credit counseling.
- (4) Negotiate the purchase price of a home.
- (5) Financing.
- (6) Locating a home.
- (7) De-concentration issues.
- (8) Fair Housing and predatory lending.
- (9) Truth in Lending Laws.

Upon successful completion of the homeownership counseling program and income eligibility recertification, the family will be issued a homeownership voucher and referred to a participating financial institution to be pre-qualified for an affordable home. RHE will provide the financial institution with the family's estimated homebuyer subsidy for inclusion in the qualification determination.

9.4.f. Home Inspections
24CFR 982.631

RHE will not commence homeownership assistance for a family until RHE has inspected the unit and has determined that the unit passes HQS. The unit must also be inspected by an independent professional inspector selected and paid for by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and roofing, plumbing, electrical, and heating systems. The unit must pass a termite or wood destroying organism report, radon testing, lead-based paint testing for homes built before January 1st 1973, and any other requirements as determined by the State of Maryland. The independent inspector must be qualified to report on property conditions, including major building systems and components, RHE may not require a family to use an independent inspector selected by RHE. The independent inspector may not be a RHE employee or contractor or other person under the control of RHE. The independent inspector shall be certified by the American Society of Home Inspectors (ASHI) or be a regular member of the National Association of Home Inspectors (NAHI), the State Association of Building Inspectors, or be accepted by local lending institutions. It shall be the responsibility of the family to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to RHE. RHE will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with HQS, RHE shall have the discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

9.4.g. Contract of Sale

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give RHE a copy of the contract of sale. The contract of sale must:

- (1) Specify the price and other terms of the sale by the seller to the purchaser.
- (2) Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser, in addition to the HQS inspection by RHE.
- (3) Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
- (4) Provide that the purchaser is not obligated to pay for any necessary repairs.
- (5) Provide that the purchaser is not obligated to purchase if the financing is not approved by RHE.
- (6) Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.

9.4.h. Financing the Purchase of the Home
24CFR 982.632

RHE has established requirements for financing the purchase of a home under the HCV homeownership program. This may include the qualification of lenders, terms of financing, debt restrictions secured by the home, and debt affordability. RHE may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms. Lenders must be willing to accept direct payment from RHE.

- (1) A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.
- (2) The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low- income family.
- (3) If a home is purchased using FHA insurance, it is subject to FHA mortgage insurance requirements.
- (4) RHE will approve a family's request to utilize its Family Self Sufficiency escrow account for down payment and/or closing cost when purchasing a unit under the

HCV homeownership program, per FSS program policies.

- (5) As a check against predatory lending, RHE will review the financing and refinancing of each purchase transaction including estimated closing costs. RHE will not approve loans with features such as: balloon payments, adjustable-rate mortgages (ARMs), and unusually high interest rates. RHE will not approve any loans that contain predatory practices. RHE will not approve “seller financing” or “owner held” mortgages. While RHE will provide a determination on the affordability of a loan to a program participant, RHE will rely on the lenders or the secondary market to make a final determination.
- (6) RHE will not approve financing where the family’s tenant share would exceed 50% of the family’s monthly adjusted income. Any exception to this provision must be approved by the Homeownership Coordinator.
- (7) All mortgage loans must close within the period of time established by RHE at the time the purchaser and seller enter into their sale contract.

9.4.i. Requirements of Continuing Assistance
24CFR 982.633

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, RHE may not continue homeownership assistance after the month in which the family moves. The family or lender is not required to refund homeownership assistance to RHE for the month in which the family moves.

The family must comply with the following obligations:

- (1) The family must attend and complete ongoing post-purchase homeownership and housing counseling before the end of the first, fifth, tenth, thirteenth, and fourteenth years of assistance in order for homeownership assistance to continue.
- (2) Family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
- (3) 24CFR 982.551. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:
 - (a) The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
 - (b) The composition of the assisted family residing in the unit must be approved by RHE. The family must promptly inform RHE of the birth, adoption, or court-ordered custody of a child. The family must request RHE approval to add any other family member as an occupant of the unit.

- (c) The family must promptly notify RHE if any family member no longer resides in the unit.
 - (d) If RHE has given approval, a foster child or a live-in aide may reside in the unit.
 - (e) Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
 - (f) The family must not rent, lease, sublease or sublet the unit.
 - (g) The family must not assign the mortgage or transfer the unit.
 - (h) The family must supply any information or certification requested by the agency to verify that the family is living in the unit or relating to the family's absence from the unit, including any housing authority requested information or certification on the purposes of family absences. The family must cooperate with RHE for these purposes. The family must promptly notify RHE of their absences from the unit.
- (4) The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
- (5) Upon the death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Chapter 9, paragraph 9.4.i. above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.
- (6) The family shall supply RHE with any required information requested by RHE. In particular this shall include information relating to the following:
 - (a) Citizenship or related immigration matters.
 - (b) Family income, assets, and composition.
 - (c) Social security numbers.
 - (d) Any mortgage or other debt placed on the property including refinancing of such debt.
 - (f) Any sale or other transfer of any interest in the home.

- (e) The family's homeownership expenses.
- (7) The family must notify RHE before the family moves out of the home.
- (8) The family must notify RHE if the family defaults on mortgage securing any debt incurred to purchase the home.
- (9) During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.
- (10) Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.
- (11) The family must secure the written permission of RHE before it refinances any debt secured by the home or places any additional secured debt on the property.
- (12) The family must assure RHE that all real estate taxes and other local applicable fees including, but not limited to HOA fees and other utility related expenses were paid on a timely basis. If they are not paid, assistance shall be terminated.
- (13) RHE retains the right to conduct an HQS inspection, at any time, if there is a complaint on the condition of a home that is being assisted or if RHE observes a home that is not in compliance with HQS standards. RHE will require the family to participate in additional post-purchase counseling and require the family to bring the home up to HQS standards within 30 days. Failure of the family to comply may result in termination of assistance.

In order for non-elderly and non-disabled family to continue being assisted, they must continue to fulfill the employment requirement of an average of a minimum of 30 hours per week or meet the minimum income/mortgage qualification standards. In cases of unemployment, an adult homeowner will re-secure employment within 90 days, unless a documented hardship exists. In the event of a documented hardship (i.e. layoff, company closure, death of a working adult, federal disaster, etc.), the head of household must provide, on a monthly basis, to the Homeownership Coordinator verification that he or she is attempting to pursue employment. The homeowner must show a plan to return to work in order to remain eligible for the program. After six months on unemployment, the homeowner may be terminated from the HCV homeownership program. The employment mandate will be applied to all current HO participants retroactively.

9.4.j. Maximum Term of Homeownership Assistance
24CFR 982.634

Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage

incurred to finance purchase of the home has a term of 20 years or longer or ten years, in all other cases.

The maximum term described in the preceding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.

As noted in the first paragraph of this section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program.)

If the family has received such assistance for different homes or from different housing authorities, the total of such assistance terms is subject to the maximum term described in the first paragraph of this section.

9.4.k. Amount and Distribution of Monthly Homeownership Assistance
24CFR 982.635

9.4.k.i While the family is residing in the home, RHE shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

- (1) The payment standard minus the total tenant payment.
- (2) The family's monthly homeownership expenses minus the total tenant payment.

9.4.k.ii. The Payment Standard for a Family. The payment standard for a family is the lower of:

- (1) The payment standard for the family unit size.
- (2) The payment standard for the size of the home.

If the home is located in an exception payment standard area, RHE will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

- (1) The payment standard, as determined above in Chapter 9, paragraphs 9.4.k.i. and

9.4.k.ii., at the commencement of homeownership assistance for occupancy of the home.

- (2) The payment standard, as determined above in Chapter 9, paragraphs 9.4.k.i. and 9.4.k.ii., at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

RHE will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

9.4.k.iii. A Family's Homeownership Expenses Shall include the Following Items:

- (1) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home.
- (2) Real estate taxes and public assessments on the home.
- (3) Home insurance.
- (4) RHE allowance schedule for maintenance expenses, including annual sewer tap fees.
- (5) The allowance schedule for costs of major repairs and replacements.
- (6) RHE' utility allowance for the home.
- (7) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements, or improvements for the home.

If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, and if RHE determines that the allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

9.4.k.iv. If the home is a condominium unit, homeownership expenses may also include condo operating charges or maintenance fees assessed by the condo homeownership association.

9.4.k.v. RHE will pay homeownership assistance payments directly to the family as instructed by the family either by direct deposit to the family's bank account or by check to the family and lender on behalf of the family. If there is any excess assistance, it will be paid to the family.

- 9.4.k.vi.** Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment is paid on behalf of the family. However, RHE retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

9.4.l. Homeownership Portability
24CFR 982.636

- 9.4.l.i.** A family may qualify to move outside the initial RHE jurisdiction with continued homeownership assistance under the voucher program. Families determined eligible for homeownership assistance by RHE may purchase a unit outside the jurisdiction if:

- (1) They meet RHE' normal requirements for portability under the rental program.
- (2) The receiving housing authority is administering a voucher homeownership program and the family meets the receiving housing authority's eligibility requirements.
- (3) The receiving housing authority is accepting new homeownership families.

- 9.4.l.ii.** Conversely, if RHE has slots open in its homeownership program, and RHE is currently absorbing vouchers, it will accept homeowners exercising portability from another program and absorb such families, if possible.

- 9.4.l.iii.** In general, the portability procedures in RHE' Plan for rental housing apply to the homeownership option. The administrative responsibilities of the initial and receiving's housing authorities are not altered except that some administrative functions do not apply to the homeownership option.

- 9.4.l.iv.** The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for and the physical condition of the unit are acceptable. The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by RHE.

9.4.m. Moving with Continued Tenant-Based Assistance
24CFR 982.637

- 9.4.m.i.** A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with the homeownership option program requirements.) RHE will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. No more than one move per year may occur in the program.

9.4.m.ii. RHE must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. In addition, RHE will require refresher counseling prior to each subsequent move. However, the following requirements do not apply:

- (1) The requirement for pre-purchase counseling is not applicable.
- (2) The requirement that a family must be a first-time homeowner is not applicable.

9.4.m.iii. RHE may deny permission to move with continued rental or homeownership assistance if RHE determines that it does not have sufficient funding to provide continued assistance.

9.4.m.iv. At any time RHE may deny permission to move with continued voucher assistance in accordance with the next section.

9.4.n. Denial or Termination of Assistance for Families
24CFR 982.638

9.4.n.i. At any time, RHE may deny or terminate homeownership assistance in accordance with the HCV program requirements. 24CFR 982.552

9.4.n.ii. The same restrictions on admission or continued assistance regarding criminal activities shall apply to the homeownership program as the HCV program. 24CFR 982.553

9.4.n.iii. RHE may deny or terminate assistance for violation of participant obligations as described in the HCV program and/or the Statement of Homeownership Obligations. 24CFR 982.551 & 24CFR 982.633

9.4.n.iv. RHE must terminate voucher assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home or any refinancing of such debt.

RHE, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance if the family can show that the default was for reasons beyond its control. However, RHE will deny such permission, if:

- (1) The family defaulted on an FHA-insured mortgage.
- (2) The family fails to demonstrate that:
 - (a) The family has conveyed title to the home, as required by HUD, to HUD, or HUD's designee.

- (b) The family has moved from the home within the period established or approved by HUD.
- (c) In the event the family sells the home during the homeownership voucher subsidy period, the family must repay RHE 100% of the HAP subsidy received from any sales proceeds.

If the family receives sales proceeds that are greater than the HAP subsidy received by the family, the family must repay RHE 100% of the HAP subsidy. If the family keeps any profits beyond what is paid to RHE, they will not be entitled to a tenant-based voucher. If the family repays RHE 100% of their sales proceeds, which includes 100% repayment of the HAP subsidy and all profits in excess, the family will be eligible for a tenant-based voucher.

If the family receives sales proceeds that are less than the HAP subsidy received by the family, the family shall repay RHE using ALL of their sale proceeds. The family is not obligated to pay the remaining HAP amount. Once a family does this, they will be eligible for a tenant-based voucher pending all other eligibility requirements are met.

- 9.4.n.v.** In making the decision to terminate homeownership assistance, RHE will consider alternatives and other factors and may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in the program regulations and the Plan.

9.4.n.vi. Informal Hearings 24 CFR 982.555

An informal hearing will be provided for participants who are being terminated from the HCV program because of the family's action or inaction to act as provided in 24 CFR 982.552. The rules and procedures set forth in Chapter 8, paragraph 26 of the Plan will apply.

9.4.o. Default

Upon the conclusion of the homeownership program participation period, if the family does not have sufficient income to pay the mortgage without voucher assistance, the family may:

- (1) **Choose not to receive a tenant-based voucher.** If the family sells the home and the sales proceeds are greater than the HAP subsidy received by the family, the family must repay RHE 100% of the HAP subsidy. If the family keeps any profits beyond what is paid to RHE, they will not be entitled to a tenant-based voucher.

- (2) **Choose to receive a tenant-based voucher (recapture).** If the family has not defaulted but has a documented hardship, RHE will review the hardship. Based upon extenuating circumstances, RHE may allow the family to return to the HCV rental assistance program. In order to return to the rental program, the family will be required to dispose of the homeownership unit prior to receiving any rental assistance.

Once the home is sold:

- (a) If the family repays RHE 100% of their sales proceeds, which includes 100% repayment of the HAP subsidy and all profits in excess, the family will be eligible for a tenant-based voucher.
- (b) If the family receives sales proceeds that are less than the HAP subsidy received by the family, the family shall repay RHE using ALL of their sale proceeds, and the family is not obligated to pay the remaining HAP amount. Once a family does this, they will be eligible for a tenant-based voucher.

Default actions can also include:

- (1) Non-payment of HOA fees.
- (2) Non-payment of other required local or ownership fees, including utilities, tap fees, and/or other required fees that result in a lien being placed on the home.

9.5. HOUSING CHOICE VOUCHER PROJECT-BASED PROGRAM
24 CFR 983

9.5.a RHE has established a Project-Based Voucher (PBV) program with the objectives to:

- (1) Increase the supply of affordable housing in the city of Rockville.
- (2) Allow for the integration of housing and supportive services, such as job training and case management and housing for the disabled and veterans.
- (3) Coordinate resources of public and non-profit agencies with similar missions.
- (4) Utilize the PBV program to facilitate conversion of public housing units to the voucher program funding platform.

9.5.b. Components of the Program

9.5.b.i. RHE may authorize up to 50 percent of its HCV program budget authority to PBV units. 24CFR983.6. Exceptions to this limit are provided under HUD's voluntary conversion guidelines.

RHE MTW Activity 9 – Increase PBV Program Cap

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The number cap of vouchers that can be project-based will not exceed 50%. This activity applies to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs.

- 9.5.b.ii.** Units may be existing, new construction, or rehabilitated. No more than 25% of the units in any building may be assisted with PBV with the exception that single family units, i.e., 1-4 units in a building, and excepted units in a multi-family building that are specifically made available for elderly or disabled families or families receiving supportive services. 24CFR983.52

RHE MTW Activity 10 – Increase PBV Project Cap

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The percentage cap of project-based vouchers that can be project-based in a building or project is 100%. This activity applies to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs.

9.5.c. Participation Requirements

- 9.5.c.i.** RHE must conduct a competitive selection process. 24CFR983.51

RHE MTW Activity 11 – Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The selection process in the award of project-based vouchers to properties owned by RHE that are not public housing without engaging in an initiative to improve, develop, or replace a public housing property on site is eliminated. This activity affects RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs.

- 9.5.c.ii.** Prospective owners or developers must respond to a Request for Proposals (RFP) issued by RHE.
- 9.5.c.iii.** RHE will evaluate RFP responses according to the following selection criteria established during the RFP process.
- 9.5.c.iv.** All proposed projects must have the approval of RHE's Board of Commissioners, meet HUD's HQS, and have an executed Housing Assistance Payments (HAP) contract.

9.5.d. Units Eligible for PBV

- (1) PBV units must be in compliance with RHE' goals, civil rights requirements, HQS, and HUD's required site selection standards. 24CFR983.57.

RHE MTW Activity 8 – HQS Third-Party Requirement

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The requirement to have a third-party perform HQS inspections on project-based voucher units owned, managed, or controlled by RHE is removed.

- (2) For units to be considered for an exception to the 25% cap in a building and that exception is based on providing supportive services, the services must be designed as services essential for maintaining or achieving independent living such as counseling, education, job training, health care, mental health services, alcohol and/or other substance abuse services, childcare services, and/or case management services.
- (3) Proposed rents for PBV units must meet rent reasonableness requirements.

RHE MTW Activity 7 – Rent Reasonableness – Third-Party Requirement

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The requirement to have a third-party perform rent reasonableness determinations on project-based voucher units owned, managed, or controlled by RHE is removed.

9.5.e. Units Not Eligible for PBV

24CFR983.53

- (1) Shared Housing.
- (2) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution.
- (3) Nursing homes or facilities providing continuous psychiatric medical, nursing service, board and care, or intermediate care.
- (4) Units that are owned or controlled by an educational institution and are designated for occupancy by students of the institution.
- (5) Manufactured homes.
- (6) Cooperative housing.

- (7) Transitional housing.
- (8) High rise elevator units for families with children.
- (9) Owner occupied units.
- (10) Units occupied by an ineligible family.
- (11) Units subsidized by any governmental rent subsidy or any governmental subsidy that covers all or any part of the operating costs of the housing.

9.5.f. Eligible Applicants for PBV Units

- (1) Applicants must meet the eligibility requirements for the Housing Choice Voucher program. (See Chapter 3)
- (2) Persons who will reside in the PBV units must come from the RHE wait list or be referred by the owner as referenced in the HAP contract between RHE and the owner.
- (3) As in the tenant-based HCV program, RHE will not screen applicants for behavior or rent history. This is the responsibility of the owner.
- (4) If an owner denies an applicant from their specific project-based voucher development wait list, that denial will not affect the applicant's position on RHE' wait list.

9.5.g. Project-Based Voucher Waiting List

- 9.5.g.i.** Each PBV site will have a site-based waiting list that will be maintained by the PBV owner or property manager. RHE will maintain a copy of that waiting list.

RHE will have one waiting list for tenant-based vouchers and a separate waiting list for the following PBV properties.

- 1. Scattered Sites and Scarborough Square
- 2. Fireside Park – with a preference for developmentally disabled adults (working with Jubilee must qualify for Medicaid live in aid services)
- 3. Victory Court – near elderly/elderly preference
- 4. Bealls grant – adults with behavioral health issues
- 5. Community Ministries – SRO elderly disabled

- 9.5.g.ii.** Applicants may apply to both the tenant-based site waiting list and or the project-based site waiting list.

- 9.5.g.iii.** An applicant on the tenant-based waiting list that meets the selection criteria for a site-

based PBV waiting list may be placed on the applicable site-based waiting list.

- 9.5.g.iv.** Applicants may be referred to apply for the site-based waiting list by the owner as referenced in the HAP contract between RHE and the owner.

9.5.h. Leasing and Occupancy

- 9.5.h.i.** Leasing and occupancy requirements for the PBV program are the same as for the tenant-based voucher program, (see Chapter 7) except that portability provisions do not apply as the subsidy is tied to the project rather than the tenant. A PBV program participant must be on RHE' tenant-based voucher wait list and be offered a tenant-based voucher in order to use a voucher to move to another jurisdiction. (See Chapter 7, Paragraph 7.12)

- 9.5.h.ii.** The HAP contract between the owner and RHE will be for an initial term of 15-20 years, not to exceed a maximum term of 50 years, subject to annual HUD appropriations. After the initial term, RHE may agree to extend the term of the contract for an additional term of up to 15-20 years if the property and owner are in compliance with program rules and HUD statutes and regulations. The length of the extension will be negotiated with the owner and the form will be subject to any HUD prescribed conditions at the time of the extension.

- 9.5.h.iii.** An owner may request an increase to the rent at the annual anniversary of the HAP contract by submitting a 90-day notice to RHE and obtaining RHE' approval for the proposed increase.

- 9.5.h.iv.** Families participating in the PBV program must comply with all aspects of the Statement of Family Responsibility HUD form 52578b.

RHE MTW Activity 13 – Limit Portability for PBV Units

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The requirement to provide a tenant-based voucher at 12 months when requested by a project-based voucher household is waived. PBV households are required to remain in place for 24 months prior to being eligible to receive an available tenant-based voucher. This activity applies to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs. This activity is applicable to both newly admitted and currently assisted workable and non-workable families.

9.5.i How Participants Are Selected

9.5.i.i Who May Receive PBV Assistance

- (1)** RHE may select families who are participants in RHE' tenant-based voucher program and families who have applied for admission to the voucher program.

- (2) Except for voucher participants (determined eligible at original admission to the voucher program), RHE may only select families determined eligible for admission at commencement of PBV assistance.
- (3) The protections for victims of domestic violence, dating violence, sexual assault, or stalking in 24 CFR part 5, subpart L, apply to admission to the project-based program.
- (4) RHE may not approve a tenancy if the owner (including a principal or other interested party) of a unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless RHE determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

9.5.i.ii Protection of In-Place Families

- (1) The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- (2) In order to minimize displacement of in-place families, if a unit to be placed under contract that is either an existing unit or one requiring rehabilitation is occupied by an eligible family on the proposal selection date, the in- place family must be placed on the PHA’s waiting list (if the family is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized PBV unit in the project. (However, RHE may deny assistance for the grounds specified in 24 CFR 982.552 and 982.553.) Admission of such families is not subject to in- come-targeting under 24 CFR 982.201(b)(2)(i), and such families must be referred to the owner from RHE’ waiting list. RHE shall give such families priority for admission to the PBV program. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

9.5.i.iii Selection from RHE Waiting List

- (1) Applicants who will occupy PBV units must be selected by RHE from RHE’ waiting list. RHE must select applicants from the waiting list in accordance with the policies in the PHA administrative plan.
- (2) RHE may use a separate waiting list for admission to PBV units or may use the same waiting list for both tenant-based assistance and PBV assistance. If RHE chooses to use a separate waiting list for admission to PBV units, RHE must offer to place applicants who are listed on the waiting list for tenant-based assistance on the waiting list for PBV assistance.
- (3) RHE may use separate waiting lists for PBV units in individual projects or buildings (or for sets of such units) or may use a single waiting list for RHE’ whole PBV program. In either case, the waiting list may establish criteria or preferences for occupancy of particular units.

- (4) RHE may merge the waiting list for PBV assistance with RHE' waiting list for admission to another assisted housing program.
- (5) RHE may place families referred by the PBV owner on its PBV waiting list.
- (6) Not less than 75 percent of the families admitted to RHE' tenant-based and project-based voucher programs during RHE' fiscal year from RHE' waiting list shall be extremely low-income families. The in-come-targeting requirements at 24 CFR 982.201(b)(2) apply to the total of admissions to RHE' project-based voucher program and tenant-based voucher program during RHE' fiscal year from RHE' waiting list for such programs.
- (7) In selecting families to occupy PBV units with special accessibility features for persons with disabilities, RHE must first refer families who require such accessibility features to the owner (see 24 CFR 8.26 and 100.202).

9.5.i.iv Preference for Services Offered

In selecting families, RHE may give preference to disabled families who need services offered at a particular project in accordance with the limits under this paragraph. The prohibition on granting preferences to persons with a specific disability at 24 CFR 982.207(b)(3) continues to apply.

9.5.i.v Preference Limits

- (1) The preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain them-selves in housing;
 - (a) Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
 - (b) For whom such services cannot be provided in a nonsegregated setting.
- (2) Disabled residents shall not be re- quired to accept the particular services offered at the project.
- (3) In advertising the project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible per- sons with disabilities who may benefit from services provided in the project.

9.5.i.vi Offer of PBV Assistance

- (1) If a family refuses RHE' offer of PBV assistance, such refusal does not affect the family's position on RHE' waiting list for tenant-based assistance.
- (2) If a PBV owner rejects a family for admission to the owner's PBV units, such rejection by the owner does not affect the family's position on RHE' waiting list

for tenant-based assistance.

- (3) RHE may not take any of the following actions against an applicant who has applied for, received, or re- fused an offer of PBV assistance:

- (a) Refuse to list the applicant on RHE’ waiting list for tenant-based assistance;
- (b) Deny any admission preference for which the applicant is currently qualified;
- (c) Change the applicant’s place on the waiting list based on preference, date, and time of application, or other factors affecting selection under RHE’ selection policy;
- (d) Remove the applicant from the waiting list for tenant-based voucher assistance.

9.5.j PHA Information for Accepted Family

9.5.j.i Oral Briefing

- (1) When a family accepts an offer of PBV assistance, RHE must give the family an oral briefing. The briefing must include in- formation on the following subjects:
- (a) A description of how the program works; and
 - (b) Family and owner responsibilities.

9.5.j.ii Information Packet

- (1) RHE must give the family a packet that includes information on the following subjects:
- (a) How RHE determines the total tenant payment for a family;
 - (b) Family obligations under the program; and
 - (c) Applicable fair housing information.

9.5.j.iii Providing Information for Persons With Disabilities

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

9.5.k Leasing of Contract Units**9.5.k.i Owner Selection Of Tenants**

- (1) During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by RHE from RHE' waiting list.
- (2) The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
- (3) An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

9.5.l Vacancies**9.5.l.i Filling Vacant Units**

- (1) The owner must promptly notify RHE of any vacancy or expected vacancy in a contract unit. After receiving the owner notice, RHE must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies.
- (2) The owner must lease vacant contract units only to eligible families on RHE' waiting list referred by RHE.
- (3) RHE and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

9.5.l.ii Reducing Number Of Contract Units

If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of RHE to fill such vacancies), RHE may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

9.5.m Continuation of Housing Assistance Payments

Housing assistance payments shall continue until the tenant rent equals the rent to the owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to § 983.211.

9.5.n Overcrowded, Under-Occupied, and Accessible**9.5.n.i Family Occupancy of Wrong-Size or Accessible Unit**

- (1) RHE' subsidy standards determine the appropriate unit size for the family size and composition. If RHE determines that a family is occupying a:
 - (a) Wrong-size unit, or
 - (b) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, RHE must promptly notify the family and the owner of this determination, and of the RHE' offer of continued assistance in another unit pursuant to the paragraph of this section.

9.5.n.ii PHA Offer of Continued Assistance

- (1) If a family is occupying a:
 - (a) Wrong-size unit, or
 - (b) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, RHE must offer the family the opportunity to receive continued housing assistance in another unit.
- (2) RHE' policy on such continued housing assistance must be stated in the administrative plan and may be in the form of:
 - (a) Project-based voucher assistance in an appropriate-size unit (in the same project or in another project);
 - (b) Other project-based housing assistance (e.g., by occupancy of a public housing unit);
 - (c) Tenant-based rental assistance under the voucher program; or
 - (d) Other comparable public or private tenant-based assistance (e.g., under the HOME program).

9.5.n.iii PHA Termination of Housing Assistance Payments

- (1) If RHE offers the family the opportunity to receive tenant-based rental assistance under the voucher program, RHE must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by RHE) or

the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration date of the term of the family's voucher, RHE must remove the unit from the HAP contract.

- (2) If RHE offers the family the opportunity for another form of continued housing assistance in accordance with paragraph (b)(2) of this section (not in the tenant-based voucher program), and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by RHE, or both, RHE must terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of a reasonable period as determined by RHE, and remove the unit from the HAP contract.

9.5.o Family Right to Move

- (1) The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.
- (2) If the family has elected to terminate the lease in this manner, RHE must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.
- (3) Before providing notice to terminate the lease under paragraph (a) of this section, a family must contact RHE to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a PBV unit, RHE must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.
 - (a) The above policies do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member, or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move. RHE may not terminate assistance if the family, with or without prior notification to RHE, moves out of a unit in violation of the lease, if such move occurs to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit, or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (b) If a family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, RHE may offer the victim the opportunity for continued tenant-based rental assistance.

9.5.p Rent to Owner

9.5.p.i Initial and Redetermined Rents

The amount of the initial and redetermined rent to owner is determined in accordance with this section and § 983.302.

- (1) An amount determined by RHE not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary) for the unit bedroom size minus any utility allowance;
- (2) The reasonable rent; or
- (3) The rent requested by the owner.

9.5.q Payment to Owner

9.5.q.i Vacancy Payment at RHE' Discretion

- (1) At the discretion of RHE, the HAP contract may provide for vacancy payments to the owner (in the amounts determined in accordance with paragraph (b)(2) of this section) for a RHE-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- (2) RHE may make vacancy payments to the owner only if:
 - (a) The owner gives RHE prompt, written notice certifying that the family has vacated the unit and containing the date when the family moved out (to the best of the owner's knowledge and belief);
 - (b) The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - (c) The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - (d) The owner provides any additional information required and requested by RHE to verify that the owner is entitled to the vacancy payment.

- (3) The owner must submit a request for vacancy payments in the form and manner required by RHE and must provide any information or substantiation required by RHE to determine the amount of any vacancy payment.

9.5.r Payment Standard

The Payment Standard for project-based voucher units is the contract rent.

9.6. HOUSING CHOICE VOUCHER Voluntary Conversion – Project-Based Vouchers

9.6.a. Program Overview

Once RHE has received approval from HUD to convert public housing units to PBV units under the voluntary conversion program, RHE will convert the remaining 76 public housing units located at David Scull Courts to project-based vouchers. RHE may also convert the four (4) Annual Contributions Contract (ACC) public housing units at Fireside Park to project-based vouchers.

9.6.b. PBV Contract Terms

Length of Contract. Covered projects shall have an initial HAP term of 20 years.

RHE MTW Activity 12 – Increase PBV HAP Contract Length

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The term length of a PBV contract is up to 50 years including extensions subject to appropriations and the end of the MTW Authorization. This allows RHE to have an initial contract year of 15 to 20 years with renewal options. This activity applies to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs.

9.6.c. Waiting List

The PBV development will maintain a separate site-based waiting list for the scattered site PBV development and the proposed David Scull PBV development. The current public housing waiting list will convert to become the RHE PBV site-based waiting list upon execution of the PBV HAP contract for the scattered site PBV development and the proposed David Scull PBV development.

9.6.d. Choice Mobility

HUD seeks to provide all residents of covered projects with viable choice mobility options. Owners that convert the assistance of a project to PBV are required to provide a choice mobility option to tenants of covered projects in accordance with the

following:

Resident Eligibility: Residents have a right to move with tenant-based rental assistance (HCV) the later of (a) 24 months from date of execution of the HAP or (b) 24 months after the move-in date.

9.6.e. PBV Choice Mobility Waiting List

RHE will establish a separate waiting for current project-based voucher program participants who want to receive a tenant-based voucher. Based on the availability of tenant-based vouchers, when RHE pulls from the tenant-based voucher waiting list, 75% of available tenant-based vouchers will be allocated to families on the tenant-based voucher waiting list, and 25% of available tenant-based vouchers will be made available to families on the project-based voucher to tenant-based voucher waiting list. The project-based voucher to tenant-based voucher waiting list will be available to current project-based voucher tenants. Families will be placed on the PBV choice mobility waiting list based on the length of time of residency as a project-based voucher tenant and then by the date and time order of the receipt of the applications.

Project Turnover Cap

Also recognizing the limited availability of turnover vouchers and the importance of managing turnover in the best interests of the property, in any year, RHE may limit the number of choice mobility moves exercised by eligible households to 15% of the assisted units in the project. (For example, if the project has 100 assisted units, RHE could limit the number of families exercising choice mobility to 15 in any year, but not less than 15.) While RHE is not required to establish a project turnover cap, if implemented RHE must create and maintain a waiting list. Families will be placed on the PBV choice mobility waiting list based on the length of time of residency as a project-based voucher tenant and then by the date and time order of the receipt of the applications.

9.6.f. Scarborough Square Project-Based Vouchers

It is the desire of RHE to provide project-based vouchers at the Scarborough Square Apartments upon acquisition of the property. RHE will open the site based project-based voucher waiting list for Scarborough Square Apartments. Waiting list selection will be based on time and date of application submittal. One preference point will be given to applicants that are current Scarborough Square residents at the time of application submittal.

9.7 LOCAL, NON-TRADITIONAL ACTIVITIES

RHE MTW Activity 14 – Housing Development Programs

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The block grant will be utilized to acquire, renovate, and/or build affordable units for low-income families that are not public housing units. Activities are inclusive of, but not limited to gap financing for non-public housing authority development of affordable housing, development of

project-based voucher units, or tax credit partnerships.

9.8 SPECIAL PROGRAM CONSIDERATIONS – MARYLAND SAFE AT HOME PROGRAM

For program participants who participate in special protection programs, such as the Maryland Safe at Home Program or Witness Protection program, RHE will comply with the requirements of the program. In the event the voucher program regulations conflict with the protection program, RHE must follow the voucher program rules. It is up to the program participant to decide how to reconcile his/her voucher program participation with their participation in the specific protection program.

Regarding the Maryland Safe at Home Program, RHE will not deviate from utilizing the P.O. Box provided for written communication. If the program participant requests RHE utilize a different address, including their residential address for written communication, RHE will refuse the request under every circumstance and will only send documents to the provided P.O. Box unless and until RHE received written notification from the Maryland Safe at Home Program that the voucher program participant is no longer participating in the Maryland Safe at Home Program, and RHE is released in writing from utilizing the residential address as the mailing address. Program participants may pick up documents in person at the RHE administrative offices and or may choose to receive communications via email or through the Yardi client portal.

9.9 STABILITY VOUCHER PROGRAM

9.9.a Household Eligibility

In order to be eligible for a Stability Voucher (SV), a household must meet one of four eligibility criteria:

1. Individuals and families who are currently experiencing homelessness;
2. Individuals and families at risk of homelessness;
3. Individuals and families fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault; and
4. Veterans and families that include a veteran family that meet one of the preceding criteria (1-3).

In general, the verification that the family meets one of these four eligibility categories is conducted by the Continuum of Care (CoC), or another partnering agency that makes direct referrals to RHE. The CoC or other direct referral partner must provide supporting documentation to RHE of the referring agency's verification that the family meets one of the four eligible categories for SV assistance.

9.9.b. Admissions Process - Direct Referrals from the CoC and Other Partnering Organizations

RHE must accept referrals for SVs directly from the Centralized or Coordinated Entry (CE)

process, which will help ensure families are able to get assistance quickly and eliminate the administrative burden on RHE regarding the determination as to whether the family meets the definition of a qualifying individual or family for SV assistance. CoCs and their partners may also support applicants through the application process and attend meetings with applicants and RHE to aid individuals and families through the admissions process. Direct referrals for SVs are not added to RHE's regular HCV waiting list.

In general, families are issued SVs as the result of either:

- (1) The direct referral process from the CoC CE process or other partnering organizations, or
- (2) A situation where RHE makes an SV available in order to facilitate an emergency transfer for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking. RHE utilizes SVs as a resource to effectuate emergency transfers for a survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

RHE must also take direct referrals from outside the CoC CE process if:

- (1) The CE process does not have a sufficient number of eligible families to refer to fully lease RHE's allocation of SVs, or
- (2) The CE process does not identify a sufficient number of families that may be eligible for SV assistance because they are fleeing, attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

In those instances, RHE must enter into a partnership to receive direct referrals from another entity (for example, a Victim Services provider that elects to not use the CE under 24 CFR 578.23(c)(9) or another homeless services provider (if there are not enough direct referrals coming through the CE process), assuming there are such additional organizations that can certify that an individual or family is homeless or at risk of homelessness, formerly homeless, is an individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. RHE must enter a Memorandum of Understanding (MOU) with partnering referral agency as described above in Section 10.a. Alternatively, the partnering referral agency may be added to the MOU between RHE and CoC.

The referring agency must provide documentation to RHE of the referring agency's verification that the family meets one of the four eligible categories for SV assistance. RHE must retain this documentation as part of the family's file. HUD has attached to this notice two examples of certifications that could be used to document the referring agency's verification.

For certifying eligibility for individuals and families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, CoCs and VSPs may accept the survivors' self-definition of "fleeing or attempting to flee" for purposes of meeting eligibility for the SV as a person fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. Therefore, if an individual self-identifies as fleeing or attempting to flee domestic violence, that individual would be eligible for a SV. Additionally,

the survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking can be a minor child.

Other than cases where a survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking is requesting an emergency transfer, the PHA must refer a family that is seeking SV assistance directly from RHE to the CoC or other referring agency partner for initial intake, assessment, and possible referral for SV assistance.

If at any time RHE is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC's CE process or other partner referral agencies (or RHE and CoC cannot identify any such alternative referral partner agencies), RHE must enter into a formal partnership with another entity, such as another homeless service provider and/or victim services provider (such as a sexual assault, human trafficking, or cultural specific VSP), to receive referrals.

RHE must inform families on the HCV waiting list of the availability of SVs by, at a minimum, either posting the information to their website or providing public notice in their respective communities. RHE' notice must describe the eligible populations to which the SVs are limited and clearly state that the availability of these SVs is managed through a direct referral process. RHE' notice must advise the family to contact the CoC (or any other RHE referral partner, if applicable) if the family believes they may be eligible for SV assistance. In providing this notice, RHE must ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities.

With the exception of special admissions, the HCV regulations require that RHE admit an applicant as a waiting list admission. In order to implement the above alternative requirements, HUD is waiving 24 CFR § 982.204(a), which requires that except for special admissions, participants must be selected from RHE' waiting list and that RHE must select participants from the waiting list in accordance with admission policies in RHE' administration plan.

9.9.c Separate Waiting List For SVs

The HCV program regulations at 24 CFR § 982.204(f) provide that RHE must use a single waiting list for admission to its HCV program. It is possible that the number of applicants referred by partnering agencies at a given time may exceed the SVs available for RHE to issue to families. HUD recognizes that requiring RHE to utilize its existing HCV waiting list to manage SV referrals will create unnecessary administrative burden, complications, and delays. HUD is therefore waiving 24 CFR § 982.204(f) to establish an alternative requirement under which the RHE shall maintain a separate waiting list for SV referrals/applicants to help expedite the leasing process. Because the SV waiting list is based on direct referrals or emergency transfer requests to RHE from survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking and not applications from the general public, HUD is also waiving 24 CFR § 982.206, which requires RHE to give public notice when opening and closing the waiting list. Under this alternative requirement, RHE will work directly with its CoC, VSP, and other referral agency partners to manage the number of referrals and the size of the SV waiting list.

HUD is waiving 24 CFR § 982.552 and § 982.553 in part and establishing an alternative

requirement with respect to mandatory and permissive prohibitions of admissions for SV applicants. The SV alternative requirement is as follows:

Mandatory Prohibitions

- (1) RHE must apply the standards it established under 24 CFR § 982.553(a)(1)(ii)(C) that prohibit admission if 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 to SV applicants.
- (2) RHE must apply the standards it established under 24 CFR § 982.553(a)(2)(i) that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to SV applicants.

Permissive Prohibitions

RHE may prohibit admission of a family for the grounds stated below. RHE may choose not to prohibit admission for these grounds or may establish a more permissive policy than RHE's policy for admission to the regular HCV program. RHE may not establish a permissive prohibition policy for SV applicants that is more prohibitive than the policy established for admissions to the regular HCV program. RHE policy on SV permissive prohibitions must be described in the RHE's administrative plan.

If RHE intends to establish permissive prohibition policies for SV applicants, RHE must consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration. RHE must not deny SV applicant admission or otherwise exclude an SV applicant based on arrest records only.

RHE considers the circumstances in which any conduct has occurred, the length of time since the offense, the nature and severity of the offense, and any supporting information, (e.g. an engagement with supportive services, participation in treatment activities/program, whether criminal activity was related to intimate partner violence, other evidence of rehabilitation, etc.) and any supporting information, (ex. an engagement with supportive services, participation in treatment activities/program, whether criminal activity was related to human trafficking victimization, etc.) when determining whether past/recent criminal activity merits a permissive prohibition. RHE's policy on SV permissive prohibitions must be described in RHE's administrative plan. Determinations must be made based on an individualized assessment of relevant mitigating information. Before denying SV applicant admission because of a criminal record, RHE must offer that individual the opportunity to provide evidence of mitigating circumstances or that the record is inaccurate. The permissive prohibitions are:

- (1) If the PHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
 - a) Violent criminal activity.
 - b) 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.

- (2) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
- (3) If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

Unlike regular HCV admissions, RHE may not deny an SV applicant admission regardless of whether:

Any member of the family has been evicted from federally assisted housing or RHE has ever terminated assistance under the program for any member of the family.

- The family currently owes rent or other amounts to RHE or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any 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.
- The family breached an agreement with RHE to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- The family would otherwise be prohibited admission under alcohol abuse standards established by RHE in accordance with 24 CFR §982.553(a)(3).
- RHE determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

9.9.d. Inapplicability of Income Targeting Requirements

RHE must determine income eligibility for SV families in accordance with 24 CFR §982.201. However, the income targeting requirements of Section 16(b) of the United States Housing Act of 1937 and 24 CFR § 982.201(b)(2) are waived and do not apply for SV families so that participating RHE can effectively serve individuals and families in all the eligibility categories under the ARP who may be at a variety of income levels, including low-income families. RHE may still choose to include the admission of extremely low-income SV families in its income targeting numbers for the fiscal year in which these families are admitted. In conformance with normal program rules, RHE may not deny admission to a family with zero income and must consider hardship circumstances before charging a minimum rent in accordance with 24 CFR § 5.630(b).

9.9.e. Use of Recently Conducted Initial Income Determinations and Verifications at Admission

Some families who were recently homeless but are now currently residing in rapid rehousing or are receiving other time-limited housing assistance may have had their income recently verified under that housing assistance program. Furthermore, families who are eligible for SV assistance as survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking may be currently assisted through other subsidized housing programs such as public housing.

RHE may accept income calculations and verifications from third-party providers or from an examination that RHE conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as the income was:

- (1) Calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months and
- (2) The family certifies there has been no change in income or family composition in the interim. At the time of the family's annual reexamination RHE must conduct the annual reexamination of income as outlined at 24 CFR § 982.516.

For each new admission under this waiver and alternative requirement, RHE must: review the EIV Income and IVT Reports to confirm/validate family-reported income within 90 days of the submission date; print and maintain copies of the EIV Income and IVT Reports in the tenant file; and resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

9.9.f. Pre-Inspection of HQS Units

To expedite the leasing process, RHE may pre-inspect available units that SV families may be interested in leasing in order to maintain a pool of eligible units. If an SV family selects a unit that passed a HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (form HUD-52517), the unit may be approved as long as it meets all other conditions under 24 CFR § 982.305. However, the family must be free to select their unit and cannot be required to accept a pre-screened unit.

9.9.g. Initial Search Term

Given rising rents and low vacancy rates SV families may face significant challenges with their housing search. An initial search term of 60 days may be inadequate for SV families to find a unit. Consequently, HUD is waiving 24 CFR § 982.303(a), which provides that the initial search term must be at least 60 days and is establishing an alternative requirement that the initial term for an SV must be at least 120 days. Any extensions, suspensions, and progress reports will remain under the policies in RHE's administrative plan but will apply after the minimum 120-day initial search term. HUD recommends that RHE consider extending beyond the required 120-day initial search term if rising rents and low vacancy rates are contributing factors to low leasing rates in the RHE's jurisdiction.

RHE must grant reasonable accommodation requests to extend the housing search term that may be necessary for individuals with disabilities to find a unit that meets their disability-related needs. For example, it may be challenging to find a unit that includes specific accessibility features, is close to accessible transportation, or close to supportive services or medical facilities.

9.9.h. Initial Lease Term

Under the HCV program, the family must enter into an initial lease with the owner for at least one year, unless a shorter term would improve housing opportunities for the tenant and the shorter term is a prevailing market practice. To provide a greater range of housing opportunities for SV families and maximize housing choice, HUD is waiving Section 8(o)(7)(A) of the United States Housing Act of 1937 and 24 CFR § 982.309(a)(2)(ii). The initial lease term for an SV family may be less than 12 months regardless of whether the shorter term is a prevailing market practice.

9.9.i. Portability

The normal HCV portability procedures and requirements generally apply to SVs with the following exceptions.

No Prohibition On Portability For Non-Resident Applicants.

Under the HCV program, if neither the household head nor spouse of an assisted family already had a “domicile” (legal residence) in the jurisdiction of RHE at the time the family first submitted an application for participation in the program, the family does not have any right to portability during the 12-month period from when the family is admitted to the program. Such a family is a “non-resident applicant.” The initial PHA may choose to allow portability during this period but is not required to do so.

In order to provide maximum housing choice for the targeted populations, HUD is removing this restriction for SV nonresident applicants to allow all SV families to immediately move under portability. Accordingly, HUD is waiving Section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and 24 CFR § 982.353(c). The PHA may not restrict an SV family from exercising portability because they are a nonresident applicant.

Portability Billing And Absorption

A receiving PHA cannot refuse to assist an incoming SV family, regardless of whether the PHA does or does not currently administer SVs under its own ACC.

If an SV family moves under portability to another PHA that administers SVs under its own ACC:

- The receiving PHA may only absorb the incoming SV family with an SV (assuming it has an SV voucher available to do). If the PHA does not have an SV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with SV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family’s SV assistance, the SV administration of the voucher is in accordance with the receiving PHA’s SV policies, although neighboring PHAs and PHAs in the same metro area or region are strongly encouraged to work collaboratively with one another to align SV policies and help facilitate SV portability moves between their jurisdictions.

If the SV family moves under portability to another PHA that does not administer SVs under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

9.9.j. Payment Standard Amounts

HUD is waiving 24 CFR § 982.503(a)(3) and establishing an alternative requirement permitting RHE to establish separate higher payment standards for SVs in order to increase the potential pool of available units for SV families. The separate SV payment standard must comply with all other HCV requirements under 24 CFR § 983.503 with the exception of the waivers of 24 CFR § 982.503(b)(i) and § 982.503(b)(iii) discussed below.

In addition, HUD is waiving 24 CFR § 982.503(b)(1)(i) and establishing an alternative requirement to allow RHE to establish a payment standard amount for a unit size at any level between 90 percent and 120 percent (as opposed to 110 percent) of the published FMR for that unit size. HUD approval is not required to establish an SV payment standard within that range.

Furthermore, HUD is waiving 24 CFR § 982.503(b)(1)(iii) and establishing an alternative requirement to provide that a PHA that is not in a designated Small Area FMR area or has not opted to voluntarily implement Small Area FMRs under § 888.113(c)(3) may establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published Small Area FMRs. RHE may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. As is the case for the regular HCV program, RHE must notify HUD if it establishes an SV exception payment standard based on the Small Area FMR. The exception payment standard must apply to the entire ZIP code area.

RHE may also still request approval for exception SV payment standards above 120% of the applicable FMR/SAFMR from HUD in accordance with 24 CFR § 982.503(b)(1)(iv) or § 982.503(c) if needed.

All rent reasonableness requirements at 24 CFR § 982.507 continue to apply to SV units, regardless of whether RHE has established an alternative or exception SV payment standard.

9.9.k. Turnover

Upon turnover, SV vouchers must continue to remain available for families experiencing or at-risk of homelessness, those fleeing or attempting to flee domestic violence dating violence, sexual assault, or stalking, or human trafficking, and veterans and families that include a veteran family member that meet one of the proceeding criteria.

9.9.l. Moving-to-Work (MTW) Agencies

As an MTW agency that administers SVs, RHE is bound by the terms and conditions of this notice. As discussed above in Section 10, all HCV statutory and regulatory requirements and HUD directives are applicable to SVs unless waived by this notice. However, RHE may request approval from HUD's Office of Housing Voucher Programs to administer SVs in accordance with the HCV programmatic flexibilities approved under RHE's Annual MTW Plan or MTW Supplement to RHE's Plan, as permitted by its MTW Agreement or the MTW Operations Notice. The Office of Housing Voucher Programs may approve the RHE's request provided it determines the requested MTW flexibility is not in direct conflict with an SV waiver or alternative requirement and its application would not have a detrimental impact on SV families. Like other waivers, RHE must submit such requests with supporting justification through their local Field Office. SV funding is not eligible for MTW fungibility but must only be used for SV eligibility activities and to assist SV eligible families.

9.10 TENANT-BASED VOUCHER SET ASIDE FOR FOSTER YOUTH TO INDEPENDENCE (FYI)

RHE will set aside tenant-based vouchers for the purposes of providing regular tenant-based vouchers, if funding utilization is available, to FYI voucher holders nearing their 3-year term limit.

APPENDIX A - Violence Against Women Act (VAWA)

SPECIAL PROGRAMS FOR VAWA

For program participants who participate in special programs such as the Maryland Safe at Home Program, Witness Protection, or any other protection program herein after to be referred as “protection programs,” RHE will comply with the requirements of the special program. In the event the voucher program regulations conflict with the protection program rules, RHE must follow the voucher program rules. It is up to each program participant to decide how to reconcile his/her voucher program participation with his/her participation in the protection program.

Regarding the Maryland Safe at Home Program or other protection program, RHE will not deviate from utilizing the P.O. Box provided. If the program participant wishes RHE to utilize a different address than the one provided by the special program, RHE will request that the tenant pick up the documents in person. RHE will not utilize an address provided by the Maryland Safe at Home Program or other special program, unless and until RHE receives written notification from the Maryland Safe at Home Program or other special program that the program participant is no longer participating in the Maryland Safe at Home Program or other special program.



ROCKVILLE HOUSING ENTERPRISES
EMERGENCY TRANSFER PLAN FOR
VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING

The Rockville Housing Enterprises (RHE) is concerned about the safety of its tenants, participants and applicants 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**), and any amendments thereto,¹ this plan specifies the process for victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer in RHE's Low- Income Public Housing, the Housing Choice Voucher Program (HCV), or the Project-Based Voucher (PBV) Program.² VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.³

Low Income Public Housing (LIPH)

Emergency VAWA Transfers

In accordance with the Violence Against Women Act (VAWA), RHE allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency **VAWA** transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.

The ability of RHE 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 RHE has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

¹ See Violence Against Women Act, Pub. L. No. 103-322, tit. IV, § 40302, 108 Stat. 1902, 1941-42 (1994) (codified as amended at 42 U.S.C. § 13925 and 42 U.S.C. § 14043e, *et seq.*).

² Despite the name of this law, **VAWA** protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

³ RHE cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

~U.S. Dept. Hous. & Urban Dev., Notice No. PIH 2017-08 Violence Against Women Reauthorization Act of 2013 Guidance (May 19, 2017), available at <https://portal.hud.gov/hudportal/documents/huddoc?id=17-08pihn.pdf>.

This Plan identifies tenants who are eligible for an emergency VAWA 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 low-rent public housing and assisted housing programs are in compliance with **VAWA**.

A. Eligibility for Emergency VAWA 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 **VAWA** transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence should the tenant remain 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 **VAWA** transfer.

A tenant requesting an emergency **VAWA** transfer must expressly request the transfer in accordance with the procedures described in this plan, the tenant's lease and relevant provisions in the Rockville Housing Enterprises Administrative Plan or Admissions and Occupancy Policy.

Tenants who are not in good standing may still request an emergency VAWA transfer if they meet the eligibility requirements in this section.

B. Emergency VAWA Transfer Requests and Documentation

To request an emergency VAWA transfer, the tenant shall notify the Rockville Housing Enterprises. All requests and documentation shall be forwarded to the Asset Manager for public housing or other RHE managed units or Voucher Program Manager for Housing Choice Voucher related transfers at RHE's Management Office located at 1300 Piccard Drive, Suite 203; Rockville, MD 20850. RHE will provide reasonable accommodations to this policy for individuals with disabilities.

Transfer Requests

The tenant must submit a written request for an emergency **VAWA** transfer. Tenants must use Form HUD-5383 or another form as specified by RHE's Management Office. Verbal statements or requests will not be accepted. The tenant's request for an emergency **VAWA** transfer should include either:

- A. A statement expressing and certifying 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 RHE's program; or
- B. A statement certifying 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.

Transfer Requests Documentation

Additionally, RHE will issue a written request requesting that the tenant submit documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Tenants may satisfy this request by providing any one of the following documents:

1. A complete HUD-approved certification form (Form HUD-5382) that documents an incident of domestic violence, dating violence, sexual assault, or stalking.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., recent police reports, recent protective orders, and recent restraining orders). Recent is defined as having occurred within the last 90 days.
3. A statement, signed by the tenant, and signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for **VAWA** protection.

If the tenant fails or refuses to provide one of these documents within fourteen (14) business days of the written request for documentation, RHE may deny the tenant's emergency VAWA transfer request. If conflicting information is provided, RHE reserves the right to request additional verification.

A participant may also submit a regular request to relocate for the voucher program which may be processed with the same expedited process as an emergency voucher issuance with less additional documentation required.

Confidentiality

RHE will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives RHE written permission to release the information on a one time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the

tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the *Notice of Occupancy Rights under the Violence Against Women Act For All Tenants* for more information about RHE's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

C. Emergency VAWA Transfer Timing and Availability

RHE Managed Units

RHE cannot guarantee that an emergency **VAWA** transfer request will be approved or how long it will take to process a **VAWA** transfer request. RHE will, however, act as quickly as possible to transfer a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. RHE may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish program and income eligibility for that unit.

If RHE has no safe and available units for which a tenant who needs an emergency transfer is eligible, RHE 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, RHE will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

RHE Public Housing tenants or RHEP- Scattered Site Project Based Voucher tenants who need to be relocated immediately, if there are no appropriately sized public housing or other RHEP -Scattered Project Based Voucher, RHE may issue the family a tenant-based voucher under the Emergency Voucher Provisions, based on the availability of tenant based vouchers.

Housing Choice Voucher Program (RHE)

D. Emergency Transfer Vouchers

In accordance with the Violence Against Women Act (**VAWA**), RHE allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer voucher entitling them to move to another unit. The ability to request a transfer voucher is available regardless of sex, gender identity, or sexual orientation. The ability of RHE to honor such requests for participants currently receiving assistance, however, may depend upon a preliminary determination

that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and if the victim requests to move outside of RHE's jurisdiction, the portability regulations apply.

This plan identifies participants who are eligible for an emergency transfer vouchers, the documentation needed to request an emergency transfer voucher, confidentiality protections, how an emergency transfer voucher may be provided, and guidance to participants 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),⁵ the Federal agency that oversees that RHE is in compliance with **VAWA**.

Eligibility for Emergency Transfer Vouchers

A RHE participant 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 voucher, if: the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant 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 voucher. RHE has discretion to determine which members of an assisted participant family continue to receive assistance in the program if the participant family breaks up. If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, RHE will ensure that the victim retains assistance.

A participant requesting an emergency transfer voucher must expressly request the transfer in accordance with the procedures described in this plan and relevant provisions in the Rockville Housing Enterprises Administrative Plan or ACOP including, but not limited to, Participants who are not in good standing may still request an emergency transfer voucher if they meet the eligibility requirements in this section.

E. Emergency Transfer Voucher Request Documentation

To request an emergency transfer voucher, the participant shall notify the RHE Office and submit a written request for a transfer voucher to RHE at 1300 Piccard Drive, Suite 203; Rockville, MD 20850. RHE will provide reasonable accommodations to this policy for individuals with disabilities.

Transfer Requests

The participant must submit a written request for an emergency transfer voucher. Participants may use Form HUD-5383 or another form as specified by RHE. Verbal statements or requests will not be accepted. The participant's written request for an emergency transfer voucher should include either:

1. A statement expressing and certifying that the participant reasonably believes that there is a

threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under the RHE; or

2. A statement certifying that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer voucher.

Transfer Requests Documentation

Additionally, RHE will issue a written request requesting that the participant submit documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Participants may satisfy this request by providing one of the following documents as described under 24 CFR 5.2007(b)(1):

1. A complete HUD-approved certification form (Form HUD-5382) that documents an incident of domestic violence, dating violence, sexual assault, or stalking.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., police reports, protective orders, and restraining orders).
3. A statement, signed by the tenant, and signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for **VAWA** protection.

If the participant fails or refuses to provide one of these documents within fourteen (14) business days of the written request for documentation, RHE may deny the participant's request for an emergency transfer voucher. If conflicting information is provided, RHE reserves the right to request additional verification.

Confidentiality

RHE will keep confidential any information that the participant submits in requesting an emergency transfer voucher, and information about the emergency transfer, unless the participant gives RHE 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 participant, 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. See the *Notice of Occupancy Rights under the*

Violence Against Women Act For All Participants for more information about RHE's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

F. Emergency Voucher Transfer Timing and Availability

RHE cannot guarantee that a transfer voucher request will be approved or how long it will take to process a transfer voucher request. RHE will, however, act as quickly as possible to issue a transfer voucher to a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit.

If the emergency voucher transfer request is approved, RHE will issue the voucher as soon as possible based on the household's current occupancy. Exceptions will be given if the perpetrator is in the household and the household size has decrease as a result of removing the perpetrator from the household.

If during the emergency transfer voucher issuance process, the head of household requests a change in household size not related to the removal of the perpetrator, including the addition of reasonable accommodations, additions to the household, or any other change that would affect the bedroom size of the voucher issued, the transfer will not be able to be completed in an expeditious and emergency fashion as staff have to validate the requested changes to the household size, and therefore the voucher issuance will not be considered an emergency.

In order to expedite the voucher issuance in an emergency transfer, RHE will forgo the traditional voucher briefing which by regulation must occur prior to the issuance of the voucher. However, the head of household must attend virtual voucher briefing within 21 calendar days of receiving the emergency transfer voucher. If the head of household does not attend the voucher briefing within 21 calendar days, the emergency transfer will be voided and a voucher will not be reissued until the virtual voucher briefing has occurred.

The voucher relocation packet forms must still be completed by households requesting an emergency voucher transfer. In order to expedite the voucher issuance in an emergency transfer, instead of requiring the forms be submitted to RHE prior to voucher issuance, RHE will give the household 14 calendar days to submit the relocation packet forms to the Voucher department. If the head of household does not submit the completed voucher relocation packet within 14 calendar days, the emergency transfer will be voided and a voucher will not be reissued until the relocation packet has been completed and submitted by the head of household.

RHE may assist the participant in identifying other housing providers who may have safe and available units

to which the participant could move. At the participant's request, RHE will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Project-Based Voucher Program

Project-based voucher (PBV) participants who are victims of domestic violence, dating violence, sexual assault, or stalking shall follow the procedure for requesting an emergency transfer as specified above for the Housing Choice Voucher Program (HCV). If a family has been residing in a RHE Owned and managed unit PBV unit for less than one year, the family may either: request to transfer to another Project-Based subsidized unit owned and managed by RHE or move to another property without the benefit of RHE's assistance. RHE property management will release the family from the lease agreement without penalty. For all other families, transfer requests are subject to PBV unit availability. Families will be placed on a waiting list.

If a family chooses to move without RHE's assistance or wishes to move sooner than assistance is available, at the participant's request, RHE will assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants and Participants

Pending processing of a transfer request or a transfer voucher request (for RHE participants only) and the actual transfer or transfer voucher (for RHE participants only), if it is approved and occurs, the tenant or participant is urged to take all reasonable precautions to be safe.

Tenants or participants 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 or Participants 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/>.

Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Housing Choice Voucher Program (HCV)

4907 Protections for Applicants and Participants Under the Violence Against Women Act

- 4907.1 In certain circumstances, as further explained below, applicants or participants may be afforded additional protections from RHE requirements and policies under the Violence Against Women Act (VAWA). RHE shall comply with the terms of VAWA.
- 4907.2 If a Family composition changes due to a member of the assisted Family engaging in criminal acts of physical violence against one or more other Family members or other people and the victim is part of the assisted Family, the perpetrator may not be considered a remaining Family member or an eligible Family member.
- 4907.3 In making its decision as to who retains assistance, RHE shall consider all credible evidence, including, but not limited to, a signed certification, HUD Form-50066, or other documentation of abuse submitted to RHE by the victim in accordance with VAWA.
- 4907.4 Pursuant to 24 C.F.R. § 5.2005(c) the denial of continued RHE assistance to a Family member who engages in criminal acts of violence against Family members or others shall be considered a form of termination of the individual Family member.
- 4907.5 Pursuant to 24 C.F.R. § 5.2005, criminal activity directly related to intrafamily violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.
- 4907.6 Notwithstanding§ 4907.5, an owner may still evict a tenant for a lease violation unrelated to domestic violence, provided that the owner does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or terminate the tenancy.
- 4907.7 A victim of domestic violence, sexual violence, dating violence, or stalking who is absent for more than one hundred twenty (120) days may still be considered a Family member based on documentation that the victim is expected to return to the Family in a reasonable time if the victim provides RHE documentation from a social worker, police officer, shelter, or other qualified agency regarding the incident or incidences of domestic violence and current housing arrangements for the applicant Family.

- 4907.8 If a Family or Family member participant who has been a victim of domestic violence, dating violence, or stalking by an individual, the participant may port to another PHA
- 4907.9 If a Family or Family member participant who has been the victim of domestic violence, dating violence, stalking, sexual assault, or an intrafamily offense moves in violation of the lease, RHE shall not terminate assistance if the move was related to the act.
- 4907.10 A Family may document an incident or incidences of domestic violence, dating violence, or stalking as follows:
- (a) The HUD-approved certification HUD Form-50066;
 - (b) Federal, state, tribal, territorial, or local police record;
 - (c) Documentation signed by an employee, agent, or volunteer of a victim service provider or an attorney or medical provider from whom the victim has sought assistance in the situation; or
 - (d) Other acceptable documentation in order to verify the Family's claim of domestic violence, sexual violence, dating violence, or stalking.
- 4907.11 RHE shall keep such information confidential in accordance with VAWA and its implementing regulations.
- 4907.12 If RHE receives conflicting certification documents of domestic violence from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, RHE may determine which Family member is the true victim by requiring third-party documentation in accordance with VAWA and its implementing regulations.

MONTGOMERY COUNTY

Advocates for Survivors of Torture & Trauma

431 E. Belvedere Avenue
Baltimore, MD 21210

410-464-9006

Fax: 410-464-9010

Provides victims of rape and sexual assault with counseling, information and referral and crisis intervention.

Alternative Community Services

12500 Ardennes Avenue, Door C
Rockville, MD 20852

MF 8am-4pm: 240-777-5409

Fax: 240-777-5440

Provides court-ordered community services.

The Affiliated Sante Group & Rock Creek Foundation

72961 Eastern Avenue
Silver Spring, MD 20910

MF 9am-5pm: 301-589-2303

Provide psychotherapy for abused children and their families and to adults abused as children.

Provides counseling to battered spouses and has Parents Anonymous groups for parents and their children.

Court Appointed Special Advocates of Montgomery

1010 Gradin Avenue, #12
Rockville, MD 20851

301-340-7458 ex.205

Fax: 301-340-7458

Provides victims of child physical abuse and child sexual abuse/assault with information and referral and legal accompaniment.

Crime Solvers of Montgomery County, MD, Inc.

P.O. Box 8625
Gaithersburg, MD 20898-8625

301-217-2255

National Clearinghouse for Alcohol and Drug Information

P.O. Box 2345
11426 Rockville Pike, Suite 200
Rockville, MD 20847-2345

24 hours: 800-729-6686

TDD: 800-487-4889

Montgomery County Government

Department of Health and Human Services-Information & Assistance Unit

240-777-1245

Department of Health and Human Services

Abused Persons Program

1301 Piccard Drive, Suite 4100
Rockville, MD 20850

MF 9am-5pm: 240-777-4195

Fax: 240-777-4860

24 Hour Hotline: 240-777-4673

Provides counseling, information and referral, transitional housing, psychiatric evaluation, treatment and consultation, educational and support groups. Victim assistance and educational programs available. Crisis Center open 24 hours for walk-in or phone counseling.

Addiction and Mental Health Services

Screening and Assessment for Children & Adolescents: 240-777-1430

Adult Mental Health Access Team: 240-777-1770

Adult Outpatient Addiction Services: 240-777-1680

Provides outpatient mental health treatment for adults and children with serious mental illness.

Child Abuse and Neglect Reporting Line

1301 Piccard Drive
Rockville, MD 20850

24 hours: 240-777-4417

Fax: 240-777-4258

Investigates reports of child abuse and neglect to ensure the safety of children.

Crisis Center

1301 Piccard Drive, 1st floor
Rockville, MD 20850

240-777-4000

Provides 24-hour walk-in and telephone crisis services, including crisis counseling, brief crisis stabilization and help in obtaining services for individuals and families in a situational or mental health crisis.

Disability Resources

401 Hungerford Drive, 4th Floor
Rockville, MD 20850

MF 830am-5pm: 240-777-3000

Fax: 240-777-1495

Social Services-Income Support Services (3 locations)

1301 Piccard Drive, 2nd fl.
Rockville, MD 20850

12900 Middlebrook Road

Germantown, MD 20874

8818 Georgia Avenue
Silver Spring, MD 20910

MF 8am-5pm: 240-777-1245

TTY: 240-777-1295

Provides services; including Income Supports, Rental Assistance, Energy Assistance and Emergency Services.

Victim Assistance and Sexual Assault Program

1301 Piccard Drive, Suite 4100

Rockville, MD

MF 9am-8pm: 240-777-1355

www.montgomerycountymd.gov/vasap

Fax: 240-777-1329

24-Hour Hotline: 240-777-4357

Provides information, referral, advocacy and ongoing counseling support and compensation services for victims of crime, including children and adults victimized by rape, sexual assault, and to women or men who have been victims of childhood sexual abuse.

Montgomery County Commission for Women

401 N. Washington Street, Suite 100

Rockville, MD 20850

240-777-8330

Fax: 301-279-1318

Community Ministries of Montgomery County & Rockville

114 West Montgomery Avenue

Rockville, MD 20850-4213

MF 9am-5pm: 301-762-8682

Fax: 301-762-2939

Family Services Agency, Inc.

620 East Diamond Avenue, Suite J

Gaithersburg, MD 20877

MF 8am-5pm: 301-840-2000

Human Relations Commission

21 Maryland Avenue, Suite 330

Rockville, MD 20850

MF 830am-5pm: 240-777-8450

Fax: 240-777-8460

Jewish Social Service Agency (2 locations)

6123 Montrose Road

Rockville, MD 20852

MF 9am-5pm: 301-881-3700

TTY: 301-984-5662

Fax: 301-770-0901

11-B Firstfield Road

Gaithersburg, MD 20878

MF 9am-5pm: 301-990-6880

Department of Juvenile Services (2 locations)

8605 Cameron Street, Suite 502
Silver Spring, MD 20910

MF 8am-5pm: 301-650-6760
Fax: 301-587-5601

7300 Calhoun Place
Rockville, MD 20855

MF 8am-5pm: 301-279-1580

Provides case status information and monitors collection and disbursement of restitution in juvenile cases.

Juvenile Justice Clearinghouse

NCJRS

P.O. Box 6000

Rockville, MD 20849-6000

MF 830am-7pm: 800-851-3420

Karma Academy for Boys

Corporate Office Location

20528 Boland Farm Road, Suite 101

Germantown, MD 20876

MF 9am-5pm: 240-686-0707

Fax: 240-686-0711

Residential Location

175 Watts Branch Parkway
Rockville, MD 20850

24 hours: 301-340-8880

Fax: 301-340-8882

Residential treatment program for boys 13-18 who are emotionally disturbed, sexually or physically abused or "out of parental control." Provides group family counseling and group psychotherapy, confrontation groups, chemical dependency groups, and Alcohol Anonymous and Narcotics Anonymous. Also provides therapy for sex offenders in the age group.

Lawyer Referral Service

Bar Association of Montgomery County

27 West Jefferson Street

Rockville, MD 20850

www.barmont.org

MF 9am-5pm: 301-424-3454

Fax: 301-217-9327

Pro Bono Project, MR 10am-12pm: 301-424-7651, 7652

Provides client referrals to lawyers who charge \$40.00 at time of service for a 40 minute consultation. They also provide a reduced fee clients and a Pro Bono Project which provides free legal service for qualifying low income individuals in the areas of spouse abuse, divorce, criminal law, bankruptcy law, and immigration law.

Legal Aid, Inc.

Calvert Building

6811 Kenilworth Avenue, Suite 500

Riverdale, MD

301-927-2101

Fax: 301-927-4258

Parole and Probation (3 locations)

979 Rollins Avenue
Rockville, MD 20851

MF 8am-5pm: 301-998-6700

8552 Second Avenue 1st Floor
Silver Spring, MD 20910

MF 8am-5pm: 301-563-8620

7871 Beechcraft Avenue, Suite 200
Gaithersburg, MD 20877

MF 8am-5pm: 240-386-2600

The Pro Bono Counseling Project

131 West Quadrangle
2 Hamill Road
Baltimore, MD 21210
www.probonocounseling.org

MF 9am-5pm: 410-323-5800
301-805-8191
Toll-Free 877-323-5800
Fax: 410-323-5876

Provides free mental health care with licensed therapists for low-income and uninsured families and individuals; particularly victims of violent crimes.

State's Attorney's Office

50 Maryland Avenue, 5th Floor
Rockville, MD 20850

MF 8am-530pm: 240-777-7300
TTY: 240-777-7455
Fax: 240-777-7413

Victim/Witness Coordinator

50 Maryland Avenue, 5th Floor
Rockville, MD 20850

MF 8am-530pm: 240-777-7428
Paula Slan (supervisor): 240-777-7384
Delores Briceno: 240-777-7444
Ethel Burnett: 240-777-7332
Rebecca Marcolini: 240-777-7370
Djoharia "Jo" Pfahler (Juvenile Court): 240-777-7300

Provides pre-trial information and accompaniment for witnesses and victims through court proceedings and gives referrals to outside service providers.

POLICE (All Emergencies Dial 911)

Montgomery County Police Department-Headquarters

2350 Research Boulevard
Rockville, MD 20850

MF 8am-5pm: 240-773-5000
Information & Support Services Division: 301-279-8000

Bethesda District - 2nd District

7359 Wisconsin Avenue

Bethesda, MD 20814

24 hours: 301-652-9200

Community Relations and Crime Prevention/School Program - Headquarters

9125A Gaither Road

Gaithersburg, MD 20877

MF 8am-5pm: 301-840-2881

Germantown District - 5th District

20000 Aircraft Drive

Germantown, MD 20874

24 hours: 301-840-2650

Silver Spring District - 3rd District

801 Sligo Avenue

Silver Spring, MD 20910

24 hours: 301-565-7740

Wheaton/Glenmont District - 4th District

2300 Randolph Road

Wheaton, MD 20902

24 hours: 240-773-5500

Montgomery Village/Gaithersburg District - 6th District

18749F N. Frederick Road

Gaithersburg, MD 20879

240 773-5704

Family Crimes Division

7300 Calhoun Place, Suite 300

Rockville, MD 20855

24 hours: 240-773-5400

Chevy Chase Village Police Department

5906 Connecticut Avenue

Chevy Chase, MD 20815

24 hours: 301-654-7302

Gaithersburg Police Department

14 Fulks Corner Avenue

Gaithersburg, Maryland 20877

24 hours: 301-258-6400

Fax: 301-258-6410

Maryland National Capital Park Police

12751 Layhill Road

Silver Spring, MD 20906

Routine Inquiries: 301-949-8010

Emergencies: 301-949-3010

Rockville Police Department

111 Maryland Avenue

Rockville, MD 20850

Rockville Police Emergency: 301-340-7300

Non-emergency: 240-314-8900

Takoma Park Police Department

7500 Maple Avenue
Takoma Park, MD 20912

Suspicious activity: 301-270-1100
Non-Emergency: 301-891-7102

Montgomery County Sheriff's Office

50 Maryland Avenue
Rockville, MD 20850

MF 8am-430pm: 240-777-7000
Domestic Violence: 240-777-7016
Fax: 240-777-7148

Domestic violence and Fugitive sections open 24 hours. Domestic violence section is responsible for service of all peace and protective orders. Victim case coordination services also available.

Maryland State Police

Barrack "N" Rockville
7915 Montrose Road
Rockville, MD 20854

24 hours: 301-424-2101

HOSPITALS**Holy Cross Hospital of Silver Spring**

1500 Forest Glen Road
Silver Spring, MD 20910

24 hours: 301-754-7000

Provides emergency and various social services, pastoral care and high-risk pregnancy clinic.

Montgomery General Hospital

18101 Prince Philip Drive
Olney, MD 20832

24 hours: 301-774-8882

www.montgomerygeneral.com

Provides emergency services, social services, pastoral care, and 24 hour crisis intervention services.

Shady Grove Adventist Hospital

9901 Medical Center Drive
Rockville, MD 20850-3357

24 hours: 301-315-3030

SAFE Coordinator: Heidi Bresee 301-279-6225

www.adventisthealthcare.com/sgah

Provides emergency services, physician referral, physical therapy, alcohol abuse treatment, and a 24 hour chaplain on-call.

Suburban Hospital Association

8600 Old Georgetown Road
Bethesda, MD 20814

24 hours: 301-896-3100

Provides emergency services, shock trauma, and patient-family services and counseling.

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

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

OMB Approval No. 2577-0249

Exp. (07/31/2017)

Purpose of Form: The Violence Against Women Reauthorization Act of 2013 ("VAWA") protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

Use of Form: This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as "Victim") has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

Confidentiality: All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL
ASSAULT, OR STALKING:**

Date Written Request Received by Victim: _____

Name of Victim: _____

Names of Other Family Members Listed on the Lease: _____

Name of the Perpetrator*: _____

***Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

Perpetrator's Relationship to Victim: _____

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
Occurred:** _____

Location of Incident(s): _____

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature _____ Executed on (Date) _____

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

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

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Rockville Housing Enterprises

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.²

The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that Rockville Housing Enterprises is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance under either the **Housing Choice Voucher, Project-Based Voucher, or Section 8 Programs**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under the **Housing Choice Voucher, Project-Based Voucher, or Section 8 Programs**, you may not be denied assistance, terminated from participation, or be

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the **Housing Choice Voucher, Project-Based Voucher, or Section 8 Programs**, solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

RHE may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If RHE chooses to remove the abuser or perpetrator, RHE may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, RHE must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA or find alternative housing.

In removing the abuser or perpetrator from the household, RHE must follow federal, state, and local eviction procedures. In order to divide a lease, RHE may, but is not required to, ask you for

documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, RHE may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, RHE may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer, you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

RHE will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

RHE's emergency transfer plan provides further information on emergency transfers, and RHE must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

RHE can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from RHE must be in writing, and RHE must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. RHE may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to RHE as documentation. It is your choice which of the following to submit if RHE asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by RHE with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that RHE has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, RHE does not have to provide you with the protections contained in this notice.

If RHE receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), RHE has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, RHE does not have to provide you with the protections contained in this notice.

Confidentiality

RHE must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

RHE must not allow any individual administering assistance or other services on behalf of RHE (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable federal, state, or local law.

RHE must not enter your information into any shared database or disclose your information to any other entity or individual. RHE, however, may disclose the information provided if:

- You give written permission to RHE to release the information on a time limited basis.
- RHE needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires RHE or your landlord to release the information.

VAWA does not limit RHE's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, RHE cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if RHE can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If RHE can demonstrate the above, RHE should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other federal laws, as well as under state and local laws.

Non-Compliance with The Requirements of This Notice

You may report RHE violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the HUD Baltimore Field Office at (410) 962-2520 or MDwebmanager@hud.gov.

For Additional Information

You may view a copy of HUD's final VAWA rule [Docket No. FR-5720-F-03] at <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>.

Additionally, RHE must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact RHE at (301) 424-6265 or 1300 Piccard Dr. Ste 203, Rockville, Maryland 20850.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the resources contained in the RHE Administrative Plan.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault and for victims of stalking seeking help, you may contact the resources contained in the RHE Administrative Plan.

APPENDIX B – RHE Ethics Policy



ROCKVILLE HOUSING ENTERPRISES

CODE OF ETHICS & STANDARDS OF CONDUCT POLICY

Rockville Housing Enterprises (Agency) has established standards of conduct for its employees and members of its Board of Commissioners. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of the agency. Because of its status as an independent public corporation, the agency recognizes its responsibility to conduct all business in a manner above reproach or censure. This Code of Ethics will describe, in detail, the standards by which members of the Board of Commissioners and staff are held accountable.

This code recognized and incorporates those sections of federal, state, and local which govern the conduct of public employees, and in no way supplants those provisions of the law. In cases where no statutory precedent exists, the policy of the agency shall apply, except that this policy shall in no way be taken to supersede the provisions of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees.

The Standards of Conduct contained within the Code of Ethics shall be generally applied to avoid the appearance or actual occurrence of any favoritism or special treatment towards any applicant, resident, vendor, or agent having business or dealings of any kind with the Agency. No Commissioner or employee shall use, cause, or allow to be used his or her positions to secure any personal privileges for himself, herself, others, or to influence the activities, actions, or proceeds of the Agency.

Rockville Housing Enterprises, in establishing standards of the conduct for employees and commissioners, recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Agency. While the Agency cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with the Agency. Specifically, these principles include:

- (1) No direct or indirect personal inducement of Agency employees. This includes the giving of gifts, money, tickets, or any item or service having value.
- (2) No direct or indirect inducement of member of the Board of Commissioners. This shall include the same provisions covering employees, except that it is recognized that in the course of business dealings, there may be times when meals and/or visits may be arranged. In such cases, such events should be reported to the Chairman of the Board with the nature of the visit explained.

It is expected the vendors or suppliers of professional services of the Agency will be governed by the Code of Ethics to which their particular profession prescribed. Any vendor or supplier found in violation of Agency policy shall be barred from future business dealing with the Agency. The Agency reserves the right to have vendors and suppliers sign a statement of compliance with standard of conduct of the Agency.



1.0 TITLE

This shall be called the “Rockville Housing Enterprises Code of Ethics and Standards of Conduct.”

2.0 APPLICABILITY

The provisions contained herein shall apply to all employees and the Board of Commissioners of the Agency. With respect to contracted professional services of the Agency (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.

3.0 PURPOSE

This Code of Ethics establishes standards of employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity, it nevertheless sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Agency.

4.0 DEFINITIONS

- (1) **AGENT** shall mean any employee of the Agency (whether full or part time) acting in his or her official capacity is an agent of the Agency.
- (2) **CLAIM** shall mean any demand, written or oral, made upon the Agency to fulfill an obligation arising from law or equity.
- (3) **COMMISSIONER** shall mean one of the persons serving on the Board of Commissioners of the Agency.
- (4) **CONTRACT** shall mean any obligation to do something arising from an exchange of promises or consideration between persons, regardless of the instance from in which it is stated.
- (5) **CONVENTIONAL PROGRAM** shall mean those housing programs operated by the Agency, which are broadly considered part of the “conventional public housing program.” This shall include but not limited to, such programs as Public Housing and the Capital Fund.
- (6) **EMPLOYEE** shall mean any person appointed or hired, whether full or part time, seasonal, temporary, paid or unpaid, on a fixed or unfixed term, provisional, or permanent.
- (7) **ENROLLEE** shall broadly mean any applicant, resident, or program participant in any program operated by the Agency. Specifically, an enrollee shall be a person



who is expecting to receive or is receiving some form of assistance from the Agency.

- (8) **FAMILY** shall mean the spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or a person living in a stable family relationship.
- (9) **INTEREST** shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, action, and/or omission to decide or act on the part of the Agency, its Board, or employees.
- (10) **LEASING PROGRAM** shall mean those programs operated by the Agency that are broadly included within the Housing Choice Voucher Program, Project- Based Rental Assistance Program, Low Income Housing Tax Credit Program, and all other affordable or market units owned by Rockville Housing Enterprises. Unless otherwise noted, the provisions contained herein shall apply equally to both the leasing program and the conventional program of the Agency.
- (11) **PERSON** shall mean any individual, corporation, partnership, business entity, association, organization, and may include an Agency employee.
- (12) **PUBLIC INFORMATION** shall mean information obtainable pursuant to the Freedom of Information Act and Agency guidelines adopted pursuant thereto.

5.0 ETHICAL STANDARDS FOR EMPLOYEES

No employee of the Agency shall have any employment, engage in any business or commercial transaction, engage in any professional activity, or incur any obligation in which the employee has an interest directly or indirectly that would impair the employee's independent judgment or action in the performance of the employee's official duties or that would conflict with the performance of the employee's official duties.

No employee shall possess or enter into any contract with any person who possesses or enters into a contract with the Agency unless:

- (1) The contract between the person and the Agency is awarded pursuant to competitive bidding procedure and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, and the Agency.
- (2) The contract between the person and the Agency is one in which the Agency employees has no interest and has no duties or responsibilities, or if the contract



with the person is one in which the Agency employee entered into prior to becoming an employee.

There shall be no preferential treatment given by an employee of the Agency acting in performance of his or her official duties to any person, agency, or organization.

No Agency employee shall use or permit the use of Agency-owned vehicles, equipment, materials, or property for the convenience or profit of himself, herself, or any other person. However, this provision shall not apply in case of usage for “diminutive” purposes, i.e., purposes which would not be construed as abuse of Agency property.

No Agency employee shall solicit any gift or consideration of any kind, nor shall any Agency employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Agency.

No agency employee acting individually can bind the housing agency in action or in verbal representation.

No Agency employee shall disclose, without proper authorization, non-public information or records concerning any aspects of the operation of the Agency, nor shall he or she use such information to the advantage or benefit of himself, herself, or any other person. This shall include records maintained on enrollees of the Agency, for whom a properly executed release of information form shall be obtained and kept in the client file. The release of any information relative to enrollees of the Agency shall be done pursuant to government regulations allowing the release of information among government agencies or agencies receiving government subsidy and shall be done following prescribed methods of requesting and transmitting such information with the full knowledge of the enrollee except in those cases where, through action of law and the enrollee’s knowledge, it is not required.

No Agency employee currently employed shall represent any person, other than himself or herself, in business negotiations and/or judicial or administrative actions or procedures to which the Agency may be party.

No former employee of the Agency shall personally represent any person in a matter in which the former employee personally participated while employed by the Agency for one year, if such representation would be adverse to the interests of the Agency. This provision shall not, however, bar the timely filing by current or former employees of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No member of the family of any Agency employee shall be appointed or hired to serve under the direct supervision or authority of that employee, and in no event shall any Agency employee participate in the decision- making regarding employment or contract for services of any family member.



No Agency employee shall have an interest in a contract between any person and the Agency, except that this provision shall not apply if the contract was entered into prior to the employee's hire by the Agency, the employee discloses his or her interest in the contract prior to employment, and after employment the employee has no power to authorize or approve payment, monitor performance, or compliance under the contract, audit bills or claims under the contract, and/or the compensation of the employee will not be affected by the contract.

No employee of the Agency shall discuss, vote upon, decide, or take part in (formally or informally) any matter before the Agency in which he or she has an interest. Exceptions shall be made in the case of an employee whose interest in the matter is minimal (e.g. an employee helping decide on a new telephone system owns 100 shares of AT&T stock), provided the employee shall fully and specifically describe his or her interest, writing, and the underlying basis of it whether it be ownership, investment, contract, claim employment, or family relationship, to his or her immediate supervisor prior to the employee's participation. If, in the opinion of the supervisor, there is any question as to whether the interest is minimal, the matter shall be referred to the Ethics Review Committee for binding decision on the question.

Any matter decided on, contracted, adjudicated, or any way acted upon by an employee who does not disclose a personal interest either in the matter or in any person or organization having an interest in the matter, may be considered null and void by the Agency. Such a matter may be referred to the Ethics Review to render judgment and assess any penalties if necessary.

If the Ethics Review Committee renders judgment that a matter was performed, a contract was entered into, or any matter was conducted, decided, or acted upon in a manner prohibited by the Code of Ethics, it may then propose, among other things, that the Board of Commissioners seek an injunction against the proscribed action.

No person employed by the Agency shall be permitted to participate as a lessor or lessor's agent in the leasing programs. Similarly, no member of the Board of Commissioners in his or her individual capacity shall be lessor or lessor's agent. These prohibitions, however, shall not apply where the employee or Commissioner is a principal in a not-for-profit, charitable, educational, or humanitarian agency or organization that may own or manage housing for rental purposes.

No person employed by the Agency shall be permitted to reside in an income restricted unit owned or directly managed by Rockville Housing Enterprises if they do not meet the income requirements. Unless the residency is a part of the employment agreement as in the case of a live-in on-site property manager. If a person employed by the Agency is also a program participant, the Executive Director must be notified by the employee of the participant's program status.

6.0 ETHICAL STANDARDS FOR COMMISSIONERS

The Board of Commissioners of the Agency is the architect of policy governing the operation of the Agency and retains the legal and fiscal responsibility for the Agency. Recognizing that the Commissioners are chosen from a broad range of fields, professions, and community interest, renders difficult the circumscription of external interest and activities of the Commissioners. It is



the intent that, insofar as is possible, the members of the Board of Commissioners are generally enjoined to follow the standards of conduct which are outlined in the Code of Ethics for employees. Further, it is expected that a Commissioner will voluntarily and fully outline his or her personal interest and potential conflicts of interest prior to assuming their seat on the board. Such a statement should be submitted to the Board Chairman within ninety (90) days of the Commissioner's appointment. For Commissioners currently serving, such an updated statement shall be developed within ninety (90) days of their re-appointment for a new term.

Such a statement shall disclose the following:

- (1) The names of any business, organizational, or professional involvement that might reasonably be inferred as having business with the Agency and for which at some point a Commissioner might be expected to vote, legislate, or rule on a matter involving said party.
- (2) Any current or past contact or interest in activities or program of the Agency including, but not limited to any contracts previously bid and let, familial relationship with any staff or other board members, or any consultative or professional contracts.
 - (a) No Commissioner shall vote, decide on, or discuss any matter before the Board if that Commissioner has an interest in the matter, except that:
 - (i) A Commissioner having an interest through a voluntary association with the person or organization may be allowed to discuss the matter.
 - (ii) If the matter concerns a person or organization in which the Commissioner had a former contact, and that former contact existed either prior to his or her selection or occurred at least two years prior to the current discussion of the matter, the Commissioner may act freely.
 - (b) No Commissioner may use his or her positions on the Board to intimidate, coerce, persuade, or otherwise influence any of the activities or employees of the Agency.

7.0 ETHICS REVIEW COMMITTEE

There shall be established an Ethics Review Committee of the Agency.

The purpose of the Committee shall be to review and render decisions on any matters involving ethical conduct or breach of ethical conduct by vendors or commissioners.

The Committee is empowered by the Board of Commissioners to:

- (1) Call witnesses and receive depositions in the performance of duties.



- (2) Call for provision of appropriate records, files, or tapes relative to the performance of its duties.
- (3) Review any records maintained by the Agency, except those records that are considered confidential or personal. However, confidential records may be examined upon execution of a proper release by the subject person.

In performing its duties, the Committee may:

- (1) Issue rules and regulations consistent with and to clarify the Code of Ethics.
- (2) Review any questions concerning alleged or suspected infractions of the Code of Ethics and make recommendations to the Board of Commissioners or the Executive Director for further or final actions.
- (3) Require financial disclosure or disclosure of any pertinent information by employees, vendors, or commissioners.
- (4) Oversee compliance by the Agency with the Code of Ethics and make any other applicable regulations involving ethics.

The Committee shall be composed of three (3) members and one (1) alternate: Board of Commissioners (1), employees (1), and neutral third party (1). The alternate member of the panel shall be a party versed in legal/ethical issues, e.g., an attorney not currently serving as counsel to the Agency or an academic authority on ethical issues.

The member of the Committee shall be appointed in the following manner:

- (1) The representative of the Board of Commissioners and the neutral third-party shall be selected by vote of the Board of Commissioners.
- (2) The employee representative and alternate shall be selected by the Executive Director.

Each member of the Committee will serve a three (3) year term. The term may be renewed once. In no case will a person serve more than two (2) consecutive three (3) year terms.

There shall be a Chair of the Committee, elected by the member of the Committee. The Chair shall serve for one (1) year and may not serve more than two (2) consecutive terms. The Executive Director of the Agency shall serve as a non-voting Secretary of the Committee.

Voting by the Committee shall be a simple majority, with the Chair voting as any other member.

The alternate member of the Committee may attend all meetings of the Committee. In the case of a conflict of interest by committee member, the alternate member will assume the role as a voting



member of the Committee. The alternate may at any and all times voice opinions regarding the deliberations of the Committee.

The Committee shall, upon receiving a written request from either the Board of Commissioners or an individual associated with the Agency, respond in writing within sixty (60) days after receipt of the request, unless the Committee determines that additional time is required. If additional time is required, it shall inform the requestor of the approximate time it will be able to render a response.

The Committee shall make reports and recommendations for action to the Board of Commissioners. If the Board finds a recommended action is properly within the purview of the Executive Director or his or her designee, it shall delegate the matter without further Board action.

The legal counsel of the Agency may be involved in the deliberations of the Committee, but he/she has no vote and cannot serve as the alternate committee member.



APPENDIX C – RHE Verification Table

Verification Chart

Levels of Verification Methods

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family. The PHA will follow the verification guidance provided by HUD in PIH Notice 2012-15, 2012-10 Guidance – Verification of Social Security Numbers (SSNs), Social Security (SS) and Supplemental Security Income (SSI) Benefits, PIH Notice 2010-19 Administrative Guidance for Effective use of the Enterprise Income Verification (EIV) System, and any subsequent Guidance issued by HUD. HUD has identified 6 levels of verification as shown in the chart below. However, the actual path through the six levels varies by type of income. This document describes the type of documentation that meets the requirements of each level and describes how the six levels are used for each type of income.

Level	Verification Type	Reliability Ranking	Description
6	HUD EIV	Highest (Mandatory)	Data from EIV Income Report. Is used primarily as a comparison to other verification and NOT used in calculations except in the case of SS and SSI.
5	Upfront (UIV) – Non-HUD System	Highest (Highly Recommended, not required)	Data received through an independent source that systematically and uniformly maintains income information in computerized form. Information obtained from UIV can be used in calculations without additional documentation. The different UIV sources RHE uses are throughout this chart
4	Written Third-party Documents	High:	3rd Party verification as defined by PIH Notice 2012-15, PIH Notice 2010-9; PIH Notice 2011-25. "This Notice clarifies that Written Third-party Verification, (Level 4), can be an original or authentic document generated by a third-party source dated either within 60-day period preceding the reexamination or PHA request date and that such documentation may be in the possession of the tenant (or applicant)." Verification mailed and or received directly from the source

3	Written Third-party Form (Requests)	Medium Low	Verification form mailed, faxed, or emailed directly from staff to third-party source and returned by source.
2	Oral Third-party	Low	Phone call by staff to third-party source following up on a Written Third-party form or Tenant Self Declaration. Two attempts to contact party must be made and documented. Information gathered must be documented in the file in order to move to the use of Tenant Declaration
1	Tenant Declaration	Low (Use as last resort)	A statement of reported income and/or expenses. File must document attempts and reason why a higher form of verification was not possible.

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Section 1. Income		
A. Wages and Salaries		
HUD EIV (Level 6)	Sources	Reporting Time Frame
	National Directory of new Hires (federal data)	Within one month of the end of the calendar quarter. First quarter wages (Jan-Mar) will be reported by May
	State Workforce Agencies, SWICA	Within 4 months of the end of the calendar quarter. First quarter wages (Jan – Mar) will be reported by August.
	Note: While EIV is the highest level on HUD’s verification hierarchy, it is not used in the calculation of wages and salaries. EIV is compared to other documents to confirm income and to identify additional sources of tenant income that may not have been reported.	
UIV Non-HUD System (Level 5)	• cccverify.com – Can be used to verify wages and salaries • MD Child Support – FAX 301-687-8136 • MD Unemployment FAX 410-767-2576 • MD Department of Health and Human Services 240-777-4100	
Written Third-party Documents (Level 4)	• RHE prefers original un-tampered payroll documents generated by the employer. • RHE will also accept a printout from the payroll system. • At least 2-4 current and consecutive paystubs (if participant/applicant has been with the employer at least that long), or • Employer notice or letter from employer that provides the necessary information • Completed Income Verification form completed by the employer but brought in by the participant/applicant • Complete Tax Return and Schedule-C for the self-employed brought in by the participant/applicant	
Written Third-party (Level 3)	Mail or Fax Verification of Employment Income Form directly to the source. Place copy of mailed or faxed form in file.	
Oral Third-party (Level 2)	• If resource does not respond to written request for information; and tenant cannot provide other 3rd Party Verification documentation, oral verification is required to verify income amount noted on the tenant self-declaration. • RHE requires two (2) oral verification attempts ○ Record and document in Yardi notes and in the file, the date and time attempts were made and the name and title of the contact person	
Tenant Declaration	• Use only if no other form of verification is provided. • Information provided on the application may be accepted as the tenant declaration	

(Level 1)	If all of the information needed to calculate income is provided. • If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that provides the needed information or declares the family's total annual income from earnings can be accepted. • Staff must document in the file any third-party verification that was not available.

B. Social Security	
HUD EIV (Level 6)	- EIV contains social security and SSI data. Information is reported from SSA and updated every 3 months. - EIV may be used as the sole source of verification for SS and SSI. The participant must be given the opportunity to agree/disagree with the information on the EIV report. If the participant agrees with the report and signs it, no other verification is required from SSA.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	- If the participant does not agree with the EIV Report, the participant must provide a benefit letter or printout of benefits dated within the last 60 days for each household member that receives SS and/or SSI benefits. - The participant may request verification of SS/SSI benefits without charge or penalty via the internet (preferred method) or phone: - RHE staff may assist the participant while in the office by accessing the SSA's website at www.socialsecurity.gov/myaccount and following the instructions for requesting a Proof of Income Letter that may be printed immediately. - Participant may call SSA's toll-free number, 800-772-1213 to request that a Proof of Income Letter be mailed to their home address. - The participant must provide the original to RHE. RHE will copy the letter and return the original to the participant.
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable. SSA does not permit PHAs to request direct third-party verification from SSA.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. Staff must document in the file why third-party verification was not available

C. Verification of Self-Employment	
Self-employment income refers to an individual who does not receive a paycheck from an employer (does not receive a W-2 form). If an individual owns a company and receives a paycheck that income would be counted under A. Wages and Salaries. Self-employed individuals must provide information on income received and may deduct allowable business expenses.	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	• Level 4 documents must be generated by a 3rd Party Source. Therefore, an accountant's profit and loss statement would be acceptable Level 4 documentation, but a statement of profit and loss (Schedule-C) prepared by the applicant/participant would be a Level 1 declaration. • A tax return can be considered Level 4.
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Use only if no other form of verification is available • RHE requires a Self-Employment Income/Expense Record Form from the participant that declares income from self-employment. • RHE may request supporting documents such as tax records, income and expense records, and copies of invoices. • Participants who use this form are expected to complete it for last calendar year and the current year – using estimated amounts for the remainder of the year.

D. Welfare Benefits and Reduced Welfare Benefits	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Available
Written Third- party Documents (Level 4)	RHE will use an original untampered award notice or printout from MD Department of Health and Human Services provided by the participant/applicant.
Written Third- party (Level 3)	• RHE will fax verification form the Montgomery County Department of Health and Human Services at FAX 240-777-4100 • For reduced welfare benefits. RHE requires written Verification of Reduction or Termination of Welfare Assistance from Montgomery County Department of Health and Human Services that states: 1. The amount of the reduction, 2. The reason for the sanction, which must be for (a) fraud, (b) failure to participate in an economic self-sufficiency program, or (c) failure to comply with a work requirement, and 3. The letter must state the term or duration of the sanction.
Oral Third- party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Document information obtained in the file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly welfare benefits can be accepted. • For reduced welfare benefits, RHE requires a statement from the participant that declares monthly welfare benefits reduced, reason for sanction, and term. Staff must document in the file the reason third-party was not available.

E. Veteran's Benefits	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	For clarification of Level 4 or Level 3 information provided call the Department of Veterans Affairs 1-800-827-1000 for VA benefits and use file number located on upper right corner of the VA benefit letter.
Written Third-party Documents (Level 4)	• RHE will accept an original untampered document generated by the Veteran's Administration including: • VA benefit letter. Benefit letters must be for the current year, but because they are issued annually, they do not have to be dated within 120 days of submission to RHE. • Print out of benefits that provides both gross and net income information. It must include information no older than 120 days before submission to RHE.
Written Third-party (Level 3)	Mail or Fax Verification Form directly to the VA
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. • Document information obtained in the file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly pension amounts can be accepted. Staff must document in the file the reason third-party was not available.

F. Periodic Payments (Pensions, Retirement Benefits, Annuities, Insurance Policy Benefits, or Other Periodic Payments)	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	• RHE will accept an original untampered benefit notice from the provider of the payment (can be brought in by the participant). • To be acceptable, the document must clearly specify gross amounts received and the time frame for payments.
Written Third- party (Level 3)	Mail or Fax Verification Form directly to the provider to obtain benefit information.
Oral Third- party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Document information obtained in the file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly pension amounts can be accepted. Staff must document in the file the reason third-party was not available. NOTE: Participants may receive (1) notice of a pension or similar payment when the payment began. RHE will retain the documentation provided by the participant and follow the verification hierarchy to obtain current documentation.

G. Unemployment Benefits	
HUD EIV (Level 6)	• EIV contains quarterly unemployment compensation data – updated with one month of the end of each quarter. • EIV should be used as a tool to identify individuals who may be receiving unemployment, but it is not acceptable verification of unemployment benefits. Additional documentation of unemployment compensation should still be requested from the individual. • If EIV does not indicated receipt of unemployment benefits in the immediate prior 12-month period, and the participant does not report unemployment income, RHE does not require additional verification of unemployment benefits.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	RHE will accept either of the following documentation: • An original and untampered benefit notice letter • A printout from local unemployment office
Written Third- party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares unemployment benefits is required. Staff must document in the file the reason third-party was not available.

H. Worker's Compensation	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	• An original untampered benefit notice or letter • At least two paystubs or other third-party generated documentation of worker's compensation received. • Print out from local worker's compensation office or employer.
Written Third- party (Level 3)	Use Income Verification Forms. Mail or Fax the form directly to the appropriate source.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares Worker's compensation can be accepted. Staff must document in the file the reason third-party was not available.

I. Child Support and Alimony	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	- For payments made through a government entity, the preferred document is the printout payments made from the local Child Support Enforcement Agency. - RHE will attempt to determine the regularity and frequency of payments to determine the average; preferably a 12-month period. - Copy of the latest check and or payment stubs, or, in the case of electronic deposit, a print-out of payments and disbursement. - For those that do not go through a state agency, use the document that established the support amounts, for example, court documents, divorce decree, alimony, or custody agreement or other arrangement. - At a minimum, 2 current and consecutive child support or alimony check stubs will be accepted.
Written Third-party (Level 3)	- Mail or Fax the Verification Form to the Child Support Agency FAX 301-687-8136 OR other appropriate Agency or appropriate payer to obtain current child support amount and payment status. - For those that do not through a state agency, we may need to send a form to the payer asking for the actual amount paid and payment status.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. - Telephone or in-person contact with third-party source. - RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. Family’s self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received. Staff must document in the file the reason third-party was not available.

J. Adoption Assistance and Foster Care

In this case, foster care only includes formal foster care arrangements through a state or local agency. This does not refer to informal care agreements between family and/or friends. If an applicant/participant receives income as a result of an information arrangement, it should be verified following instructions for Regular Contributions

HUD EIV (Level 6)	Data not available
Upfront – Non-HUD System (Level 5)	Not available
Written Third- party Documents (Level 4)	RHE will accept original untampered documents from appropriate agency identified by the participant to verify current assistance amount and status.
Written Third- party (Level 3)	Mail or Fax the Verification Form to the Agency FAX 301-687-8136 OR other appropriate Agency or appropriate payer to obtain current child support amount and payment status.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. Family's self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received. Staff must document in the file the reason third-party was not available.

K. Regular Contributions or Gifts	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	RHE will accept a notarized statement from a third-party stating the amount of regular contributions given to the family and may be hand carried in by participant.
Written Third- party (Level 3)	Send the Verification of Support Contribution Form to any third-party source providing contributions as reported by individual/family.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that declares regular contributions is required. Staff must document in the file the reason third-party was not available.

L. College Student Financial Aid (also see Section III x for definition of students)	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	- Financial aid letters or documents generated by the educational institution that shows the amount of awards per academic term. If these documents provide enough information to determine whether the student receives any amount in excess of tuition, no further documentation is needed. - Billing documents generated by the educational institution may be used to show tuition charges separate from all other items.
Written Third- party (Level 3)	Send the Verification of Support Contribution Form to any third-party source providing contributions as reported by individual/family.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. - Telephone or in-person contact with third-party source. - RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. Staff must document in the file the reason third-party was not available.

M. Military Pay	
HUD EIV (Level 6)	EIV contains quarterly wage data for the last 2 years of regular pay, special pay, of a member of the Armed Forces. Note. While EIV is the highest level on HUD's verification hierarchy, it is NOT used in the calculation of wages and salaries. EIV is compared to other documents to confirm income and to identify additional sources of tenant income that may not have been removed.
Upfront – Non-HUD System (Level 5)	The Defense Finance and Accounting Service provide payment for the US Department of Defense. http://www.dfas.mil/civilianemployees/customerservice.html#Military
Written Third-party Documents (Level 4)	Documentation submitted stating the individual is receiving regular pay, special pay, and/or any allowances as a member of the Armed Forces. In order for income to be excluded documentation must state the individual is currently being exposed to hostile fire.
Written Third-party (Level 3)	Count all sources of pay EXCEPT special family for a family member serving in the Armed Forces who is exposed to hostile fire.
Oral Third-party (Level 2)	Air Force & Army 877-734-6202 Coast Guard 785-339-2200 Marine Corps & Navy 888-332-7411 If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that declares regular contributions is required. Staff must document in the file the reason third-party was not available.

Section 2. Household Composition	
2A. Legal Identity	
RHE requires that the legal identity of each household member be verified	
HUD EIV (Level 6)	Once a HUD-50058 has been submitted for a family, EIV compares the names, SSNs, and birth dates reported with SSA to either confirm the identity of members or identify household members whose names, SSNs and birth dates do not match.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	RHE requires original, unaltered documents All Household members. Documentation must be provided that identifies each member and confirms relationships. Acceptable Documents include: For Adults: ○ Birth Certificate ○ Church-Issued Baptismal Certificate ○ Current, Valid Driver’s License or State issued ID ○ U.S. Passport ○ U.S. Military Discharge Form (DD 214) ○ Employer Identification Card ○ PH applicants/participants with a name different from what is on their birth certificate – and which is not the result of a typographical error must provide evidence of a name change such as a marriage certificate, divorce decree, legal document, or court order. For Children: ○ Birth Certificate ○ Adoption Papers ○ Custody Agreement ○ Health and Human Services ID ○ School Records
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration	If due to an uncontrollable circumstance, none of these documents are available, RHE will consider on a case-by-case basis accepting certification from a third-

(Level 1)	party who knows the person and who can attest to their identity. Staff must document in the file the reason third-party was not available.

2B. Social Security Number

HUD Requires all household members to obtain and disclose a SSN, except members who do not claim citizenship or eligible immigration status.

HUD EIV (Level 6)	EIV requires a precise match of first name, last name, date of birth and social security number shown on the HUD-50058 and Social Security Administration records.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	RHE Requires original, unaltered documents. Social Security Number ○ Original Social Security Card ○ Original document issued by a federal or state government agency, which contains both the name and SSN ○ Original SSA-Issued document that contains the name and the SSN Note: If an original print-out or document generated by federal or local government contains name, SSN and birth date, the document can be accepted as verification of all three. RHE uses the names of family members as it appears on their Social Security Card. RHE requires an individual with unmatched information to provide RHE with a corrected Social Security Card with 45 days.
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Not Applicable

2C. Citizenship and Immigration Status	
HUD Requires RHE to verify the citizenship or immigration status of all household members	
HUD EIV (Level 6)	Not Applicable
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	Citizenship Not Applicable • Immigration Status • Participant must provide appropriate immigration documents to initiate Level 4 verification.
Written Third- party (Level 3)	Send verification using DHS Form G-845, which is sent to USCIS, 2221 S. Clark Street, Arlington, VA 22202 Attention: Immigration Status Verifier, with a copy of the document to be verified.
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Citizenship Citizens • Must sign a declaration certifying U.S. Citizenship. Immigration Status Non-citizens must sign declaration certifying the following: • Eligible immigration status; or • Decision not to claim eligible status Staff must document in the file the reason third-party was not available.

2D. Verification of Disability

Disability of a family member may affect rent calculation in two ways:

- 1) If the head or co-head, or spouse is a person with disabilities, the family qualifies as a “disabled household” eligible for the elderly/disabled household deduction.
- 2) If any household member is a person with disabilities, the family may qualify for a deduction of medical expenses.

HUD EIV (Level 6)	RHE verifies disability status of family members through EIV when EIV reports that an individual is disabled AND receives payment of disability benefits. RHE will determine if the participant is an SSI recipient: and/or RHE will determine if the client receives SS and is under 62. If either of these conditions applies, and the EIV indicates the participant is disabled, EIV is sufficient verification of disability.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	RHE requires original, unaltered documents. SSA notice or benefit letter/ printout from the participant. The participant may contact SSA at 1-800-772-1213, visit the local SSA office, or request letter online at www.ssa.gov by clicking “already receiving benefits.”
Written Third-party (Level 3)	Use the Verification of Disability Form to document that the participant meets the HUD definition of a person with disabilities. RHE sends the form directly to a qualified professional having knowledge of the person’s disability, who can verify the participant’s status.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in yardi and in the tenant file. Staff must document in the file the reason third-party was not available.
Tenant Declaration (Level 1)	Not Applicable – RHE will not accept a tenant declaration for Verification of Disability

2E. Verification of Family Composition: Custody, Adoption, Foster Care, Expected Child	
HUD EIV (Level 6)	Not Applicable
Upfront – Non- HUD System (Level 5)	Not Available
Written Third- party Documents (Level 4)	Custody • Court documents or other legal/official agreements demonstrating custody. Shared Custody • If custody documents show shared custody, one of the following documents must be provided: ○ IRS returns that show which parent claimed the child as a dependent. ○ School records showing where the child goes to school. This can help determine custody. ○ Documents such as court or custody papers. ○ Family Services Agency documents. Adoption • Documents from State or local government entity that has placed the individual in foster care. • Printout of payments received from funding agency.
Written Third- party (Level 3)	Verification of Foster Care/Adoption
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Expected Child • A tenant declaration is accepted as verification for an expected child. Adoption, Custody, Foster Care. • RHE will accept tenant declaration if Level 4 documents cannot be provided. Staff must document in the file the reason third-party was not available. • If a parent of a minor is not a member of the household and the minor(s) was in the household at the time of admission or at least as far back as can be determined, guardianship documents will not be required.

2F. Verification of Student Status

Student status may affect eligibility and rent in several ways:

1. A college student who is under 24 years of age, is not a veteran, is not married, does not have a dependent child is not eligible to receive voucher assistance.
2. A family member other than the head, co-head or spouse who is a full-time student qualifies as a dependent
3. For both full and part-time students, staff must determine whether student financial aid in excess of tuition must be counted as income. (Different rules apply to different types of students).

HUD EIV (Level 6)	Not Applicable
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	Student Status • Original documents created by the educational institution that confirm the individual is a student and whether the student is full or part time (as defined by the institution). Financial Aid • Original documents created by the educational institution that specify any financial aid provided. Amounts in excess of tuition must be specified. Loans are not counted as financial aid.
Written Third- party (Level 3)	Utilize Verification Form to be sent to the educational institution
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Staff must document in the file the reason third-party was not available.
Tenant Declaration (Level 1)	If the educational institution is unable to confirm student status, a tenant declaration may be acceptable for the period IF level 4 documentation has been provided that shows the tenant has enrolled in school.

Section 3. Deductions
3A. Dependent Deduction
A household member who is not the head, co-head, or spouse, AND who is under the age of 18 or older who is a person with disabilities or a full-time student is a dependent.
• Verification of Age - See page 18 • Verification of Full Time Student Status – See page 24 • Verification of Disability – See page 21
3B. Elderly Household deduction
If the head, co-head, or spouse is 62 or older OR a person with disabilities, the household qualifies for the Elderly/Disabled Household deduction
• Verification of Age – See page 18 • Verification of Disability – See page 21

3C. Verification of Child Care Expenses

Reasonable childcare expenses for a child 12 or younger, that enables a family member to work, look for work, or go to school may be deducted. The deduction cannot exceed the amount earned. Therefore, to consider childcare RHE must verify:

1. That childcare expenses were incurred.
2. The individual enabled to work, look for work, or go to school actually does so.
3. Reasonableness of the expense.

HUD EIV (Level 6)	Not Applicable
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	Child Care Expenses • Written verification from person who provides care indicating amount of payment, hours of care, names of children, and frequency of payment. • Written documentation generated by a third-party to verify the reason for childcare. For example: ○ Verification of employment for the person enabled to work (if employed is claimed). ○ Verification of student status for the person enabled to go to school (if going to school is claimed). ○ Verification from and employment agency of the time the person is devoting to searching for work (if looking for work is claimed).
Written Third- party (Level 3)	Verification of Child Care Expense Form
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Staff must document in the file the reason third-party was not available.
Tenant Declaration (Level 1)	For verification of “looking for work” a statement that indicates efforts to seek employment and the amount of time spent looking. (It is unlikely that someone who is unemployed and looking for work can justify 8 hours a day for childcare.)

3D. Verification of Medical Expenses

For households in which the head, co-head or spouse is 62 or older or a person with disabilities, medical expenses that exceed 3% of the annual income may be deducted. RHE must verify:

1. The status of the family as an elderly or disabled household
2. The amount of medical expenses
3. If a client does not receive SSDI, RHE may do a 3rd party verification to determine disability status or the client may submit a reasonable accommodation request to be considered a disabled person or household.

Verification of Age	See Page 18
Verification of Disability	See Page 21
Verification of Medical Expenses	
HUD EIV (Level 6)	Not Applicable
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	• Documents generated by provider of medical service or expense ○ E.g. Print out from pharmacy • Paid receipts for ongoing medical expenses
Written Third-party (Level 3)	Verification of Expense form submitted to provider.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Staff must document in the file the reason third-party was not available.

Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • Statement of transportation expenses directly related to medical treatment, if there is no other source of verification can be accepted. • For claims of mileage as a medical expense, go to http://irs.gov. to verify
	current mileage allowance. To verify miles/distances traveled between home and appointment, staff may use http://maps.yahoo.com. Staff must document in the file the reason third-party was not available.

3E. Verification of Disability Assistance Expenses

Reasonable costs for the care of a disabled person and/or auxiliary apparatus that enables a family member to work or go to school may be deducted. RHE must verify:

1. The individual meets the definition of a disabled person.
2. The cost for the care or apparatus is reasonable and actually incurred.
3. The designated person actually works or goes to school.

Verification of Disability	See Page 21
Verification of Employment	See Page 4
Verification of Student Status	See page 24
HUD EIV (Level 6)	Not Applicable
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	Care Expenses • Written verification from care attendant (or paid receipts) stating amount received, frequency of payments, hours cared; AND • Written certification from doctor or rehabilitation agency that care is necessary to enable employment of household member; AND • In cases where the disabled person is employed, a statement from the employer that the apparatus is necessary for employment.
Written Third-party (Level 3)	• Verification of Disability form • Verification of Expenses/Costs form submitted to provided
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Staff must document in the file the reason third-party was not available.
Tenant Declaration	Use only if no other form of verification is available.

(Level 1)	Staff must document in the file the reason third-party was not available.

APPENDIX D - RHE Hardship Policy

ROCKVILLE HOUSING ENTERPRISES HARDSHIP POLICY

RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

Applicable Family Situations

Qualifying hardships include the following:

1. The family has experienced a decrease in income because of changed circumstances including,
 - a. Involuntary loss or reduction of employment
 - b. Death in the family
 - c. Involuntary reduction in or loss of earnings or other assistance
2. The family has experienced an increase in expenses because of changed circumstances, for
 - a. Medical costs that exceed 25% or more of the family's current expense
 - b. Childcare costs that exceed 25% or more of the family's current expense
 - c. Involuntary loss of transportation, such as a serious car accident
 - d. Education
 - e. Similar items
 - f. Such other situations and factors determined by RHE to be appropriate.

Process for Agency Review and Determination

When a client requests a hardship exemption from an MTW activity RHE will take the following actions:

1. Suspend the MTW activity beginning the next month after the request until the agency has determined if the request is warranted.
2. Determine whether a hardship exists within a reasonable time after the family request and whether it is temporary or long term.
3. RHE will not evict the family during the 90-day period beginning the month following the family's request for a hardship exemption.
4. If it is determined that a financial or other hardship exists and is **TEMPORARY**, RHE will continue providing an exemption from the MTW activity at a reasonable level for up to 90 days. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement, on terms and conditions established by RHE for the amount of back rent owed by the family.
5. If it is determined that a financial or other hardship exists and is **LONG-TERM**, RHE will continue providing an exemption from the MTW activity at a reasonable level for a specified duration determined by RHE. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement on terms and conditions established by RHE for the amount of back rent owed by the family.
6. If it is determined that a financial or other hardship request did not meet hardship standards, the client must resume the MTW activity and collect any retroactive rent, if applicable, through a reasonable repayment agreement.

Resident Notification

RHE will notify families of its Hardship Policy through its Administrative Plan, Admissions and Continued Occupancy Policy (ACOP), at intake, at recertification, and when a family is to be terminated due to an MTW activity.

Grievance Procedure

If a family's hardship request is denied, the family is permitted to go before the Hearing Officer for a second review.

Reasonable Accommodations

RHE will address persons with handicaps requesting a reasonable accommodation under 24 CFR part 8 through RHE' Reasonable Accommodations Policy and procedures.

Record Keeping

RHE will keep clear records for hardship requests and determinations for three (3) years. These records are available for public review and inspection at RHE' principal office during normal business hours and supplied to HUD if requested.

APPENDIX E - SEMAP Certification HUD Form 52648

Section 8 Management Assessment Program (SEMAP) Certification

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

OMB Approval No. 2577-0215
(exp. 02/29/2020)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)

Check here if the PHA expends less than \$300,000 a year in Federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes ☐ No ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes ☐ No ☐

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes ☒ No ☒

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☐ At least 98% of units sampled ☐ 80 to 97% of units sampled ☐ Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☐ At least 90% of files sampled ☐ 80 to 89% of files sampled ☐ Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes ☐ No ☐

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes ☐ No ☐

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☐ At least 98% of cases sampled ☐ Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes ☐ No ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes ☐ No ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes ☐ No ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes ☐ No ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes ☐ No ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes ☐ No ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes ☐ No ☐

Enter current FMRs and payment standards (PS)

0-BR FMR _____	1-BR FMR _____	2-BR FMR _____	3-BR FMR _____	4-BR FMR _____
PS _____	PS _____	PS _____	PS _____	PS _____

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes ☐ No ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes ☐ No ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes ☐ No ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes ☐ No ☐

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes ☐ No ☐

- 14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program .

Check here if not applicable ☐

PHA Response

Yes ☐

No ☐

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response

Yes ☐

No ☐

If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

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)

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) _____

Date (mm/dd/yyyy) _____

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
_____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
_____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).
Is line c 50% or more? Yes ☐ No ☐
- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
_____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
Is line d at least two percentage points higher than line a? Yes ☐ No ☐
- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
_____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
Is line d at least two percentage points higher than line a? Yes ☐ No ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

APPENDIX F - HUD Form 52665

Family Portability Information

Housing Choice Voucher Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

Public reporting burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to standardize the information submitted to the receiving Public Housing Agency (PHA) by the initial PHA. In addition, the information is used for monthly billing by the receiving PHA.

Sensitive Information. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f) and by the Housing and Community Development Act of 1987 (42 U.S.C. 3534(a)). Collection of this information, including SSN and annual income, is mandatory. The information is used to standardize the information submitted to the receiving Public Housing Agency (PHA) by the initial PHA. In addition, the information is used for monthly billing by the receiving PHA. The SSN is used as a unique identifier. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of a family port.

Part I Initial PHA Information and Certification

Instructions: This portion of the form is to be completed by the initial PHA for a family that is moving out of the initial PHA's jurisdiction under the portability procedures.

1. Head of Household Name				2. Head of Household Social Security Number	
3. Voucher Number (if applicable)	4. Bedroom Size	5. Issuance Date (mm/dd/yyyy)	6. Expiration Date (mm/dd/yyyy)	7. Date of Last Income Examination (mm/dd/yyyy)	
8. Annual income if new admission (not currently a voucher participant) \$ _____					
9. Date by which initial billing must be received (90 days following the expiration date of the initial PHA voucher) (mm/dd/yyyy) _____					
10. Initial PHA administrative fee rate \$ _____ (Note: include proration, if applicable. For example, if the proration factor for the year is 79% and your column B rate is \$60, enter \$47.4)					
11. 80% of initial PHA ongoing administrative fee (line 10 x 0.8) \$ _____					
12. Receiving PHA to which family has been referred: _____					

Attachments:

- A copy of the voucher issued by the initial PHA.
- The most recent form HUD-50058 and copies of all related verification information for the current form HUD-50058.** (Note: This is the latest form HUD-50058 completed for either an applicant, a new admission, an annual reexamination, or an interim redetermination. It is not the form HUD-50058 that the initial PHA completes to report the portability move-out.)

Certification Statement:

The family ☐ is a current program participant or ☐ is not a current program participant but is income-eligible in the receiving PHA's jurisdiction (see line 8 above), and the voucher was issued in accordance with the program regulations. Please issue the family a receiving PHA voucher that does not expire before 30 days from the expiration date indicated in Item 6 (the expiration date on the initial PHA's voucher) for the appropriate bedroom size (based on the receiving PHA's policies). I certify that the information contained on Part I of this form and the attached documents provided by my agency are true and correct. My agency will promptly reimburse amounts paid on behalf of the above family within 30 calendar days of receipt of Part II of this form and thereafter ensure that subsequent billing payments are received by your agency no later than the fifth working day of each month. Failure to comply with these payment due dates may result in the transfer of the family's voucher in accordance with program rules and regulations.

Name of Certifying PHA Official _____ Type Full Name and Address of Initial PHA below

Signature _____

Initial PHA Contact Name _____

Phone Number _____ Email _____

Form Submission Date (mm/dd/yyyy) _____

Part II-A Receiving PHA Information and CertificationInstructions: The **receiving PHA** must always complete Part II-A.

1. Head of Household Name		2. Head of Household Social Security Number
3. Voucher Bedroom Size (per receiving PHA's policies)	4. HAP Contract Number (if applicable)	

5. Receiving PHA administrative fee rate \$ _____
 (Note: include proration, if applicable. For example, if the proration factor for the year is 79% and your column B rate is \$60, enter \$47.4)

Certification Statement:

I certify that the information contained on Part II of this form and, if applicable, the attached form HUD-50058, is true and correct and that my agency will promptly remit any overpayment to your agency.

Name of Certifying PHA Official _____

Type full Name and Address of Receiving PHA below

Signature _____

Receiving PHA Contact Name _____

Phone Number _____ Email _____

Form Submission Date (mm/dd/yyyy) _____

Part II-B Family Status, Initial HAP Contract Execution and Billing Changes After HAP Contract Execution

Instructions: for initial billings, Part II-B must be completed by the receiving PHA and received by the initial PHA within 90 days following the expiration date of the initial PHA's voucher. For changes in the family status or the billing amount, Part II-B must be completed and sent within 10 working days from the effective date of the change. **The receiving PHA does not submit the billing form each month unless the monthly amount due changes or both PHAs agree to a different billing schedule that requires a more frequent billing submittal.**

Check all statements below that apply:

- ☐ 1. The above family has failed to submit a request for tenancy approval for an eligible unit within the allotted time period. You may therefore reissue your voucher to another family and, if applicable, modify any records concerning local preference usage and income targeting requirements. **STOP. Do not complete remainder of form.**
- ☐ 2. We have executed a HAP contract on behalf of the family and are absorbing the family into our own program effective _____ (mm/dd/yyyy). You may reissue your voucher to another family. **STOP. Do not complete remainder of form.**
- ☐ 3. We executed a HAP contract on _____ (mm/dd/yyyy) with an effective date of _____ (mm/dd/yyyy) and are billing your agency. The effective date of the family's annual reexamination will be _____ (mm/dd/yyyy). **A copy of the new form HUD-50058 is attached to this form. No other documentation is required.** (Note: Receiving PHAs are required to complete and submit a form HUD-50058 for families moving into their jurisdiction under portability. The receiving PHA may elect to conduct a special recertification of the family to conform the dates of the unit inspection and recertification, but is not required to do so by HUD in order to complete the form HUD-50058 for a portability move-in.) **Complete line 10 below.**
- ☐ 4. The HAP amount has changed effective _____ (mm/dd/yyyy) for the family because of: (Check all applicable items. **Complete line 10 below.**)
- ☐ annual recertification
- ☐ interim/special recertification
- ☐ change in payment standard
- ☐ the family moved to another unit in the receiving PHA jurisdiction.
- ☐ other: (specify)

Comments continued on separate page Yes ☐ No ☐

☐ 5. The HAP payments have been abated effective _____ (mm/dd/yyyy). Please suspend the HAP to owner portion from your payment effective _____ (mm/dd/yyyy) until further notice. **STOP. Do not complete remainder of form.**

☐ 6. The HAP payments that were abated beginning _____ (mm/dd/yyyy) have resumed effective _____ (mm/dd/yyyy). Please resume payment of HAP effective _____ (mm/dd/yyyy). (Note: do not complete remainder of form unless line 4 above also apply. In such cases, complete line 10 below.)

☐ 7. We will no longer bill your agency because we are terminating the family's participation in the program or the family is voluntarily leaving the program.

Billing arrangement termination effective date: _____ (mm/dd/yyyy).

Reason for termination: (specify)

STOP. Do not complete remainder of form.

☐ 8. We are absorbing the family into our program and terminating the billing arrangement effective: _____ (mm/dd/yyyy). **STOP. Do not complete remainder of form.**

☐ 9. The HAP contract has been terminated effective _____ (mm/dd/yyyy) and no new HAP contract has yet been executed on behalf of the family.

The family:

☐ will not be remaining in our jurisdiction and has been referred to your agency.

☐ intends to remain in our jurisdiction. The family's voucher expires _____ (mm/dd/yyyy). (Note: submit this form again once you know the outcome of the family's search).

STOP. Do not complete remainder of form.

☐ 10. Billing Information

Regular Billing Amount:

a. Monthly HAP amount due
(line 12s or 12af of form HUD-50058)

b. Ongoing admin fee
(1) lesser of: Part I, line 11 or Part II, line 5, or (2) amount otherwise agreed upon)

c. **Total regular monthly billing amount**
(sum of lines a and b)

\$ 0.00

Additional Amount Due, If Applicable:

d. Prorated HAP to owner from _____ to _____

e. Hard-to-house fee, if applicable

f. Other (explain)

g. Total additional amount (sum of lines d, e and f)

\$ 0.00

Total Billing Amount:

h. Payment Due This Billing Submission (sum of lines c and g)

\$ 0.00

(After this submission, billing amount is amount recorded on line c, unless otherwise notified by the receiving PHA.)

Comments:



APPENDIX G – MTW Supplement Plan



FY23 Moving To Work Supplement

**ROCKVILLE HOUSING
ENTERPRISES**

October 2022

Rockville Housing Enterprises

FY23 Moving to Work Supplement

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A.	PHA Information.
A.1	PHA Name: Rockville Housing Enterprises PHA Code: MD007 MTW Supplement for PHA Fiscal Year Beginning: (MM/DD/YYYY): 10/01/2022 PHA Program Type: Public Housing (PH) only Housing Choice Voucher (HCV) only X Combined MTW Cohort Number: 1 MTW Supplement Submission Type: X Annual Submission Amended Annual Submission
B.	Narrative.
B.1	MTW Supplement Narrative. Rockville Housing Enterprises (RHE) is situated in Rockville, Maryland. It was established in 1956 as the City of Rockville's public housing agency to provide affordable housing opportunities. RHE administers both the Public Housing and Housing Choice Voucher (HCV) programs as well as affordable housing options to all eligible households regardless of race, color, religion, sex, physical or mental handicap, familial status, national origin, or other protected class. RHE is dedicated to being an effective and innovative agency that enhances opportunities for self-sufficiency and provides quality affordable housing for the citizens of Rockville. The vision of RHE' Moving to Work (MTW) Program is to increase the self-sufficiency of its clients through addressing mental health impediments and removing barriers that discourage income increases, while achieving the highest level of internal operating efficiency.

RHE ACTIVITY 1

Alternative Recertification Schedule For Households (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The reduction in the frequency of recertifications provides an employment incentive for workable families to not be subject to a rent increase when their income improves due to self-sufficiency successes. Triennial recertifications will be conducted for all "workable" families" (non-elderly and non-disabled) and all "non-workable families" (elderly and disabled). Annual recertifications will remain for non-wage-earning workable families, families claiming zero income, and families making less than the minimum rent income level. Interim recertifications will be limited to one interim per calendar year and will be processed at the request of the household. If the interim is for a decrease in income, only income decreases of 10% or more will be processed. Interim decreases will be limited to one during a calendar year and no interim decreases during the first six months after initial occupancy. Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications. Family Self-Sufficiency program participants may be exempt from the limit on interim for the purposes of reporting income increases.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes

Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Minimum Rent 2. Stepped Rent Graduated Total Tenant Payment 3. Landlord Incentive: Alternative Beginning Lease Term
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

3.a., 3.b. - Alternative Reexamination Schedule for Households (PH & HCV)	Answer
What is the recertification schedule?	Once every three years
How many interim recertifications per year may a household request?	1
Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.	Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications.

FY23 RHE Impact Analysis Activity 1

Alternative Recertification Schedule

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Public Housing

RHE processes an average of 103 public housing recertifications annually. The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 62 each year; a decrease of 41 annual recertification actions or 60%. The estimated per action cost for public housing actions is \$689 per action. The estimated annual cost savings is estimated to be \$28,249.

Housing Choice Voucher

RHE processes an average of 552 HCV recertifications annually including portability (port-ins). The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 223 each year; a decrease of 329 annual recertification actions or 68%. The estimated per action cost for HCV actions is \$213 per action. The estimated annual cost savings is estimated to be \$70,077.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

The alternative recertification schedule will have a positive impact on the affordability of housing costs. Families with increases in earned income will not be obligated to report that increase for three years. A family will be able to utilize their increased income for other purposes, not just towards an increase in their tenant rent portion; the tenant rent will remain stable for a longer period of time. Also, families that experience a decrease in income or an increase in expenses more than once, in a twelve-month period, will be able to apply for a hardship exception to adjust for the loss of income. This policy has no impact on the contract rent, in which a family's tenant rent is based.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

This waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the termination rate of families. RHE has yet to terminate a family for failure to comply with the recertification process if the family submits the required documentation.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Objective - Cost Effectiveness

This waiver will decrease the administrative costs associated with processing annual and interim recertifications

MTW Statutory Objective – Self Sufficiency

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

It is anticipated that this waiver will increase the number of hardship requests for an additional interim recertifications. Currently, there are no limits on the number of income related interim recertifications a family can request.

Under the HCV Program, an average of 327 interims are completed annually, of which 112 or 34% represent more than one interim for a family processed within a 12-month period. That data represents 47 individual families that have requested more than one interim in a 12 month period which is approximately 9% of all families processed annually. Further program data reveals the following:

- 35 families had 2 interims within a 12 month period
- 8 families had 3 interims within a 12 month period
- 2 families had 4 interims within a 12 month period
- 2 families had 5 interims within a 12 month period

Under the Public Housing Program, an average of 57 interims are completed annually, of which 26 or 46% represent more than one interim for a family processed within a 12-month period. That data represents 10 individual families that have requested more than one interim in a 12 month period which is approximately 10% of all families that are recertified annually. Further program data reveals the following:

- 7 families had 2 interims within a 12 month period
- 3 families had 4 interims within a 12 month period

Based on the data presented, it is anticipated the hardship requests will likely be requested by the small percentage of families that submit the majority of interim requests. It is anticipated that 75% of the hardship requests will be approved and 25% of the request will be denied.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver is implemented based on income reviews, in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes. Although elderly and disabled participants are a protected class, this waiver will not have a negative effect on them.

RHE ACTIVITY 2

Self-Certification of Assets (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The asset self-certification threshold will be increased from \$5,000 to \$50,000. This will reduce the regulatory burden on both families and staff to allow a greater focus on people and not paperwork.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

3.c., 3.d. - Self-Certification of Assets (PH & HCV)	Input options and instructions
Please state the dollar threshold for the self-certification of assets.	\$50,000

RHE ACTIVITY 3

Eliminate Earned Income Disregard (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will eliminate the Earned Income Disregard. This will increase operational efficiencies by reducing the time it takes to administratively process the EID. Currently, the EID allows individuals who go from not working in the previous 12 months, to working, to gradually phase in the income counted toward their rental calculation over a period of 2 years. The EID is an opportunity for clients that gain earned income, that did not previously have earned income to experience the benefit of increased income without that income increase being utilized for rent immediately; however, due to cumbersome regulations, the cost to continue offering this exclusion far outweigh the benefits. Families will benefit from an increase in income without an immediate increase in rent.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: 1. Non-elderly, non-disabled families 2. Disabled families (to the extent those families are not exempt via a reasonable accommodation)
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No

Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will eliminate the Earned Income Disregard.

RHE ACTIVITY 4

Minimum Rent (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	To incentivize families to maintain employment, become accustomed to paying rent that is akin to what non-subsidized families pay, decrease program expenses, and increase self-sufficiency, RHE will increase the minimum rent from \$50 to \$130 for "workable families."
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Alternative Recertification Schedule 2. Stepped Rent Graduated Total Tenant Payment 3. Landlord Incentive: Alternative Beginning Lease Term
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.e., 1.f. - Minimum Rent (PH & HCV)	Input options and instructions
How much is the minimum rent or minimum Total Tenant Payment (TTP)?	\$ 130 minimum rent

FY23 RHE Impact Analysis Activity 4

Minimum Rent

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Public Housing

There are currently approximately 20 workable families in the Public Housing Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$1,600.

Housing Choice Voucher

There are currently approximately 45 workable families in the Voucher Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$3,600.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

Public Housing

Program rules dictate a family must pay the higher of the tenant-based rent or the minimum rent. Currently there are 20 public housing families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the Public Housing Program by 160%.

Housing Choice Voucher

Program rules dictate a family must pay the higher of 30% of adjusted income or 10% of gross income and never less than the minimum rent. Currently there are 45 HCV families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the HCV Program by 160%.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

This waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the termination rate of families.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Objective - Cost Effectiveness

This waiver will increase the cost effectiveness of both the Public Housing and HVC Programs. The amount of tenant rent collected in the Public Housing Program will increase and the amount of HAP paid under the HCV program will decrease. These funds will be available to fund self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets.

MTW Statutory Objective – Self Sufficiency

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

It is anticipated that the rate of hardship requests will increase regarding minimum rent waivers for both the Public Housing and HCV Programs. Historically RHE has only received one request to waive the minimum rent in the last seven years. It is expected that the majority, 90%, of initial minimum rent waiver requests will be approved.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver is implemented based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

RHE ACTIVITY 5

Initial Rent Burden (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the maximum family rent share, which is currently 40% of adjusted monthly income. The initial rent burden will increase not to exceed 50% of the family's monthly income. This will increase housing choices and lessen workable families' dependence on Federal subsidy.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Self-Sufficiency Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Cost Neutral
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE's FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

I.o. - Initial Rent Burden (HCV)	Input options and instructions
If the MTW agency plans to implement a new maximum income-based rent percentage (higher than 40% of adjusted monthly income), what is that maximum?	60%

FY23 RHE Impact Analysis Activity 5

Initial Rent Burden

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Approximately two percent, roughly 10 HCV families, pay more than 40% of their income towards their rent. RHE does not anticipate many families will choose this option due to the increase in tenant rent the family is likely to experience. Approximately one and one half percent, roughly seven HCV families, pay between 31% and 39% of their income towards their rent. These seven families would be best positioned to take advantage of this waiver and not experience an increase in tenant rent that is unaffordable.

This waiver will have a little impact on the Agency's financials. The majority of families that pay above 40% of their income toward rent are also have gross rents above the payment standard. Current program rules do not allow HAP to be paid for expenses above the Payment Standard; therefore, any additional increases in rent to be paid would be borne by the family.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This waiver may increase a family's rent burden, which may have a negative effect on housing affordability; however, this waiver is completely optional for the family.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

The waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the agency's termination rate of families.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Goal – Self-Sufficiency

This waiver will increase self-sufficiency by allowing families to pay more of their income towards their housing costs which is in line with the open rental market.

MTW Statutory Goal – Housing Choice

This waiver will increase housing choices as families are able to choose from a broader pool of available units.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet both the statutory objectives of Housing Choice and Self-Sufficiency.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

RHE does not anticipate this waiver will result in hardship requests as this is voluntary on the part of the HCV participant.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver is based on client choice in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

RHE ACTIVITY 6

Modify Income Exclusion for Full Time Students (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase self-sufficiency opportunities by giving an allowance for money spent directly on educational expenses. RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.).
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Cost Neutral
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.).

RHE ACTIVITY 7

Rent Reasonableness – Third-Party Requirement (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will remove the requirement to have a third-party perform rent reasonableness determinations on Project Based Voucher units owned, managed, or controlled by RHE.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No. At the Department's request, RHE must obtain the services of a third-party entity to determine rent reasonableness for PHA-owned units.
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

2.d. - Rent Reasonableness – Third-Party Requirement (HCV)	
Please explain or upload a description of the quality assurance method.	RHE will ensure quality by making the new method visible, reviewing the policies used in developing the data, providing documentation, consulting with experts and users (if and when needed), and by keeping users informed about corrections and revisions.
Please explain or upload a description of the rent reasonableness determination method.	The rent reasonableness process involves utilizing the on-line search engine to identify at least 3 similar units and documenting the reasonableness of the rent compared to the similar units found. This process is the standard method RHE uses for all voucher rent reasonableness tests. The standard rent reasonableness process would not change.

RHE ACTIVITY 8

Housing Quality Standards -Third-Party Requirement (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will remove the requirement to have a third-party perform HQS inspections on Project Based Voucher units owned, managed, or controlled by RHE. Participants are able to request an interim inspection. HQS inspection standards, as stated 24 CFR 982.401, will not be altered in any way, shape, or form. At the request of HUD, RHE will obtain the services of a third-party entity to determine if RHE-owned units pass HQS.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

5.c. - Third-Party Requirement (HCV)	Input options and instructions
Please explain or upload a description of the quality assurance method.	The quality control/assurance methodology that will be used for RHE performed HQS inspections, on RHE owned units, will be to have a third-party contractor conduct the quality control inspections on those units. The quality control inspection size will be based on the SEMAP quality control sample size requirement.

RHE ACTIVITY 9

Increase PBV Program Cap (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the cap on the number of vouchers that can be project-based from 20% not to exceed 50%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue RHE estimates the revenue will increase due to the ability to leverage financing on project-based units. The more project-based voucher units there are the more financing leverage will be available.
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

9.a. - Increase PBV Program Cap (HCV)	Input options and instructions
What percentage of total authorized HCV units will be authorized for project-basing?	Up to 50%

RHE ACTIVITY 10

Increase PBV Project Cap (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the cap on the percentage of project-based vouchers that can be project based in a building or project from 25% to 100%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue RHE estimates the revenue will increase due to the ability to leverage financing on project based units. The more PBV units there are the more financing leverage will be available.
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE's FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 11

Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will eliminate the selection process in the award of Project Based Vouchers to properties owned by RHE that are not public housing without engaging in an initiative to improve, develop, or replace a public housing property on site.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decrease expenditures This will decrease the administrative burden associated with the RFP process
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 12

Increase PBV HAP Contract Length (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the length of the term of a Project Based Contract up to 50 years including extensions subject to appropriations and the end of the MTW Authorization. This will allow RHE to have an initial contract year of 15 to 20 years with renewal options.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increase revenue The ability to leverage PBV units for a longer period of time will allow for more financing to be leveraged
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 13

Limit Portability for PBV Units (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will waive the requirement to provide a tenant-based voucher at 12 months when requested by a Project Based Voucher household. RHE will require Project Based Voucher households to remain in place for 24 months prior to being eligible to receive an available tenant-based voucher.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based unitsand/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Onlyupload impact analysis once when said impact analysis applies tomultiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 14

Housing Development Programs (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will utilize block grant funding to acquire, renovate, and/or build affordable units for low-income families that are not public housing units. Activities would be inclusive of, but not limited to, construction financing, gap financing, funding of reserves, and guarantees for non-public housing authority development of affordable housing. Development or investment in other affordable housing will include a variety of funding sources to include, but not limited to, project-based vouchers, Low Income Housing Tax Credits (LIHTC), federally insured loans, and state and local funding. Ownership structures are expected to vary depending on the deal structure.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Neutral (no cost implications) This activity will initially be a cost neutral activity as funding is shifted from one activity to another. However, the shift to development activities will allow RHE to leverage additional funding which will ultimately lead to increased revenue.
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

17.c. Housing Development Programs

For each LNT housing development that the MTW agency will commit funds to or spend funds on in this Fiscal Year, in Table 17.c.1 below please add the name of the development to one column heading and then provide the requested information, including the MTW agency role (Acquisition, Rehabilitation, or New Construction), the type of MTW agency financing (Gap Financing, Tax Credit Partnership, Other), and the total number of affordable units in the development. If possible, please provide a breakdown of the number of affordable units by level of affordability.

Housing Development Programs that the MTW Agency plans to commit Funds to in Fiscal Year [autofill upcoming year]

Question	David Scull Courts/Scattered Sites MD00700000 1 (see attached address listings)			
MTW Role: Acquisition, Rehabilitation, New Construction?	PH to PBV Conversion/Rehab			
Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Gap, funding for capital repairs			
Number of Affordable Units	105			
Total Number of Units	105			
Number of Units by Affordability				
• 80% of AMI	12			
• 60% of AMI	22			
• 30% of AMI	71			
• Other				

Housing Development Programs that the MTW Agency plans to spend funds on in the Fiscal Year [autofill upcoming year]

Rockville Housing Enterprises

PH Units - David Scull Scattered Site

David Scull - Public Housing	
1200 First Street	Rockville, MD 20850
1202 First Street	Rockville, MD 20850
1204 First Street	Rockville, MD 20850
1206 First Street	Rockville, MD 20850
1208 First Street	Rockville, MD 20850
1210 First Street	Rockville, MD 20850
1212 First Street	Rockville, MD 20850
1214 First Street	Rockville, MD 20850
1216 First Street	Rockville, MD 20850
1218 First Street	Rockville, MD 20850
1220 First Street	Rockville, MD 20850
1222 First Street	Rockville, MD 20850
1224 First Street	Rockville, MD 20850
1226 First Street	Rockville, MD 20850
1228 First Street	Rockville, MD 20850
1230 First Street	Rockville, MD 20850
1232 First Street	Rockville, MD 20850
1234 First Street	Rockville, MD 20850
1236 First Street	Rockville, MD 20850
1238 First Street	Rockville, MD 20850
1240 First Street	Rockville, MD 20850
1242 First Street	Rockville, MD 20850
1244 First Street	Rockville, MD 20850
1246 First Street	Rockville, MD 20850
1248 First Street	Rockville, MD 20850
1250 First Street	Rockville, MD 20850
1252 First Street	Rockville, MD 20850
1254 First Street	Rockville, MD 20850
1256 First Street	Rockville, MD 20850
1258 First Street	Rockville, MD 20850
1260 First Street	Rockville, MD 20850
1262 First Street	Rockville, MD 20850
1264 First Street	Rockville, MD 20850
1266 First Street	Rockville, MD 20850
1268 First Street	Rockville, MD 20850
1270 First Street	Rockville, MD 20850
1272 First Street	Rockville, MD 20850
1274 First Street	Rockville, MD 20850
1276 First Street	Rockville, MD 20850
1278 First Street	Rockville, MD 20850
1280 First Street	Rockville, MD 20850
1282 First Street	Rockville, MD 20850
1284 First Street	Rockville, MD 20850
1286 First Street	Rockville, MD 20850
1288 First Street	Rockville, MD 20850
1290 First Street	Rockville, MD 20850
1292 First Street	Rockville, MD 20850

Rockville Housing Enterprises

PH Units - David Scull Scattered Site

1294 First Street	Rockville, MD 20850
1296 First Street	Rockville, MD 20850
1298 First Street	Rockville, MD 20850
1300 First Street	Rockville, MD 20850
1302 First Street	Rockville, MD 20850
1304 First Street	Rockville, MD 20850
1306 First Street	Rockville, MD 20850
1308 First Street	Rockville, MD 20850
1310 First Street	Rockville, MD 20850
1312 First Street	Rockville, MD 20850
1314 First Street	Rockville, MD 20850
1316 First Street	Rockville, MD 20850
1318 First Street	Rockville, MD 20850
1320 First Street	Rockville, MD 20850
1322 First Street	Rockville, MD 20850
1301 First Street	Rockville, MD 20850
1303 First Street	Rockville, MD 20850
1305 First Street	Rockville, MD 20850
1307 First Street	Rockville, MD 20850
1309 First Street	Rockville, MD 20850
1311 First Street	Rockville, MD 20850
1313 First Street	Rockville, MD 20850
1315 First Street	Rockville, MD 20850
1317 First Street	Rockville, MD 20850
1319 First Street	Rockville, MD 20850
1321 First Street	Rockville, MD 20850
1323 First Street	Rockville, MD 20850
1325 First Street	Rockville, MD 20850
1327 First Street	Rockville, MD 20850
Public Housing Scattered Sites	
202 Horners Ln	Rockville, MD 20850
506 Crabb Ave	Rockville, MD 20850
609 Crabb Ave	Rockville, MD 20850
328 Lincoln Ave	Rockville, MD 20850
339 Howard Ave	Rockville, MD 20850
501 Pinewood Rd	Rockville, MD 20850
512 Pinewood Rd	Rockville, MD 20850
512 Woodston Rd	Rockville, MD 20850
618 Burgundy Dr	Rockville, MD 20850
608 Longwood Dr	Rockville, MD 20850
726 Grandin Ave	Rockville, MD 20850
615 N. Stonestreet Ave	Rockville, MD 20850
914 N. Stonestreet Ave	Rockville, MD 20850
330 Beall Ave	Rockville, MD 20850
205 N. Van Buren St	Rockville, MD 20850
226 N. Van Buren St	Rockville, MD 20850
507 Bickford Ave	Rockville, MD 20850

Rockville Housing Enterprises

PH Units - David Scull Scattered Site

509 Bickford Ave	Rockville, MD 20850
102 North St	Rockville, MD 20850
609 W. Lynfield Dr	Rockville, MD 20850
1309 Gladstone Dr	Rockville, MD 20851
1807 McAuliffe Dr	Rockville, MD 20851
1633 Lewis Ave	Rockville, MD 20851
1305 Clagett Dr	Rockville, MD 20851
1208 Parrish Dr	Rockville, MD 20851
1211 Highwood Rd	Rockville, MD 20851
1106 Broadwood Dr	Rockville, MD 20851
1620 Burris Rd	Rockville, MD 20851
13303 Midway Ave	Rockville, MD 20851

RHE ACTIVITY 15

Graduated Total Tenant Payment (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase client graduation from both the public housing and HCV programs and eliminate subsidy dependence by initiating a graduated total tenant payment (TTP) for workable families. The TTP will increase by the greater of the increase in TTP based on the increase in household income or 5% each year for families on annual recertifications schedules and 10% for families with triennial recertification schedules.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Minimum Rent 2. Alternative Recertification Schedule For Households 3. Landlord Incentive: Alternative Beginning Lease Term
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.c., 1.d. - Stepped Rent (PH & HCV)	Input options and instructions
Upload a document that presents the stepped rent schedule in the form of a table.	
If a household progresses all the way through the stepped rent schedule, what will their status be?	X They will no longer receive a subsidy ____ They will continue to receive a shallow subsidy
	____ Other\Not Applicable. [If checked]: Please explain

ROCKVILLE HOUSING ENTERPRISES
Public Housing & HCV
Graduated Total Tenant Payment Schedule
(Stepped Rent)

Residency Year	Able-Bodied Households (Triennial Recertifications)	Able-Bodied Households with Zero Income & making less than the Minimum Rent Income Level (Annual Recertifications)
Year 1	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 2		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 3		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 4	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 5		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 6		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 7	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 8		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 9		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 10	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.

FY23 RHE Impact Analysis Activity 15

Graduated Total Tenant Payment

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Public Housing Program Impact

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in three income bands: families below 50% AMI, families between 80% and 50% AMI, and families above 80% AMI.

PH Workable Families Below 50% AMI

Approximately 66% or 51 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$277. A 5% increase in the TTP will result in an average increase of \$3 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$15 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$3. The estimated aggregate increase in tenant rent collected from workable families below 50% of the AMI over the 10-year period is \$373.

PH Workable Families Between 50% and 80% AMI

Approximately 24% or 19 workable families have incomes between 50% and 80% of the AMI. The average monthly tenant rent for these families is \$900. A 5% increase in the TTP will result in an average increase of \$2 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$5 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$13. The estimated aggregate increase in tenant rent collected from workable families between 50% and 80% AMI over the 10-year period is \$1,478.

PH Workable Families Above 80% AMI

Approximately 10% or 8 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,560. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$9 a month. In years 7 - 10, the average monthly tenant rent increase is estimated to be \$23. The estimated aggregate increase in tenant rent collected from workable families above 80% of the AMI over the 10-year period is \$2,562.

The overall combined projected increase in tenant rent collected from all workable families over the 10-year period is \$4,413.

Housing Choice Voucher Program Impact

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in two income bands: families below 50% AMI and families above 80% AMI. There were not a significant number of families between 50% and 80% of the AMI; therefore, those few families were absorbed into the other income categories for this data analysis.

HCV Workable Families Below 50% AMI

Approximately 74% or 57 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$313. A 5% increase in the TTP will result in an average increase of \$1 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$2 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$5. The estimated aggregate increase in tenant rent paid by workable families below 50% of the AMI over the 10-year period is \$514.

HCV Workable Families Above 80% AMI

Approximately 26% or 20 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,392. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$7 a month. In years 7 -10, the average monthly tenant rent increase is estimated to be \$21. The estimated aggregate increase in tenant rent paid by workable families above 80% of the AMI over the 10-year period is \$2,286.

The overall combined projected increase in tenant rent paid by all workable families over the 10 year period is \$2,800. It is estimated the HAP costs will decrease by \$2,800.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This waiver will have a minimal impact on a family's ability to afford their housing costs. The increase in tenant rent is minimal resulting in an annual increase of less than \$5 for the first 5 years.

- 3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**
The waiver will not affect waiting list.
- 4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**
This waiver will not affect the agency's termination rate of families.
- 5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**
This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.
- 6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**
MTW Statutory Goal - Cost Effectiveness
This waiver will increase the amount of available funds to support self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets by \$7,213 over a ten year period.

MTW Statutory Goal – Self Sufficiency
This waiver will create an environment that is comparable to that of market rate rentals, wherein tenants are subject to annual rent increases regardless of their income status.
- 7. Impact on the agency's ability to meet the MTW statutory requirements**
This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.
- 8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**
RHE anticipates this waiver will increase the rate of hardship requests. The number of requests granted will likely increase as well.
- 9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**
This waiver is based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

RHE ACTIVITY 16

Lump Sum & Sporadic Income Inclusion (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	To further prepare RHE residents and participants for program graduation, RHE will now include lump sum and sporadic income for all household members in the rent calculation. Social security, military, and disability lump sum payments are excluded.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increase revenue Decrease expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will include lump sum and sporadic income for all household members in the rent calculation. Social security, military, and disability lump sum payments are excluded.

RHE ACTIVITY 17

Landlord Incentive: Alternative Beginning Lease Term (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE is requesting this Agency-Specific Waiver (ASW) to incentivize landlords to continue leasing to their tenants, that are already in place, when they receive a Housing Choice Voucher (HCV) and other similarly situated circumstances where a lease has been executed prior to the commencement of a HAP contract. Instead of the HAP contract starting on the first day of the initial lease term, as required in the HAP contract, the term may start on the first day the unit has passed HQS inspection or the date of execution of the tenancy addendum, whichever is later. The HAP contract takes effect when the owner and tenant execute the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS). Per the OMB-approved MTW Rider to the HAP Contract form, MTW agencies may request HUD approval to waive certain requirements pertaining to the HAP contract in certain instances. RHE has found that some landlords are refusing to participate in the HCV program when un-assisted tenants already in the unit receive a voucher and seek to lease in place using their newly issued voucher. This is due to having to create a new lease and the time involved. This is causing undo anguish and anxiety to tenants who wish to remain in their unit. To help tenants in these situations and to incentivize landlords to participate in the HCV program, RHE is utilizing the MTW Rider to the HAP Contract form that provides the flexibility to change the terms set forth in the HAP contract. RHE proposes utilizing its MTW flexibility, through this ASW, to have the HAP contract term commence on the first day of the initial lease term OR the HAP contract term may commence on the first day the unit passes HQS inspection or the date of execution of the tenancy addendum, whichever is later. The HAP contract takes effect when the owner and tenant execute the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS). The dwelling lease, between the landlord and tenant, and the HAP Tenancy Addendum are still required. The MTW Rider states: Pursuant to the Public Housing Agency's (PHA) participation in the MTW demonstration, the PHA may establish Section 8 HCV or PBV policies or requirements that differ from statutory requirements for both programs contained in the U.S. Housing Act of 1937, the relevant, regulatory requirements, and applicable Public and Indian Housing Notices. This ASW in no way allows for a HAP contract to be executed prior to a HQS inspection. Line 7. Initial Housing Assistance Payment of the Housing Assistance Payment (HAP) contract states, "The HAP contract term commences on the first day of the initial lease term." RHE would like the term to commence either on the first day of the initial lease term, or the term may start on the first day the unit has passed HQS inspection or the date of execution of the tenancy addendum, whichever is later. Some of the local challenges RHE is experiencing should be mitigated by the use of this ASW, including: ▪ Any situation where a client leases in place. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i> ▪ A client may move into a unit prior to HQS or other necessary PHA approvals due to a rental rate discount being given by the landlord for moving in early. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i>

	- A client may move in prior to HQS or other necessary PHA approvals by mistake because they may have intellectual capacity issues and may not have understood the HCV process. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i> - A client may be homeless or has some other housing emergency and must move in prior to HQS or other necessary approvals to secure the unit. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i>
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Neutral
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a PH or HCV activity, the agency will either see questions applicable to PH or HCV.	For HCV activities: - The MTW activity applies to all tenant-based units - The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	Yes
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes - Alternative Recertification Schedule - Minimum Rent - Stepped Rent Graduated Total Tenant Payment
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A
Statute or Regulation Waived	24 CFR 982.451(a)(2) and 24 CFR 982.305(c)

FY23 RHE Impact Analysis Activity 17
Landlord Incentive: Alternative Beginning Lease Term

- 1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**
Although this waiver is based on a MTW Rider to the HAP contract, it will not impact the agency's finances.
- 2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**
This waiver will not impact the affordability of housing costs for affected families.
- 3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**
The waiver will not affect the waiting list.
- 4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**
This waiver will not affect the agency's termination rate of families.
- 5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**
This waiver will not affect the agency's current utilization rate in the HCV program.
- 6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**
MTW Statutory Goal – Housing Choice
This waiver will assist in maintaining and even increasing the pool of qualified landlords in the HCV program, thereby increasing housing choices for RHE participants.
- 7. Impact on the agency's ability to meet the MTW statutory requirements**
This waiver will enable RHE to meet the statutory objective of Housing Choice.
- 8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**
This waiver will not result in additional hardship requests.
- 9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**
This waiver does not affect any protected class and is therefore not applicable.

D.	Safe Harbor Waivers.
D.1	Safe Harbor Waivers seeking HUD Approval: The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement. Will the MTW agency submit request for approval of a Safe Harbor Waiver this year? ☒ No
E.	Agency-Specific Waivers.
E.1	Agency-Specific Waivers for HUD Approval: The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I. In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable. For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement. Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year? ☒ Yes
E.2	Agency-Specific Waiver(s) for which HUD Approval has been Received: For each previously approved Agency-Specific Waiver(s), a set of questions will populate. Does the MTW agency have any approved Agency-Specific Waivers? ☒ No.

F.	Public Housing Operating Subsidy Grant Reporting.			
F.1	Please provide the public housing Operating Subsidy grant information in the table below for Operating Subsidy grants appropriated in each Federal Fiscal Year the PHA is designated an MTW PHA.			
Federal Fiscal Year (FFY)	Total Operating Subsidy Authorized Amount	How Much PHA Disbursed by the 9/30 Reporting Period	Remaining Not Yet Disbursed	Deadline
2021	\$673,465	\$673,465	\$0	9/30/2029
2022	\$601,089	\$264,187	\$333,902	9/30/2030
2023	\$	\$	\$	9/30/2031
G.	MTW Statutory Requirements.			
G.1	75% Very Low Income – Local, Non-Traditional. HUD will verify compliance with the statutory requirement that at least 75% of the households assisted by the MTW agency are very low-income for MTW public housing units and MTW HCVs through HUD systems. The MTW PHA must provide data for the actual families housed upon admission during the PHA's most recently completed Fiscal Year for its Local, Non-Traditional program households.			

Income Level	Number of Local, Non-Traditional Households Admitted in the Fiscal Year*
80%-50% Area Median Income	48
49%-30% Area Median Income	78
Below 30% Area Median Income	77
Total Local, Non-Traditional Households	203

*Local, non-traditional income data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

G.2	Establishing Reasonable Rent Policy.	
Question	Input options and instructions	
Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?	Yes. RHE is introducing a minimum rent requirement and stepped rent for workable families, eliminating Earned Income Disallowance, modifying income exclusions for full-time students, and increasing the initial rent burden of HCV participants through the FY22 MTW Supplement, which has been approved by HUD. Additional, RHE will include lump sums and sporadic income in the calculation of rent and offer term-limited assistance for workable families through the FY23 MTW Supplement. All waivers will be implemented at the beginning of the fiscal year	

		once the FY23 has been approved by HUD.
G.3	Substantially the Same (STS) – Local, Non-Traditional.	
Questions		Input options and instructions
Please provide the total number of unit months that families were housed in a local, non-traditional rental subsidy for the prior full calendar year.		0 unit months
Please provide the total number of unit months that families were housed in a local, non-traditional housing development program for the prior full calendar year.		2,436 unit months
How many units, developed under the local, non-traditional housing development activity, were available for occupancy during the prior full calendar year (by bedroom size)?		Please include only those units that serve households at or below 80% of AMI in the table provided. 203

PROPERTY NAME/ADDRESS	0/1 BR	2 BR	3 BR	4 BR	5 BR	6+ BR	TOTAL UNITS	POPULATION TYPE*	# of Section 504 Accessible (Mobility)**	# of Section 504 Accessible (Hearing/Vision)	Was this Property Made Available for Initial Occupancy during the Prior Full Calendar Year?	What was the Total Amount of MTW Funds Invested into the Property?
RELP One LP – Scattered Sites	5	37	11	0	0	0	53	General	0	0	No	N/A
219 Jay Drive B Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
722 Garden View Way G, Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
229 CorkTree Ln. Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
343 Falls Grove Apt. B, Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
Fireside Park Apts. 701 Monroe St. Rockville, MD 2050	57	78	11	0	0	0	146	General	0	0	No	N/A
	62	119	22	0	0	0	203		0	0		

G.4	Comparable Mix (by Family Size) – Local, Non-Traditional.
In order to demonstrate that the MTW statutory requirement of “maintaining a comparable mix of families (by family size) are served, as would have been provided had the amounts not been used under the demonstration” is being achieved, the MTW agency will provide information for its most recently completed Fiscal Year in the following table. Local, non-traditional family size data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.	

Family Size:	Occupied Number of Local, Non-Traditional units by Household Size
1 Person	78
2 Person	68
3 Person	30
4 Person	20
5 Person	6
6+ Person	1
Totals	203

G.5	Housing Quality Standards.	
	Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program. The public housing program is monitored through physical inspections performed by the Real Estate Assessment Center (REAC).	
H.	Public Comments.	
H.1		Input options and instructions
	Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.	
	Please attach a narrative describing the MTW agency's analysis of the comments and any decisions made based on these comments.	
	If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver?	Yes
	If yes, please attach the comments received along with the MTW agency's description of how comments were considered.	
I	Evaluations.	
I.1	Please list any ongoing and completed evaluations of the MTW agency's MTW policies, that the PHA is aware of, including the information requested in the table below. In the box "title and short description," please write the title of the evaluation and a brief description of the focus of the evaluation.	
Question		Input options and instructions
Does the PHA have an agency-sponsored evaluation?		No

Table I.1 – Evaluations of MTW Policies

Title and short description	Evaluator name and contact information	Time period	Reports available
J	MTW Certifications of Compliance.		
J.1	The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD. Certification is provided below.		

Rockville Housing Enterprises

PUBLIC NOTICE

MTW Supplement Annual Plan FY2023

Rockville Housing Enterprises (RHE) is providing a forty-five (45) day notice to residents and the public for RHE's proposed MTW Supplement Annual Plan FY2023.

Copies of the MTW Supplement Annual Plan FY 2023 can be viewed at RHE office exterior lobby located at 1300 Piccard Dr. Suite 203 Rockville, MD 20850 during the hours of 9:30 am and 4:00 pm. and on the RHE Website www.rockvillehe.org starting August 15, 2022.

A public hearing will be held on the plan on Wednesday, October 5, 2022

Please email any written comments by 5:00 p.m. on October 19, 2022.

Please submit comments to:

tdyson@rockvillehe.org

**Rockville Housing Enterprises
FY2023 Annual Plan MTW Supplement
Public Comment Period**

Additional Comments Received

The following additional comments were received by RHE Board Members regarding the proposed MTW Supplement submission:

Commissioner Duffy: I don't agree with the term limits. The rents in Rockville are too high. Let revisit this at a later date.

Commissioner Marr: I agree with Commissioner Duffy. I don't like term limits.

Commissioner Kaplowitz: What about the families on the waiting list who never get served?

RHE Board decided not to move forward with implementing program term limits. This waiver will not be submitted.

**Rockville Housing Enterprises
FY2023 Annual Plan MTW Supplement
RHE Resident Advisory Board Meeting**

Date: September 20, 2022

Via: Zoom

Attendees:

Torlynn Dorsey
Evelyn Garcia
Aaliyah Suliaman
Janice Johnson
Bakisha Pringle

The RHE Resident Advisory Board was given a copy of RHE' FY23 Annual Plan and the FY23 MTW Supplement to the Annual Plan.

There were no comments.

MTW 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 MTW Supplement to the Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chairperson or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the MTW Supplement to the Annual PHA Plan for the MTW PHA Fiscal Year beginning (10/01/2022), hereinafter referred to as "the MTW Supplement", 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 MTW Supplement and implementation thereof:

- (1) The PHA made the proposed MTW Supplement and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the MTW Supplement and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board(s) or tenant associations, as applicable) before approval of the MTW Supplement by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the annual MTW Supplement.
- (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 MTW Supplement in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) all regulations implementing these authorities; and other applicable Federal, State, and local civil rights laws.
- (5) The MTW Supplement 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 MTW Supplement contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the MTW PHA's jurisdiction and a description of the manner in which the MTW Supplement is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing, which means that it will: (i) take meaningful actions to further the goals identified by the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150-5.180 and 903.15; (ii) take no action that is materially inconsistent with its obligation to affirmatively further fair housing; and (iii) address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3) and 903.15(d). Note: Until the PHA is required to submit an AFH, and that AFH has been accepted by HUD, the PHA must follow the certification requirements of 24 CFR 903.7(o) in effect prior to August 17, 2015. Under these requirements, the PHA will be considered in compliance with the certification requirements of 24 CFR 903.7(o)(1)-(3) and 903.15(d) if it: (i) examines its programs or proposed programs; (ii) identifies any impediments to fair housing choice within those programs; (iii) addresses those impediments in a reasonable fashion in view of the resources available; (iv) works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and (v) maintains records reflecting these analyses and actions.
- (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 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identity, or marital status and 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 135.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (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.
- (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 200.333-200.337 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 200.
- (21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of housing quality standards as required in PIH Notice 2011-45, or successor notice, for any local, non-traditional program units. The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982, for any Housing Choice Voucher units under administration.
- (22) The MTW PHA will undertake only activities and programs covered by the Moving to Work Operations Notice in a manner consistent with its MTW Supplement and will utilize covered grant funds only for activities that are approvable under the Moving to Work Operations Notice and included in its MTW Supplement. MTW Waivers activities being implemented by the agency must fall within the safe harbors outlined in Appendix I of the Moving to Work Operations Notice and/or HUD approved Agency-Specific or Safe Harbor Waivers.
- (23) All attachments to the MTW Supplement have been and will continue to be available at all times and all locations that the MTW Supplement is available for public inspection. All required supporting documents have been made available for public inspection along with the MTW Supplement 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 MTW Supplement and will continue to be made available at least at the primary business office of the MTW PHA.

Rockville Housing Enterprises

MTW PHA NAME

MD007

MTW PHA NUMBER/HA CODE

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

Dr. James Hedrick Ph.D.

NAME OF AUTHORIZED OFFICIAL

Chairman

TITLE

James Hedrick

SIGNATURE

10/26/2022

DATE

* *Must be signed by either the Chairperson 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 Chairperson or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

RESOLUTION NO.: 2022-13

**APPROVAL AND AUTHORIZATION TO SUBMIT THE ROCKVILLE HOUSING ENTERPRISES’
FY2023 MOVING TO WORK SUPPLEMENT TO THE ANNUAL RHE PLAN
COVERING THE PERIOD OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023,
TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, Rockville Housing Enterprises’ (RHE) mission is to be an effective and innovative agency dedicated to enhancing opportunities for self-sufficiency and providing quality affordable housing for the citizens of the City of Rockville, and

WHEREAS, the Moving to Work (MTW) demonstration program supports Rockville Housing Enterprises’ mission and Rockville Housing Enterprises has been designated as a MTW agency, and

WHEREAS, Rockville Housing Enterprises has prepared its FY2023 MTW Supplement to the Annual RHE Plan covering the period October 1, 2022, through September 30, 2023, and

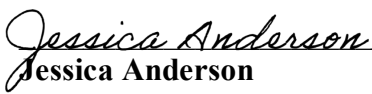
WHEREAS, the Rockville Housing Enterprises updated its Housing Choice Voucher Administrative Plan and Public Housing Admissions and Continued Occupancy Policy (ACOP) to reflect policy changes made in the FY2023 MTW Supplement, and

WHEREAS, the MTW Supplement, Administrative Plan, and ACOP were available for public comment for at least forty-five (45) days, and there were no less than fifteen (15) days between the public hearing and the approval of the MTW Supplement by the Board of Commissioners in order to incorporate any public comments into the MTW Supplement, and

WHEREAS, Rockville Housing Enterprises received twelve (12) public comments and three (3) public agency-specific waiver comments about the program design, and

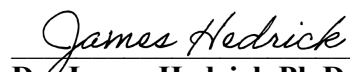
WHEREAS, Rockville Housing Enterprises’ FY2023 MTW Supplement to the Annual RHE Plan is incorporated by reference into this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Rockville Housing Enterprises approves and authorizes the Executive Director to submit the Rockville Housing Enterprises’ FY2023 MTW Supplement to the Annual RHE Plan to the U. S. Department of Housing and Urban Development and authorizes the Executive Director to execute all necessary agreements and to make changes that are not substantial.



Jessica Anderson
Executive Director

October 26, 2022
DATE



Dr. James Hedrick Ph.D.
Chairman

APPENDIX A – MTW Activity Organizer

FY23 RHE MTW Supplement Activity Organizer

RHE Activity #	MTW Waiver	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
1. Tenant Rent Policies						
15	c. & d. Stepped Rent - Graduated Total Tenant Payment (PH & HCV)	X	X	X	X	X
4	e. f. Minimum Rent (PH & HCV)	X	X	X	X	X
5	o. Initial Rent Burden (HCV)	X	X	X	X	
3	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Exclude EID</i>	X	X			
6	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Exclude specific income for full-time students</i>	X	X			
16	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Include lump sums and sporadic income</i>	X	X			
2. Payment Standards and Rent Reasonableness						
7	d. Rent Reasonableness - Third-Party Requirement (HCV)	X	X			
3. Reexaminations						
1	a. & b. Alternative Reexamination Schedule for Households (PH & HCV)	X	X	X	X	X
2	c. & d. Self-Certification of Assets (PH & HCV)	X	X	X		
5. Housing Quality Standards (HQS)						
8	c. Third-Party Requirement (HCV)	X	X			
9. Project-Based Voucher Program Flexibilities						
9	a. Increase PBV Program Cap (HCV)	X	X	X		
10	b. Increase PBV Project Cap (HCV)	X		X		
11	c. Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)	X				
12	f. Increase PBV HAP Contract Length (HCV)	X		X		
13	h. Limit Portability for PBV Units (HCV)	X				
17. Local, Non-Traditional Activities						
14	c. Housing Development Programs	X	X	X		

FY23 RHE Agency Specific Waiver

RHE Activity #	Agency Specific Waiver	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
17	Landlord Incentive: Alternative Beginning Lease Term – HCV	X			X	X

APPENDIX B – Hardship Policy

ROCKVILLE HOUSING ENTERPRISES HARDSHIP POLICY

RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

Applicable Family Situations

Qualifying hardships include the following:

1. The family has experienced a decrease in income because of changed circumstances including,
 - a. Involuntary loss or reduction of employment
 - b. Death in the family
 - c. Involuntary reduction in or loss of earnings or other assistance
2. The family has experienced an increase in expenses because of changed circumstances, for
 - a. Medical costs that exceed 25% or more of the family's current expense
 - b. Childcare costs that exceed 25% or more of the family's current expense
 - c. Involuntary loss of transportation, such as a serious car accident
 - d. Education
 - e. Similar items
 - f. Such other situations and factors determined by RHE to be appropriate.

Process for Agency Review and Determination

When a client requests a hardship exemption from an MTW activity RHE will take the following actions:

1. Suspend the MTW activity beginning the next month after the request until the agency has determined if the request is warranted.
2. Determine whether a hardship exists within a reasonable time after the family request and whether it is temporary or long term.
3. RHE will not evict the family during the 90-day period beginning the month following the family's request for a hardship exemption.
4. If it is determined that a financial or other hardship exists and is **TEMPORARY**, RHE will continue providing an exemption from the MTW activity at a reasonable level for up to 90 days. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement, on terms and conditions established by RHE for the amount of back rent owed by the family.
5. If it is determined that a financial or other hardship exists and is **LONG-TERM**, RHE will continue providing an exemption from the MTW activity at a reasonable level for a specified duration determined by RHE. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement on terms and conditions established by RHE for the amount of back rent owed by the family.
6. If it is determined that a financial or other hardship request did not meet hardship standards, the client must resume the MTW activity and collect any retroactive rent, if applicable, through a reasonable repayment agreement.

Resident Notification

RHE will notify families of its Hardship Policy through its Administrative Plan, Admissions and Continued Occupancy Policy (ACOP), at intake, at recertification, and when a family is to be terminated due to an MTW activity.

Grievance Procedure

If a family's hardship request is denied, the family is permitted to go before the Hearing Officer for a second review.

Reasonable Accommodations

RHE will address persons with handicaps requesting a reasonable accommodation under 24 CFR part 8 through RHE's Reasonable Accommodations Policy and procedures.

Record Keeping

RHE will keep clear records for hardship requests and determinations for three (3) years. These records are available for public review and inspection at RHE's principal office during normal business hours and supplied to HUD if requested.

APPENDIX C – Modified Escrow Saving Schedule

Modified Escrow Saving Schedule

Education and Training Completion of:	Frequency	Incentive
Training/Certificate Program	one-time	\$300
GED	one-time	\$400
Associates Degree	one-time	\$500
Bachelor's Degree	one-time	\$800
Master's Degree	one-time	\$1000

Employment:	Frequency	Incentive
Obtain new employment	one-time	\$250
Employment retention for 12 months	One-time per year	\$500

Participation:	Frequency	Incentive
Annual face to face progress meetings	one-time per year	\$250
Successful completion of the program	one-time	\$1000

Financial Literacy:	Frequency	Incentive
Financial Coaching/Classes	one-time per year	\$250
Improve credit score	one-time	varies
Open and maintain checking and savings	one-time	\$200
Increase savings goals by at least \$500	one-time	varies

Homeownership/Unsubsidized:	Frequency	Incentive
First Time Homeownership Class	one-time	\$250
Work with Homeownership Coordinator	one-time	\$250
Purchase Home	one-time	\$2500
Transition off of subsidy	one-time	\$1500

RHE will apply the escrow credits at the time of completion for the following completions:
Completion of training/certificate program;
Completion of GED
Completion of Associates, Bachelors, or Master's Degree;
Obtaining new employment

Escrow pay points is double the amount of the number of points for credit increase in 50 points intervals. 25-point increase = \$25, 50-point increase = \$50, 75-point increase = \$75.
Employment retention for 12 consecutive months;
Attend all required face to face progress meetings;
Participate in financial literacy classes; and/or
Purchase home or transition off of subsidy

RHE will apply escrow credits upon successful completion of the program for the following escrow pay points:

Successful completion of the FSS program;

Improve credit score;

Open and maintain a checking and savings account;

Increase personal savings by at least \$50;

Participate in homeownership preparation activities; and

Transition off of subsidy.

Escrow pay points maybe applied retroactively, with the exception of those escrow pay points that are only applied upon successful completion of the program. For example: if a participant earns an bachelors degree in June, but does not have an annual face to face progress report meeting and supply the supporting documentation of completion of the goal until later in the year, the escrow accrual pay point may still be applied to the account. However, the interest on the account will not be applied retroactively.

The following chart shows the escrow pay point and verification of supporting documentation needed in order to apply the escrow credit.

Category	Goal	Amount	Frequency	Supporting Documentation
Education/ Training	Completion of training/certificate/ certification program	\$300	One-time	Certificate, certification or transcript
Education/ Training	GED	\$400	One-time	Diploma or transcript
Education/ Training	Associates	\$500	One-time	Diploma or transcript
Education/ Training	Bachelors	\$800	One-time	Diploma or transcript
Education/ Training	Masters	\$1000	One-time	Diploma or transcript
Employment	Obtain New Employment	\$250	One-time	One or more of the following: --RHE Employment verification form. -Employer offer letter on company letter head
Employment	Employment Retention for 12 months	\$500	One-per year	One or more of the following: --RHE Employment verification form. -Employer offer letter on company letter head. -Self-employment tax forms
Participation	Completion of annual face to face progress meeting	\$250	One-time per year	RHE one-on-one meeting verification.
Participation	Successful completion of the FSS program	\$1000	One-time	Graduation Certificate
Financial Literacy	Participate in financial classes, coaching, and education	\$250	One-time per year	One or more of the following: -Certificate of completion -Coaching session verification

Category	Goal	Amount	Frequency	Supporting Documentation
Financial Literacy	Improve credit score	varies	One-time	Initial credit report and follow up credit report from the same 12 interval period and follow up 90 days before graduation
Financial Literacy	Open and maintain checking and savings accounts	\$200	One-time	Bank statements
Financial Literacy	Increase personal savings by \$500	varies	One-time	Bank statement
Homeownership/Unsubsidized	First time homeownership class	\$250	One-time	Certification of completion
Homeownership/Unsubsidized	Work with Homeownership Coordinator	\$250	One-time	Verification from Homeownership coordinator
Homeownership/Unsubsidized	Purchase Home	\$2500	One-time	Closing Disclosure Settlement statement
Homeownership/Unsubsidized	Transition off of subsidy	\$1500	One-time	\$0 HAP or EOP

Transition current participants/successfully completing program 2021

Participants successfully completing the FSS program in 2021 will remain on the current FSS program model and upon completion will receive escrow payout based on the calculations of the current model.

Transition current participants continuing in the FSS program after 2021 and beyond

Participants will transition to the new escrow schedule pay point model for the remainder of their contract.

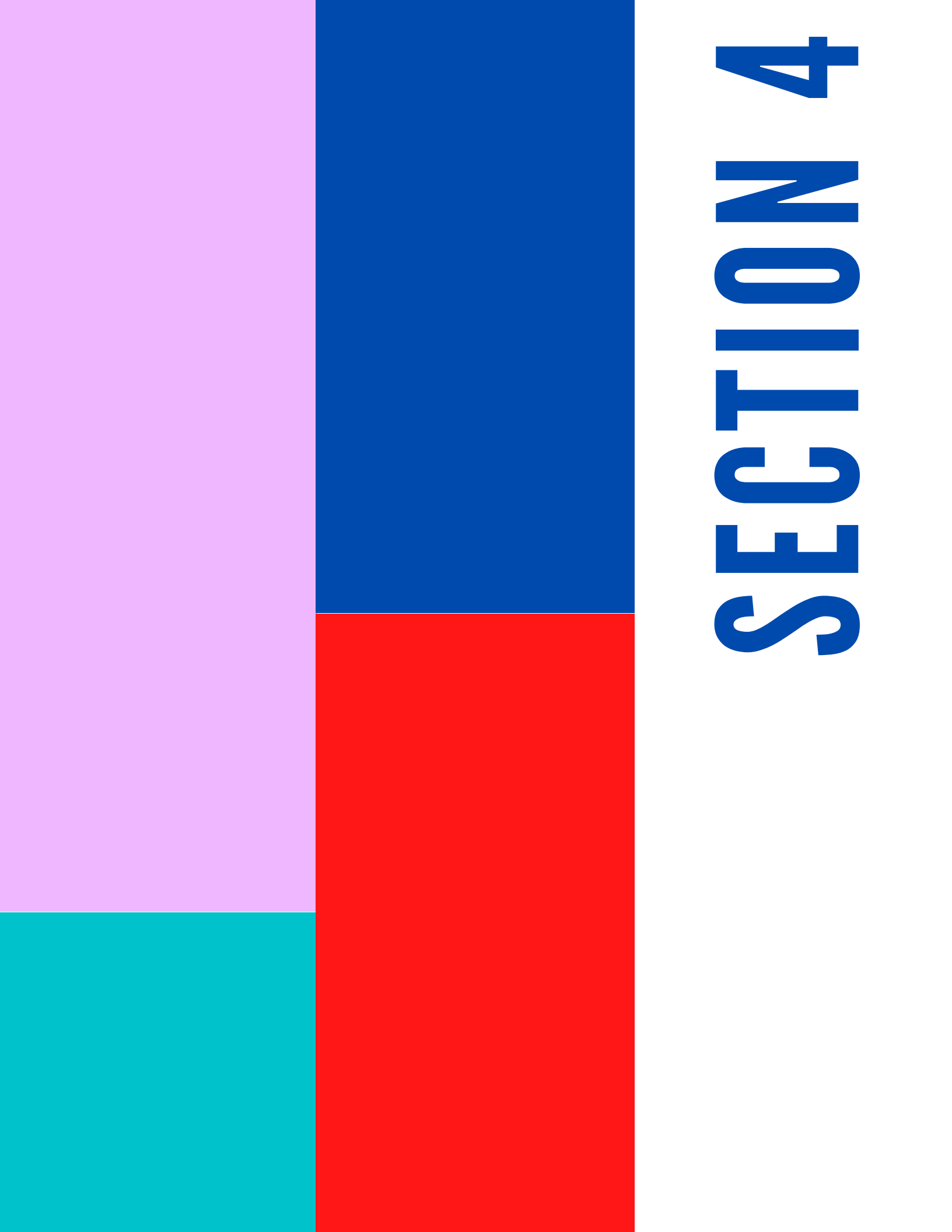
Participants that accrued savings through December 2020, will remain in their accounts and upon successful completion of the program will be paid out in combination with the escrow savings accrual under the new model.

Participants that have not accrued through December 2020, will accrue a savings based on the new model for the remainder of their contract.

Transition New FSS participants

All new participants will accrue escrow through the new savings model.

All current participants will be required to sign an amendment to their current contract outlining how the new FSS escrow savings model



SECTION 4



ROCKVILLE HOUSING ENTERPRISES

**POLICY ON
ADMISSIONS &
CONTINUED
OCCUPANCY**

For Public Housing Units

EDRAFT FY24

ROCKVILLE HOUSING ENTERPRISES

POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY

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ROCKVILLE HOUSING ENTERPRISES ADMISSIONS AND CONTINUED OCCUPANCY POLICY

INTRODUCTION

This Admissions and Continued Occupancy Policy (ACOP) covers Rockville Housing Enterprises' (RHE) policies for the operation of its public housing program, incorporating federal, state, and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

MOVING TO WORK (MTW) DEMONSTRATION PROGRAM

Moving to Work (MTW) is a United States Department of Housing and Urban Development (HUD) sponsored demonstration program for public housing authorities (PHAs) that provides them the opportunity to design and test innovative, locally designed strategies that use federal dollars more efficiently, help residents and participants find employment and become self-sufficient, and increase housing choices for low-income families. MTW gives PHAs exemptions from many existing public housing and voucher rules (Sections 8 and 9 of the Housing Act of 1937, as amended, 42 U.S.C. § 1437 et seq) and more flexibility with how they use their federal funds. MTW PHAs are expected to use the opportunities presented by MTW to inform HUD about ways to better address local community needs.

RHE' PARTICIPATION IN THE MTW DEMONSTRATION PROGRAM

RHE became an MTW agency in January 2021 and will remain an MTW agency until 2041. With this designation, RHE is able to modify its policies and procedures to achieve the objectives of the MTW program. Through "waivers" or activities, RHE has made internal and external programmatic changes to both its Public Housing and Housing Choice Voucher programs. The Admissions and Continued Occupancy Policy reflects these changes as they are proposed and approved by HUD. Approved and pending MTW activities are included in the appropriate chapter with the ACOP.

CHAPTER 1: FAIR HOUSING AND NONDISCRIMINATION

1.1. COMPLYING WITH CIVIL RIGHTS LAWS

24 CFR 1, Part 100, Part 8, Part 146 and 960.103

Civil rights laws protect the rights of applicants and residents to equal treatment in the way RHE carries out its programs. It is RHE' policy to comply with all civil rights laws, including but not limited to:

(1) Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin, or sex.

(2) Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and

the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status and spells out forms of prohibited discrimination.

- (3) Executive Order 11063.
- (4) Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities.
- (5) The Age Discrimination Act of 1975, which establishes certain rights of the elderly.
- (6) Title II of the Americans with Disabilities Act of 1990 (ADA), which requires that RHE provide individuals with disabilities with access to its programs, services and activities including common areas and public spaces. Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to RHE' housing units.
- (7) Any applicable state laws or local ordinances.
- (8) Any legislation protecting the individual rights of tenants, applicants, or staff that may subsequently be enacted.

1.2. NONDISCRIMINATION

RHE shall not discriminate because of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, or source of income in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under RHE' jurisdiction covered by a public housing Annual Contributions Contract with HUD.

RHE shall not, on account of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, or source of income:

- (1) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant household the opportunity to lease housing suitable to its needs.
- (2) Provide anyone housing that is different (of lower quality) from that provided to others.
- (3) Subject anyone to segregation or disparate treatment.
- (4) Restrict anyone's access to any benefit enjoyed by others in connection with the

housing program.

- (5) Treat anyone differently in determining eligibility or other requirements for admission.
- (6) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
- (7) Deny anyone access to the same level of services. (This requirement applies to services provided by RHE and services provided by others with RHE's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.)

1.3. ACCESSIBILITY OF THE PUBLIC HOUSING PROGRAM AND RHE'S NON-HOUSING PROGRAMS

24 CFR 8.20 through 8.26, 8.32, 8.40, 24 CFR 100.204, 24 CFR 983.102

RHE will correct situations or procedures that create a barrier to equal housing opportunities for all. In accordance with Section 504 and the Fair Housing Amendments Act of 1988, there are requirements, optional actions, and prohibitions to permit people with disabilities to take full advantage of RHE's housing program and non-housing programs.

Upon request by an applicant or resident with a disability, RHE must:

- (1) Make structural modifications to its housing and non-housing facilities.
- (2) Make reasonable accommodations in its procedures or practices, unless such structural modifications or reasonable accommodations:
 - (a) Would result in an undue financial and administrative burden to RHE.
 - (b) Would result in a fundamental alteration in the nature of the program.

In making structural modifications to "existing housing programs" or in carrying out "other alterations" for otherwise qualified persons with disabilities, RHE may, but is not required to:

- (1) Make each of its existing facilities accessible.
- (2) Make structural alterations when other methods can be demonstrated to achieve the same effect.
- (3) Make structural alterations that require the removal or altering of a load bearing structural member.

When RHE is making "substantial alterations" to an existing housing facility RHE may, but is

not required to:

- (1) Make structural alterations that require the removal or altering of a load bearing structural member.
- (2) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable.

RHE will not permit these policies to be subverted to do personal or political favors. RHE will not offer units in an order different from that prescribed by this ACOP, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

1.3.a. Accessibility of Non-Housing Facilities

Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft, and game rooms, etc. (to the extent that RHE has such facilities) will be usable by residents with a full range of disabilities. To the extent that RHE offers such facilities, if none is already accessible, some will be made accessible unless doing so would create an undue financial and administrative burden.

1.3.b. Accessible Communication

Documents used by applicants and residents will be accessible for those with vision or hearing impairments. All documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.

RHE will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, RHE staff will be prepared to explain rules and benefits orally, as often as may be needed, to accommodate applicants as necessary.

When RHE has initial contact with the applicant, RHE staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to a qualified sign language interpreter provided and paid for by RHE, having written materials explained orally by staff either in person or by telephone, provision of written materials in large/bold font, and permitting alternative sites for the receipt of applications. In addition, RHE' obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with RHE.

At a minimum, RHE will prepare information to be used by applicants and residents in plain-language accessible formats.

1.3.c. Limited English Proficiency

Some applicants may have literacy limitations; therefore, intake staff must be prepared to read and explain anything that would normally be provided to an applicant to be read or complete. Applicants that have limited English literacy or comprehension may have an interpreter accompany them. If feasible, RHE will assist with providing a foreign language interpreter upon request. RHE will provide a sign language interpreter for the hearing impaired upon request.

RHE will endeavor to employ bilingual staff and to foster relationships with organizations that can provide translation services to families for which English is not their first language. These services will be made available at the request of a family.

Where feasible, any notice or document relative to citizenship or eligible immigration status will be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there is a sufficient number of applicants or residents speaking a language to warrant the expense. 24 CFR 983.252(d).

1.4. AFFIRMATIVE MARKETING**1.4.a. Marketing Plan**

RHE will conduct affirmative marketing as needed, so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages, and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. RHE will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

1.4.b. Marketing and Informational Materials

Marketing and informational materials will:

- (1) Comply with Fair Housing Act requirements on wording, logo, size of type, etc.
- (2) Describe the housing units, application process, waiting list, and preference structure accurately.
- (3) Use clear and easy to understand terms and more than strictly English language print media.
- (4) Contact agencies that serve potentially qualified applicants least likely to apply (e.g., the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features.

- (5) Make clear who is eligible: low-income individuals and families, working and nonworking people, and people with both physical and mental disabilities.
- (6) Be clear about RHE' responsibility to provide reasonable accommodations to people with disabilities.

1.5. FILE RETENTION POLICY

RHE will keep tenant file information for three years after the date of the end of program participation. After the three-year period, the tenant file will be discarded and shredded.

RHE will keep the initial certification and the last three years of tenant certifications (both annual and interim) in the tenant file. All tenant transactions that are older than three years not including the initial certification will be shredded.

1.6. PUBLIC HOUSING FAMILY SELF-SUFFICIENCY (FSS) HOUSING POLICY

RHE will pursue the following policies in administration of its Public Housing Family Self-Sufficiency (FSS) Program to affirmatively further fair housing within the city of Rockville:

- (1) When filling vacant positions, advertise internally within RHE current staff, then widely in the community if no internal staff qualify.
- (2) Market the FSS program to all eligible persons, including persons with disabilities and persons with limited English proficiency.
- (3) Make buildings and communications accessible to persons with disabilities to ensure their ability to submit applications and receive services.
- (4) Provide fair housing counseling services or referrals to fair housing agencies.
- (5) Inform FSS program participants of how to file a fair housing complaint, including providing the toll-free number for the Housing Discrimination Hotline.
- (6) Recruit service providers that expand housing choice to program participants.

RHE will routinely maintain records of its efforts in each of these six areas in addition to participant records documenting race, ethnicity, familial, and disability status.

CHAPTER 2. ELIGIBILITY FOR ADMISSION

It is RHE' policy to admit only qualified applicants. An applicant is qualified if he or she meets all of the following criteria:

- (1) Is a family, as defined in this section.
- (2) Has an annual income at the time of admission that does not exceed the income limits established by HUD.
- (3) Is a U.S. citizen or an eligible immigrant.
- (4) Provides acceptable documentation of social security numbers for all family members.
- (5) Willingness to sign consent forms and provide information as required.
- (6) Meets the RHE' Applicant Selection Criteria.

2.1. FAMILY

- 2.1.a. Family** is defined as a group of people, with or without children, who are related by blood, marriage, adoption, or affinity that live together in a stable family relationship.

Children temporarily absent from the home due to placement in foster care are considered family members.

Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income eligibility.

2.1.b. Elderly Family is:

- (1) A family whose head, spouse or co-head or sole member is a person who is at least 62 years of age.
- (2) Two or more persons who are at least 62 years of age living together.
- (3) One or more persons who are at least 62 years of age living with one or more live-in aides.

2.1.c. A Near-Elderly Family is:

- (1) A family whose head, spouse or co-head or sole member is a person who is at least 50 years of age but below the age of 62.

(2) Two or more persons, who are at least 50 years of age but below the age of 62, living together.

(3) One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

2.1.d. A Disabled Family is:

(1) A family whose head, spouse or co-head or sole member is a person with disabilities.

(2) Two or more persons with disabilities living together.

(3) One or more persons with disabilities living with one or more live-in aides.

2.1.e. A Displaced Family is:

A family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

2.1.f. Remaining Family Member

2.1.f.i. *Head of Household Voluntarily Moves Out*

If the head of household voluntarily moves out, the tenancy of the remaining household members will terminate.

2.1.f.ii. *Death or Incapacitation of Head of Household*

If all of the remaining family members are minors, the family may propose a guardian to move into the unit to care for the minors. The guardian must be someone who is eligible for assistance, must pass RHE' standard screening, and must be approved by RHE as an appropriate head of household for the family.

If the event of the death or incapacitation of the head of household, remaining family members may include existing adult household members of which one may be designated the new head of household.

A live-in aide, foster child, or foster adult cannot be remaining members of a tenant family and are not eligible to remain in a unit after the head and spouse or co-head vacate.

2.1.f.iii. *Divorce or Separation of Spouse or Co-Head*

In the event of a separation or divorce, the subsidy will remain with the custodial parent. If there are no minor children or disabled dependents remaining in the household, the subsidy will remain with the person under which the original

application for housing was submitted. If the application for housing was submitted by both parties as head/cohead or head/spouse, the subsidy will be determined through the court determined divorce or separation decree. In all cases, RHE' policy will be superseded by any court decree.

2.1.g. Head of Household
24 CFR 5.504

The head of household must be the adult member of the household who is designated by the family as the head is wholly or partly responsible for paying the rent and has the legal capacity to enter into a lease under the state and local laws of the city of Rockville, Maryland.

2.1.h. Spouse, Co-Head, and Other Adult

A family may have a spouse or co-head, but not both. (See HUD-50058 IB). The spouse is the marriage partner of the head of household but not friends, roommates, or significant others who are not marriage partners.

A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not identified as other adults.

2.1.i. Joint Custody

Children subject to a joint custody agreement will be allowed to be claimed as a dependent only by the household where the child spends 50% or more of his or her time. Verification of the address where the child resides the majority of the time may be through the home address reported on school records or other documentation that is deemed conclusive by RHE.

If the court order determines custody to be 50% - 50%, the child(ren) can be included in the household size determination. Note a dependent child can only be included in one subsidized household. Therefore, if a family separates and both parents are in separate subsidized units, the dependent can only be included in one household for the purposes of household size determination and dependent deductions.

2.1.j. Unborn Children

Unborn children and children in the process of being adopted through the foster care system are considered family members for purposes of determining bedroom size but are not considered family members for determining income limit.

2.1.k. Live-In Aide

A household may include a live-in aide.

A live-in aide is a person who lives with an elderly person or a person with disabilities when the family has verified that a live-in aide is essential to the care and well-being of the elderly or disabled family member.

A live-in aide must be a person who would not be living in the unit except to provide the necessary supportive services and is not obligated for the financial support of the elderly or disabled family member.

RHE will conduct a criminal background check on any person proposed to be a live-in aide and may refuse to approve or withdraw approval of a specific live-in aide who:

- (1) Has committed drug-related criminal or violent criminal activity.
- (2) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- (3) Owes rent or other amounts to RHE or to another PHA in connection with the HCV or public housing programs.

RHE may request income documentation from the live-in-aide to determine if the live-in-aide has the required amount of time available to perform the live-in-aide functions. A live-in-aide may be denied if it is determined they are working during the hours in which they are noted to be providing care to the household member.

RHE will complete the HUD multiple subsidy report to determine if the live-in-aide currently resides in another subsidized household. A live-in-aide will be denied if they are determined to be a resident in another federally subsidized unit.

2.1.l. Eligibility of New Household Members

RHE will approve a child added to a household through birth, foster care acquisition, or court-awarded custody. Any request to add an adult household member that will increase the voucher size will only be considered for the additions of elderly parents or grandparents. For all other requests to add adult household members will be considered if the request does not over crowd the unit and does not require an increase the voucher size. This must be requested as a reasonable accommodation. The new family member must be determined eligible on the basis of RHE' standard screening procedures. Any new member receiving assistance must be a citizen or eligible immigrant, provide a social security card and, if an adult, sign consent forms and provide other required information.

Before approving any new adult household member, RHE will conduct a criminal background check, verify the individual's citizenship or immigration status, and income. The individual will be required to provide documentation of his or her social security number and sign the release of information documents required to complete the verification process. In addition, the family must document the owner's agreement to the household addition.

RHE reserves the right to deny any repeat additions of the same person, or previous household member, to the household. RHE may deny a request to add a household member based on the current household conditions, housekeeping, rental history, occupancy standards, or other good reason for denial. RHE will deny the request if the person being added appears on the HUD multiple subsidy report.

2.2. FAMILY DOCUMENTATION

The family must provide the following documentation as part of the eligibility process:

- (1)** All adult members (18 years & older) must provide a valid government-issued ID.
- (2)** All adult members (18 years & older) must complete the HUD Debts Owed form.
- (3)** Certification of birth.
- (4)** Social security card.
- (5)** Veterans may provide a copy of their DD-214, which will be used for verification of birth and social security number.
- (6)** If you have a valid REAL ID, a Maryland driver's license with a star on the top right, this may be used for verification of your date of birth.
- (7)** A declaration of citizenship form must be completed for each family member.
- (8)** All other documents and items noted in the admission or recertification packet or otherwise requested by RHE staff.

2.3. INCOME ELIGIBILITY

To be eligible for admission to a public housing unit, a family's annual income must be within the low-income limit set by HUD. Not less than 75% of families admitted must be at or below the very low-income limit of 50% of the AMI. This means the family income cannot exceed 80% of the median income for the area.

Income limits apply only at admission and are not applicable for continued occupancy. If there are no eligible families on the waiting list and RHE has published a notice of available units in at

least one online media source, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

2.4. CITIZENSHIP/ELIGIBILITY STATUS

24 CFR Part 5, Subpart E

To receive assistance, a family member must be a U.S. citizen or eligible immigrant. Assistance is prohibited to non-immigrant students and their families.

All household members must sign a declaration claiming status as a U.S. citizen, an eligible non-citizen, or stating a preference not to claim eligibility. Declarations for children must be signed by parents or guardians.

U.S. Citizens must provide verification of citizenship, which may be a U.S. birth certificate, a U.S. passport, or a certificate of naturalization.

Non-citizens who are 62 years of age or older and claim to have eligible immigration status must provide a signed declaration of eligible immigration status and proof of age.

Other non-citizens claiming eligible immigration status must provide documentation of their immigration status. Staff will verify the immigration status of every non-citizen claiming eligibility through the U.S. Citizenship and Immigration Services (USCIS).

Mixed families with eligible and ineligible members will be eligible to receive prorated assistance.

RHE will inform all applicants at the time the application is submitted that housing assistance is available only to US citizens and eligible immigrants and provide information on the types of evidence that will be required.

2.5. SOCIAL SECURITY NUMBER DOCUMENTATION

24 CFR 5.216

To be eligible, all family members must provide acceptable documentation of a social security number.

2.6. SIGNING CONSENT FORMS

The head and spouse or co-head and all other family members who are 18 years of age or older must sign one consent forms as requested authorizing HUD or RHE to:

- (1) Obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy.
- (2) Verify with previous or current employer's income information pertinent to the

family's eligibility or level of assistance.

- (3) Request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits.
- (4) Eligibility for public housing is contingent on family members providing information, documents, and authorizations necessary as requested by RHE within the timeframe they are requested.

2.7. SCREENING APPLICANTS FOR ADMISSION

Applicant families will be evaluated to determine whether past behavior of household members might be expected to result in noncompliance with the public housing lease. RHE will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development's environment, other tenants, RHE employees, or other people residing in the immediate vicinity of the property. Otherwise, eligible families will be denied admission if they fail to meet the suitability criteria.

The cost of applicant screening will be borne by RHE.

2.7.a. Considerations Related to Tenancy Compliance

RHE will consider objective and reasonable aspects of the family's background that are related to the family's ability to comply with lease requirements, including the following:

- (1) History of meeting financial obligations, especially rent.
- (2) Ability to maintain (with or without assistance) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants.
- (3) History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property.
- (4) History of disturbing neighbors or destruction of property.
- (5) Previous acts of fraud in connection with any federal housing assistance program, including the intentional misrepresentation of information related to a housing application or benefits derived therefrom.
- (6) History of abusing alcohol or drugs in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

2.7.b. Approach to Screening Applicants

RHE will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease and will verify the information as appropriate, which may include the following:

- (1) A credit check of the head, spouse and co-head, and other adult members.
- (2) A rental history check of all adult family members over 18.
- (3) A criminal background check on all adult household members, including live-in aides. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, RHE may contact law enforcement agencies where the individual had lived.
- (4) A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This visit considers cleanliness and care of rooms, appliances, and appurtenances. It may also consider any evidence of criminal activity.
- (5) A check of the state's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

2.8. DENIAL OF ASSISTANCE
24 CFR 960.203 & 204**2.8.a. RHE Will Deny Admission to an Applicant if:**

- (1) The household does not meet any one or more of the eligibility criteria of the program.
- (2) Any member of the household fails to:
 - (a) Supply information or documentation required for the application, lease-up, or recertification process.
 - (b) Sign and submit consent forms for obtaining information.
 - (c) Respond to a written waiting list update request.
 - (d) RHE receives returned mail that was sent to the applicant noted by the Post Office as undeliverable.

In accordance with PIH Notice 2016-05, applicants that are unable to provide a social security number for a family member under the age of 6 will be granted a 90-day period, during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the social security number of a family member under the age of 6. An extension of one additional 90-day period must be granted if RHE determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant.

Any member of the family that has been evicted from public housing, any federally assisted housing, or has had housing voucher assistance terminated for any reason within the last five years prior to the date of RHE' denial notice, RHE may extend the time period for denial based on eviction from a federally assisted housing program up to 10 years.

2.8.b. Criminal Activity

CFR 24 Part 966.4 PIH Notice 2015-19

RHE has established standards that prohibit admission of an applicant who has engaged in criminal activity, use of illegal drugs, or abuse of alcohol that may threaten the health, safety of other persons, or the right to peaceful enjoyment of the premises by other residents.

Applicants will be denied admission for any of the following reasons:

- (1) Any family member has ever been convicted of manufacturing or producing methamphetamine, "speed" in a federally assisted housing unit.
- (2) Any household member has a lifetime registration under a state sex offender registration program.

Applicants may be denied admission for any of the following reasons:

- (1) Any member of the household has illegally used or possessed a controlled substance for personal use or has abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (2) Any member of the household has committed drug related criminal activity or violent criminal activity.
- (3) Any household member has a criminal history that involved arson.

2.8.c. Additional Reasons for Denial of Admission

RHE will deny admission to a family if it determines the family or any family member:

- (1) Has engaged in or threatened abusive or violent behavior toward any RHE staff member or resident. This behavior includes oral or written threats either direct or

implied or physical gestures that communicate an intent to insult or intimidate.

- (2) Has a pattern of unsuitable past performance in meeting financial obligations, including rent or the payment of utilities.
- (3) Has a record of disturbing neighbors, destruction of property or living, or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents.
- (4) Owes money to RHE or any other housing authority.
- (5) Has intentionally misrepresented information related to eligibility, preference, housing history, allowances, family composition, or rent. Unintentional mistakes that do not convey any advantage to the applicant will be considered unintentional misrepresentations.
- (6) Has committed fraud, bribery, or any other corrupt act in connection with any federal housing assistance program.
- (7) Is determined to live in another federally subsidized unit and is unwilling to terminate the other federal assistance.
- (8) Does not provided required eligibility documentation within the requested time frame.

2.8.d. Criteria for Deciding to Deny Admission: Evidence

The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, RHE may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. RHE may also consider any statements made by witnesses, the applicant, or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

RHE will deny admission if the “preponderance of evidence” indicates that a family member has engaged in a prohibited activity, regardless of whether the family member has been arrested or convicted. 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 show that the fact sought to be proved is more probable than not.

2.8.e. Criteria for Deciding to Deny Admission: Mitigating Evidence

RHE will consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in situations for which denial of admission is mandated.

If negative information is received about an applicant, RHE shall consider the time, nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

Mitigating circumstances are facts relating to the applicant's negative history that, when verified, indicate:

- (1) The reason for the unsuitable rental history and/or behavior.
- (2) That the reason for the unsuitable rental history and behavior is no longer in effect or is under control.
- (3) The applicant's prospect for lease compliance is acceptable, justifying admission.

Examples of mitigating circumstances might include:

- (1) Evidence of successful rehabilitation.
- (2) Evidence of the applicant family's participation in social service or other appropriate counseling service.
- (3) Evidence of successful and sustained modification of previous disqualifying behavior.

RHE will consider evidence that those who have illegally used or possessed controlled substances or abused alcohol have successfully completed a supervised drug or alcohol rehabilitation treatment program and have been certified by the treatment program as "clean" for at least one year as of the date of the eligibility determination. (HUD Notice PIH 96-27) Consideration of mitigating circumstances does not guarantee that an applicant will qualify for admission.

2.8.f. Reasonable Accommodation

If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition, or treatment, RHE shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. RHE shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

2.8.g. Removal of a Family Member from the Household

In the event that one household member, who is not the original applicant is found to be ineligible, RHE may offer an opportunity for the household to remove the culpable household member from the application as a condition of admission. The decision to offer such an opportunity is at RHE' sole discretion. If such an offer is made, the head of household and spouse or co-head must sign a certification that the excluded family member will not be permitted to stay as a guest in the public housing apartment. Prior to admission and at any time in the future, the family must present evidence of the former family member's current address upon RHE' request.

2.9. VIOLENCE AGAINST WOMEN ACT (VAWA)

RHE acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under RHE' policies. Therefore, if RHE makes a determination to deny admission to an applicant family on the basis of an unfavorable history, RHE will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

In a case where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, RHE will require that the perpetrator be removed from the applicant household and not reside or visit in the public housing apartment.

2.10. DENIAL OF ELIGIBILITY

RHE will provide a written notice of denial if a family is deemed ineligible for admission.

Before RHE rejects an applicant on the basis of a criminal history or sex offender registration, RHE must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

The family will be given 10 calendar days to contact RHE to request an informal review to dispute the accuracy and relevance of the information. If the family does not contact RHE within that 10-day period, the denial of admission will stand.

2.11. OCCUPANCY STANDARDS

Occupancy standards are established to ensure that units are occupied by families of an appropriate size. RHE' policy is intended to make the best use of scarce housing resources while avoiding overcrowding and preserving Rockville's housing stock from excessive wear and tear.

In determining bedroom size, RHE generally assigns one bedroom to two people. However,

- (1) The single head of household will be assigned a bedroom.
- (2) The head of household with a spousal relationship or co-head will be assigned a bedroom.
- (3) Beyond the head of household, two persons regardless of age or gender would be assigned one bedroom.
- (4) Live-in aides will be provided a separate bedroom. Live-in aides will be supplied one bedroom regardless of parental status. Only 2 persons will be allowed to reside in the bedroom assigned to the live-in aide.
- (5) Children who are in the process of being adopted through the foster care system, whose custody is being obtained, whom are temporarily away at school, or whom are temporarily absent in foster care are included in determining the family's bedroom size.
- (6) The unborn child of a pregnant woman will be considered in determining the family's bedroom size.
- (7) RHE may grant exceptions to normal occupancy standards when a family requests a reasonable accommodation.

This results in the following standards:

Unit Size	Minimum Number of Persons in Household	Maximum Number of Persons in Household
0-BR	1	2
1-BR	1	3
2-BR	2	5
3-BR	4	7
4-BR	6	9

RHE will approve a family's request for a unit size smaller than required by RHE policy if the smaller unit will not result in reaching the maximum occupancy as noted in the above chart. Before RHE grants an exception, the family must sign a certification stating they understand they will be ineligible for a different size unit until the family size changes.

RHE may approve a family's request for a larger unit than provided by standard policy if the family provides verification accepted to RHE of a medical need for the larger unit. If there are no families on the waiting list for a larger size unit, smaller families may be housed if

they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

The maximum number of persons in a household represents the number of persons in a household that will deem the household to be overcrowded. If the household reaches the maximum, the family will be required to move to an appropriately sized unit.

CHAPTER 3: TENANT SELECTION

RHE MTW UPDATE

Fiscal Year Introduced: 2022

Fiscal Year HUD Approved: 2022

A **“WORKABLE FAMILY”** is any household with members 18 years or older who are NOT elderly, disabled, enrolled in school full-time or a job training program, or a full-time caregiver.

A **“NON-WORKABLE FAMILY”** is where the head of household (as well as the co-head of household or spouse, if applicable) is elderly or disabled and is on a fixed income OR all other household members 18 years or older that are elderly or disabled and on a fixed income or enrolled in full-time school or a job training program.

“SELF-SUFFICIENCY” for workable families is the achievement of an after-tax rent burden of 50%.

3.1 APPLICATION PROCESS

Families who wish to apply to the waiting list must complete a written preliminary application for housing when the list is open. Reasonable accommodation and assistance will be provided to persons with disabilities during the application process.

The application process involves two phases: the initial pre-application for assistance, which results in the family's placement on the waiting list and completion of a full application for housing assistance when the family reaches the top of the waiting list.

3.1.a. Submitting a Pre-Application

When the public housing waiting list is open, RHE pre-application forms and instructions are online on RHE’ website under the Rent Café tab by selecting the applicant option during the open period. RHE staff is available to help families with the pre-application process. RHE pre-application form requests minimal information about the applicant family and requires the applicant's signature. The pre-application process relies on self-certification.

The waiting list application for public housing assistance may not be transferred to another household member. The assistance/public housing unit will only be issued to the head of household that is listed on the application at the time of waiting list selection.

3.1.b. Establishing the Waiting List

Before the waiting list is opened, RHE’ Board of Commissioners will approve the application method to be used. The available method may be a lottery selection or date and time of application receipt with or without preferences. The public housing waiting list selection is now based on time and date of application.

3.2.c. Lottery

When a lottery is to be used to determine the order of applications on the waiting list, there will be no preferences applied. RHE will employ a computerized random number generating program to assign each application a sequential number representing its waiting list placement.

After lottery numbers have been assigned and the waiting list order has been certified, the list will be reordered.

3.1.d. Date and Time of Application

If RHE' Board has determined that applications should be ordered by the date and time each application is received, pre-applications will be entered on the waiting list and if applicable ordered based on preferences claimed and date and time of application. The date and time of the application will be used to determine the sequence of applications within each preference category.

3.1.e. Notification of Initial Applicant Status

Applicants can check their status by utilizing the online applicant portal, Rent Café.

3.1.f. Management of the Waiting List 24 CFR 982.204**3.1.g. Updating Waiting List Information**

Applicants must voluntarily submit updates to their contact information or waiting list preferences through the online application portal, Rent Café.

3.1.h. Applicant Request for the Removal from Waiting List 24 CFR 982.204

An applicant may be removed from the waiting list at any time through the online application portal, Rent Café.

3.2. PROCESSING APPLICATIONS FOR ADMISSION

RHE will accept and process applications in accordance with applicable HUD regulations. RHE will assume that the facts certified to by the applicant in the preliminary application are correct, until those facts are verified later in the application process.

3.2.a. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be notified in writing through first class mail or email and asked to submit income, household composition, and other required information to complete their applicant file. An applicant will be given a specific time frame by which to provide all requested information. If the applicant does not provide the documents within the required time frame, their application will be rejected, and the next responsive

applicant will be processed. If an application does not submit any of the requested documents with the requested time frame and is otherwise nonresponsive, RHE will remove them from the waiting list. If the family submits some, but not all requested documents within the required time frame, RHE will process the next responsive applicant and the family that provided an incomplete response will be placed back on the waiting list with a new time and date stamp as of the date they are placed back on the waiting list. If the family is nonresponsive and does not submit any of the requested documents, they will be removed from the waiting list.

3.2.b. Offer of a Unit

When an eligible unit is anticipated to be vacated, RHE will contact the family on the waiting list who has the highest waiting-list ranking for the unit type available.

RHE will contact the family by first class mail or email making an offer of the unit. The family will be given five (5) calendar days from the date the letter was mailed or emailed to contact RHE regarding the offer.

The family will be offered the opportunity to view the unit or similar floor plan. After the opportunity to view the unit, the family will have two (2) calendar days to accept or reject the unit. The offer and the family's decision must be documented in the applicant file.

If more than one unit of the appropriate size and type are available, the first unit to be offered will be the unit that is or will be ready for move-in first. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

3.2.c. Offering Accessible Units

RHE does not have any fully accessible ADA units, however RHE does have adapted units that offer greater accessibility for disabled residents.

When an adapted unit becomes available for leasing, RHE will offer it:

- (1) First, to a current public housing resident having a disability that requires the special features of the vacant unit.
- (2) Second, to the next eligible qualified applicant on the waiting list when offering an adapted unit to a non-disabled applicant, RHE will require the applicant to sign an agreement to move at their own expense to an available non-adapted unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant. A family to which such an offer is made may decline, preferring to wait for a non-adapted unit, without losing their waiting list position.

3.2.d. Rejection of a Unit

If the family rejects the offer of the unit without good cause, the family's name will be removed

from the waiting list. RHE will send the family a letter documenting the offer and the rejection and informing the family of the right to an informal review.

If the family rejects a unit with good cause, the family will forfeit its place on the waiting list but will be returned to the waiting list at the end of the preference category for which the family qualifies. The method used to assign the family's new place on the waiting list will vary depending on whether the existing list was developed using a lottery or date and time of the applications submitted. If the existing list was created using a lottery, RHE will assign a new "lottery" number which is the next lower number below either the lowest number assigned through the lottery or the number that follows the most recently assigned "lottery" number given to the last applicant to reject a unit with good cause. If the existing list was created using the time and date of the applications received, the family's application will be given the time and date that the unit was rejected. The family will maintain the preferences for which they qualify if applicable.

Good cause includes reasons related to health, applicants whom are working or going to school, or the inability to exit a current lease agreement. If an applicant is willing to accept the unit offered but presents clear evidence of their inability to move at the time of the offer the family will maintain its place on the waiting list. However, if a second unit is offered and the family refuses a second unit for any reason, their application will be removed from the waiting list.

3.2.e. Acceptance of Unit

The family will be required to sign a lease that will become effective no later than fourteen (14) calendar days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

During or prior to signing the lease all families (head of household) and all other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in termination of the unit offer and voiding of the housing application. If the housing application is voided, the family must submit an application when the waiting list is open to have another opportunity for a unit offer.

During the Lease and Occupancy Orientation, the applicant will be provided a copy of the lease, the grievance procedure, schedules for utility allowances and excess utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with RHE personnel. The certification will be filed in the tenant's file.

The head of household and all adult family members will be required to execute the lease prior to admission. The family will receive an electronic executed copy of the lease.

3.2.f. Exception to Occupancy Standards for Bedroom Size

If RHE reviews all waiting list applicants during a waitlist pull up of at least 50 people for a particular bedroom size and there are no qualified applicants with the required preference points (if applicable) that meet the occupancy standards for that bedroom size, RHE may fill the unit with a qualified family with the required preference points (if applicable) that does not meet the occupancy standards for that bedroom size. RHE will fill the unit with the qualified family that has a family size that is closest to the occupancy standard. At no time may a family exceed the occupancy standard at the time of admission.

3.3. SECURITY DEPOSIT

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to the total tenant payment or \$300.00, whichever is greater.

In exceptional situations, RHE may allow a new resident to pay the security deposit in up to three (3) payments. One-third shall be paid in advance, one-third with the second rent payment, and one-third with the third rent payment. This shall be at the sole discretion of RHE.

In the case of a unit transfer move within public housing, the security deposit for the first unit will be transferred to the second unit. In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

3.4 PUBLIC HOUSING SET ASIDE FOR VETERANS

RHE will set aside three (3) public housing units at the David Scull community for veterans experiencing housing instability, as defined as near homeless, facing eviction, or severely rent burdened as defined as more than 50% of the total household income going toward rent.

CHAPTER 4: ANNUAL AND ADJUSTED INCOME AND VERIFICATION

4.1 ANNUAL INCOME 24 CFR 5.609

In calculating income RHE has implemented **PIH Notice 2016-05 Streamlining Administrative Regulation for Programs Administered by Public Housing Agencies.**

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

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member.
- (2) Are based on, at the time of admission, reexamination, or recertification:

(a) Current Year Income

Actual income being received (projected forward for a 12-month period).

(b) Prior Year Income

Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe including prior year tax returns.

(c) Other Income

In determining the income for any family based on the prior year's income, with respect to prior year calculations of income, RHE may make other adjustments as it considers appropriate to reflect current income.

(d) Safe Harbor

RHE may, to the extent such information is available to RHE, determine the family's income prior to the application of any deductions based on timely income determinations made for purposes of other means-tested Federal public assistance programs (including the program for block grants to States for temporary assistance for needy families under part A of title IV of the Social Security Act, a program for Medicaid assistance under a State plan approved under title XIX of the Social Security Act, and the supplemental nutrition assistance program (as such term is defined in section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012))).

- (3) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

4.1.a. Annual Income Includes

The term “Income” means, with respect to a family, income received from all sources by each member of the household who is 18 years of age or older or is the head of household or spouse of the head of the household, plus unearned income by or on behalf of each dependent who is less than 18 years of age.

Annual Income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- (2) The net income from operation of a business or profession:
 - (a) Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income.
 - (b) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation.
 - (c) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- (3) Interest, dividends, and other net income of any kind from real or personal property:
 - (a) Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. This includes, but is not limited to savings accounts, CD’s, 401k, IRA’s, ROTH, and any other retirement assets.
 - (b) Where the family has net family assets in excess of \$50,000, annual income includes the greater of the actual income derived from all net family Assets, or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and

other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment, *except as described under “Annual Income Excludes” below.*

- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay, *except as described under “Annual Income Excludes” below.*
- (6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- (7) Payment of a welfare allowance or grant, including any imputed welfare income.
- (8) All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family members or whose dependents are residing in the unit, *except as described under “Annual Income Excludes” below.*

RHE MTW Activity 16 – Income Inclusion for Lump Sum and Sporadic Income

Fiscal Year Introduced: 2023

Fiscal Year Approved by HUD: Pending

- (9) All sporadic and lump sum income including donations, the cash value of in-kind contributions, including insurance settlements above the amount needed to pay related medical or repair bills, inheritances, capital gains, and settlements for personal or property loss, **except** for lump sum income related to back payments of social security or military benefits and federal and state income tax return monies received. This activity applies to newly admitted and currently assisted workable and non-workable families.

4.1.b. Annual Income Excludes

Annual income excludes the following:

- (1) Income from employment of children (including foster children) under the age of 18 years.
- (2) Payments received for the care of foster children or foster adults.
- (3) Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.
- (4) Income of a live-in aide. Income of the live-in aide will not be reviewed for the purposes of income. However, RHE may request income documentation of the live-in aide to determine whether the work hours conflict with the hours needed

to care for the family member.

- (5) The full amount of student financial assistance paid directly to the student or to the educational institution.
- (6) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- (7) Amounts received under training programs funded by HUD.
- (8) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- (9) Amounts received by a resident in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.
- (10) A resident service stipend. This is a modest amount, not to exceed \$200 per month, received by a resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.
- (11) Incremental earnings and benefits from participation in qualifying state or local employment training programs and training of a family member as resident management staff when the training program includes clearly defined goals. Payments may be excluded only while the family member participates in the training program.
- (12) 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.

RHE MTW Activity 6 – Modify Income Exclusion for Full Time Students

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

- (13) Income spent directly on educational expenses for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.). This activity applies to newly admitted and currently assisted workable families.
- (14) Adoption assistance payments in excess of \$480 per adopted child.

- (15)** Deferred periodic payments of Supplemental Security Income and Social Security and or Military disability benefits that are received in a lump sum.
- (16)** 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.
- (17)** 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.
- (18)** 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. These exclusions include:
 - (a)** Food Stamp allotment.
 - (b)** Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, and senior companions).
 - (c)** The first \$2,000 in payments per year received under the Alaska Native Claims Settlement Act.
 - (d)** Income derived from certain sub marginal land of the United States which is held in trust for certain Indian tribes.
 - (e)** Payments or allowances made under Department of Health and Human Services' Low-Income Energy Assistance Program.
 - (f)** Payments received under programs funded in whole or in part under the Job Training Partnership Act.
 - (g)** Income derived from the disposition of funds of the Grant River Band of Ottawa Indians.
 - (h)** The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission, the Grant of Claims, or from funds held in trust for an Indian tribe by the Secretary of Interior and up to \$2,000 per year of income received by individual Indians from trusts or restricted lands held by the Secretary of Interior for the benefit of individual Indians. (Exclusions apply on a per person basis)
 - (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 programs.

- (j) Payments received from programs funded under Title V of the Older Americans Act of 1965.
- (k) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other Agent Orange settlement fund.
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980.
- (m) The value of any childcare provided or reimbursed under the Child Care and Development Block Grant Act of 1990.
- (n) Earned income tax credit refund payments.
- (o) The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs.
- (p) Payments for living expenses under the AmeriCorps Program.

4.1.c. Historical Amounts

If RHE is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, RHE may average past actual income received or earned within the 12 months before the certification date to calculate annual income. RHE may also ask the family to provide documentation of current income. If the family can provide acceptable documentation dated within the 60-day period preceding the certification request date, RHE may use this documentation to determine annual income. RHE may reject any income documentation based on reasons described by HUD. RHE may reject any income documentation based on reasons described by HUD. RHE may reject altered or redacted documents.

4.1.d. Averaging Income

All income, earned and unearned, should be annualized. If income cannot be anticipated, RHE staff will average the known sources of income, or annualize the current income and conduct an interim exam if income changes.

For 10-month employees, RHE will annualize the income. Therefore, families will be responsible for submitting an interim recertification for any change in the family income.

4.1.e. Minimum Income

There is no minimum income requirement. Families who verify their income at zero may be

served but must report any income within 10 business days of the increase in income. Zero Income families must complete a zero-income checklist/questionnaire. An incomplete zero income checklist/questionnaire that does not completely demonstrate how a family pays for its basic expenses will not be accepted. The family may be deemed non-compliant with the recertification or income validation process, which may result in program termination.

4.1.f. Income of Absent Family Member

The income of the family member who is temporarily absent is included in the annual income for the household.

Any member of the household who is absent more than 120 consecutive days may no longer be considered a member of the household and may need to be removed from the household. Except in cases where the HUD regulations allow for an exception. Such cases could be for military deployment, students away at school, or a reasonable accommodation.

A family member who is absent due to hospitalization or other confinement for medical reasons may continue as a member of the household for up to 180 days if verification of the medical need for confinement is received from a medical professional.

4.1.g. Income of Dependent

Although the earned income of minors is not included in annual income and benefits, other non-earned income is included.

4.1.h. Restrictions on Assistance to Students

24 CFR 5.612

4.1.h.i Student's Income

The income of a student's parents shall be considered in determining the eligibility of any individual who:

- (1) Is enrolled as a student at an institution of higher education.
- (2) Is under 24 years of age.

Unless the individual is:

- (1) A veteran of the United States military.
- (2) Is married.
- (3) Has a dependent child.

4.1.h.ii. Independent Students

Students who qualify as independent students may be considered eligible without evidence of their parents' income if the student's parents or guardian provides a certification of the amount of financial support provided to the student even if the amount is zero.

An independent student is one who:

- (1) Is of legal contract age under state law.
- (2) Has established a separate residence for at least one year.
- (3) Has not been claimed as a dependent by a parent or guardian.
- (4) Is a graduate or professional student or an orphan or ward of the court that has not been claimed as a dependent by a parent or guardian.

4.1.h.iii. Student Eligibility at Initial Certification

RHE will review the eligibility of students at initial certification and at each recertification. If any student in a leased household is not eligible, RHE must terminate assistance for the household. If such a household includes both eligible and ineligible students, RHE will re-issue a voucher to the eligible members of the household who may remain in their current unit if the ineligible student moves out or moves to a new unit.

4.1.i. Student Financial Assistance**4.1.i.i. Student Financial Assistance Not Counted**

Student financial assistance is not counted as income when it is received by students who are:

- (1) Living with their parents in an assisted household.
- (2) At least 24 years of age and have one or more dependents.

4.1.i.ii. Student Financial Assistance in Excess

For all other students, student financial assistance in excess of amounts received for tuition are included in annual income.

4.1.j. Reductions in Welfare Assistance

24 CFR 5.615

Neither annual income nor rent is adjusted to reflect a loss of welfare payments when the welfare reduction is the result of fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work requirement.

The term “imputed welfare income” is used for the amount of lost welfare income that is included in annual income. “Imputed welfare income” is equal to the amount of the welfare reduction less any new income acquired by the family since the welfare reduction. When the new income equals the welfare reduction, imputed welfare income is reduced to zero.

RHE will obtain written verification from the welfare agency that a family’s benefit reduction was due to fraud or noncompliance before refusing to reduce the family’s rent.

This provision does not apply if welfare benefits are reduced due to a lifetime limit on the receipt of benefits or a situation in which the family has complied with welfare requirements but cannot find employment.

The provision does not apply to a family that was not a public housing resident at the time of the welfare sanction.

RHE is not responsible for determining whether a deduction of welfare benefits by the welfare agency was correctly determined by the welfare agency.

4.1.k. Earned Income Disregard

RHE MTW Activity 3 – Eliminate Earned Income Disregard

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

Earned Income Disregard is eliminated. This activity applies to newly admitted and currently assisted disabled families.

4.2. INCOME FROM ASSETS

27 CFR 5.603 and 5.60

Income received from assets held by household members is included in annual income. When net family assets are \$50,000 or less, the actual income from assets is added to annual income. If assets total more than \$50,000, income from the assets is “imputed,” and the greater of actual asset income and imputed asset income is counted in the annual income.

Whenever a family member is added, RHE must obtain third-party verification of that family member’s assets. At the next annual reexamination of income following the addition of that family member, RHE must obtain third-party verification of all family assets if the addition of that family member’s assets puts the family above the \$50,000 asset threshold. If the addition of that family member’s assets does not put the family above the \$50,000 asset threshold, then RHE is not required to obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every three years.

4.2.a. Limitation On Assets

A dwelling unit may not be rented and assistance may not be provided, at admissions or recertification:

- (1) To any family whose net family assets exceed \$100,000, as such amount is adjusted annually by applying an inflationary factor as HUD considers appropriate; or
- (2) To any family who has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, real property that is suitable for occupancy by the family as a residence, except for a manufactured home in which the family is receiving assistance, any person that is a victim of domestic violence; or any family that is offering such property for sale.

4.2.a.i Enforcement

RHE may choose not to enforce the limitation on assets, but instead RHE may establish exceptions to such limitation based on eligibility criteria. The eligibility criteria for establishing exceptions may provide for separate treatment based on the family type and may be based on different factors, such as age, disability, income, the ability of the family to find suitable alternative housing, and whether supportive services are being provided.

4.2.a.ii Authority To Delay Evictions

In the case of a family who does not comply with the limitation on assets, RHE may delay eviction or termination of the family based on such noncompliance for a period of not more than 6 months.

4.2.b. Assets Include:

- (1) Amounts in savings and checking accounts.
- (2) Stocks, bonds, money market funds, and other investment accounts.
- (3) Equity in real property or other capital investments.
- (4) Cash value of trusts available to the family.
- (5) 401k, CD, IRA, ROTH, and all other retirement savings accounts.
- (6) Lump sum payments including inheritances, lottery winnings, capital gains, and insurance settlements.
- (7) Personal property held as investments, such as collections.

- (8) Cash value of life insurance policies.
- (9) Assets disposed for less than fair market value but more than \$2,000 during the two years preceding the eligibility certification for the program.
- (10) Any and all electronic payment platform accounts that hold and or transfer funds, including but not limited to Zelle, Cash App, Google Pay, PayPal, Apple Pay, Venmo, Remitly, Meta/Facebook Messenger, on-line bank accounts.
- (11) Group pool accounts such as Sou – Sou accounts.

4.2.c. Assets Exclude:

- (1) Necessary personal property such as furniture and automobiles.
- (2) Interest in Indian trust lands.
- (3) Assets that are part of an active business or farming operation.
- (4) Assets not accessible by the family, such as a trust.
- (5) Handicapped-equipped vehicles.
- (6) Equity in cooperatives or manufactured homes occupied by the family.

4.2.d Net Family Assets

The net cash value of all assets after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment for all household members. This does not include interests in Indian trust land, equity in a manufactured home in which the family is receiving assistance, equity accounts in HUD homeownership programs, or Family Self Sufficiency accounts.

Such term does not include:

- (1) The value of personal property, except for items of personal property of significant value, as HUD may establish or RHE may determine.
- (2) The value of any retirement account.
- (3) Real property for which the family does not have the effective legal authority necessary to sell such property.
- (4) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a member of the family and arising out of law, that resulted in a member of the family being disabled.

(5) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code.

(6) Such other exclusions as HUD may establish.

4.2.e. Assets Disposed of for Less than Fair Market Value

In determining net family assets, RHE shall include the value of any family assets disposed of by an applicant or tenant for less than fair market value that is in excess of the consideration received, therefore. Such amounts shall be counted as assets for two years following the date of disposition. These amounts will be counted only when the total value of assets disposed of exceeds \$2,000.

Assets disposed of as the result of a separation or divorce settlement, foreclosure, or bankruptcy will not be considered to be disposed of for less than fair market value.

4.2.f. Trusts

A trust over which members of the household have no control and to which they have no access will not be considered an asset. Any income distributed from the trust to a member of the household shall be counted when determining annual income. Any income distributed from the trust fund shall be considered income and will be used in calculating the family's annual income, except in the case of medical expenses for a minor.

4.2.g. No Current Real Property Ownership

RHE may determine that a household family does not have any current ownership interest in any real property, at admissions or recertification, based on a certification from the family.

4.2.h. Verifying Assets

In verifying assets, RHE will implement PIH Notice 2016-05.

Under this provision, RHE must obtain third-party verification of all family assets upon admitting a family to the HCV or public housing program and then again at least every three years thereafter.

During the intervening reexaminations, RHE has the discretion under this provision to accept a family's declaration that it has total net assets equal to or less than \$50,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then RHE does not need to request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to \$50,000. The total amount of the expected income from assets will be the family's "final asset income,"

and must be entered in field 6j of Form HUD-50058. RHE is required by HUD to record all assets no matter the value.

RHE may obtain a family's declaration of assets under \$50,000 at the family's next interim or reexamination following adoption of the provision in the Admission and Continued Occupancy Policy.

RHE is required to have all family members 18 years of age and older at the time of the certification or who will be 18 years of age as of the effective date of the certification action, sign the family's declaration of total assets. RHE will require families to submit a declaration of assets along with the consent forms that are required pursuant to 24 CFR 5.230. A family that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729).

RHE MTW Activity 2 – Self-Certification of Assets

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The asset self-certification threshold is \$50,000. This activity applies to both newly admitted and currently assisted workable and non-workable families.

4.3. ADJUSTED INCOME

24 CFR 5.611

Adjusted income is annual income after deducting the following allowances. Please note RHE requires proof of payment for deductions. Proof of payment may include an electronic print out of the account payments from the provider's accounting system, copies of cashed checks, copies of money order receipt forms (from the actual money order), proof of e-payments through payment apps. Handwritten or individual typed receipts will not be accepted without a clear documentation of payment. Cash payments will not be accepted as proof of payment for a deduction expense. RHE may choose not to accept payment verification that appears to be fraudulent or that cannot be validated with an acceptable form of proof of payment.

- (1) Dependent Allowance.** \$480 for each dependent. This allowance will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.
- (2) Elderly Household Allowance.** \$400 for an elderly family or disabled family. Effective January 1, 2024, this allowance will increase to \$525, and will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.
- (3) Allowance for Medical Expenses.** An allowance for medical expenses is given to any family in which the head, spouse or co-head is elderly (62 years or older)

or disabled. The amount, if any, by which 10 percent of annual family income is exceeded by the sum of any unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, if determined necessary by RHE to enable any member of such family to be employed.

The date of the medical expense verification must be within 12 months of the recertification appointment letter. Medical expenses cannot exceed the income of the person claiming the expense.

- (4) Allowance for Childcare Expenses.** An allowance for the care of children less than 13 years of age is given to enable a family member to work, search for work, or go to school. The allowance cannot exceed the amount earned by the member able to work because childcare was available. An allowance is not given for any childcare cost that is reimbursed by anyone outside the family (for example, Purchase of Care or Working Parents' Assistance Programs).

The following documentation will be accepted as validation of payment of childcare expenses:

- (a)** A detailed receipt from the childcare provider that includes the date(s) of service, amount paid, and name of the child for which the service is provided.
 - (b)** A copy of the cancelled check to the childcare provider.
 - (c)** Documentation of the duration of the childcare in a 12-month period to ensure RHE staff are calculating the correct amount of time the child is receiving childcare.
- (5) Allowance for Disability Assistance.** An allowance is deducted to cover an expense exceeding 10% of annual income for a care attendant or any "auxiliary apparatus" for a disabled family member if:
- (a)** The expense enables an adult family member to work (including the disabled family member).
 - (b)** The allowance does not exceed the amount earned by the member or members who are enabled to work by the expense.
 - (c)** If a household is eligible to receive an allowance for medical expense and disability assistance, 10% of income is deducted first from the total medical expenses. If 10% of income is greater than the total medical expenses, the remainder of the 10% is deducted from disability assistance expenses.

4.4. VERIFICATION PROCEDURES

RHE must verify all factors affecting a household's eligibility, preference, and rent payment. If there are any income discrepancies, between income verification documents received, then RHE will use the highest income calculation to determine the household members' income.

RHE requires each family to provide authorization, by the family, for RHE to obtain financial records, from any financial institution, whenever RHE determines the record is needed to determine eligibility.

The authorization provided by a family to obtain third-party verification shall remain effective until the earliest of:

- (1) A final adverse decision on the family's application for eligibility for benefits;
- (2) The cessation of the family's eligibility for benefits; or
- (3) The express revocation by the family of the authorization, in a written notification to HUD.

An authorization obtained by RHE shall be considered to meet the requirements of the Right to Financial Privacy Act and need not be furnished to the financial institution.

- (1) The certification requirements of the Right to Financial Privacy Act shall not apply to requests by RHE.
- (2) A request by RHE is deemed to meet the requirements of section 1104(a)(3) of the Right to Financial Privacy Act and the flush language of section 1102 of the Right to Financial Privacy Act.
- (3) RHE shall inform any person who provides authorization of the duration and scope of the authorization.

If a family refuses to provide, or revokes, any authorization made by the family for RHE to obtain any financial record from any financial institution, RHE may, on that basis, determine that the family is ineligible for housing.

In accordance with PIH Notice 2016-05, RHE will implement streamlined annual re-examinations for fixed sources of income which allows RHE to verify fixed sources of income every three years.

This notice allows RHE the discretion to adopt a streamlined income determination for any family member with a fixed source of income. Note that the family member may also have non-fixed sources of income, which remain subject to third-party verification. Upon request of the family, RHE must perform third-party verification of all income sources. Note that this provision pertains only to the verification of sources of income; RHE will continue to conduct third-party

verification of deductions.

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

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

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

The provision is not available for program applicants.

In the initial year in which a streamlined income determination is made, the COLA must be applied to a source of income that has been verified previously.

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

For the second income determination involving a family member whose income was adjusted previously using a streamlined income determination, the adjustment would be made to the previously determined income amount (i.e., in year two, the COLA is applied to the year one income amount, as previously adjusted by a COLA). **For any family member whose income is determined pursuant to a streamlined income determination, third-party verification of all income amounts for all family members must be performed at least every three years.**

This means that, for the third income determination involving a family member whose income had been adjusted twice using a streamlined income determination, the PHA would need to obtain third-party verification of *all* income amounts. This also means that if a family member with a fixed-income source is added to the family during year two, for example, then the PHA must obtain third-party verification of all income amounts for that family member at the next reexamination if the PHA wishes to have all family members with fixed incomes on the same schedule with respect to streamlined reexaminations.

4.4.a. EIV, IVT, and Third-Party Verification

Wherever possible, RHE must obtain verification from third-party sources. For current program residents, verification of employment income or Social Security or unemployment benefits must include data from HUD's Enterprise Income Verification (EIV) system. Through its EIV system, HUD provides employment data reported to state wage information agencies and information on amounts paid as Social Security or unemployment benefits.

In addition to EIV data, RHE requires verification directly from the source of income, from those who received payment for deductible expenses and from institutions or professionals who have information relevant to a family's eligibility or rent.

HUD requires RHE to utilize the Income Validation Tool (IVT) to validate unreported income. RHE must investigate income reporting on the IVT report that was not reported to RHE by program participant household members. HUD does not allow RHE to provide forgiveness to program participants who did not report income. If the household member disputes the income shown on the IVT report, the household must provide documentation that the income shown on the IVT is incorrect. If the household member does not provide the requested documentation within the given time frame requested, (a maximum of 14 calendar days), RHE will count the income reported on the IVT, which may result in program participation termination for unreported income or a repayment agreement being offered for the unreported income. Repayment agreement may be offered for amounts of \$2,400 or more. Families that default on the repayment agreement for unreported income will be terminated. Income for family members no longer in the household but that were in the household during the time of the unreported income, the head of household will be responsible for paying back any amounts due and may be subject to program termination.

Third-party verification may include:

- (1)** Written third-party verification mailed directly from the third-party to RHE:
 - (a)** Note: Documents provided must not be altered or redacted in any way, including but not limited to pay stubs, bank statements, and/or expense verifications. Altered or redacted documents provided will not be accepted, and the family will be considered non-compliant. Redacted documents, for any type of verification, will not be accepted.
 - (b)** Bank statements may be used to validate income received but not reported.
 - (c)** Bank statements may be used to validate the existence of other bank accounts/assets that were not reported.
 - (d)** Paystubs may be used to validate the existence of a bank account/asset that was not reported.

- (2) Original or authentic document generated by a third-party source that is brought in by the program resident or applicant.
- (3) Oral verification, generally by telephone, when RHE staff is able to determine that the person providing information is the person who should be providing the required verification.
- (4) Electronic verification sent directly to RHE by fax or obtained from the internet.

Third-party verification can be hand carried by the family. Telephone calls to obtain third-party oral verification must be originated by RHE staff. Staff must document an oral verification in writing in the file, including the date of the conversation, the name and position of the person providing the information, and the information provided.

On any occasion that RHE is unable to obtain third-party verification, staff must document the resident file to explain why.

4.4.b. Review of Documents

When third-party verification cannot be obtained, staff will review original documents provided by the family. Staff may use a review of documents in instances where no third-party source is available (for example, date of birth) or when staff has made two attempts to obtain third-party verification over a two-week period without result. All attempts to obtain verification must be documented in the tenant file.

4.4.c. Tenant Self-Certification

RHE may accept a family's self-certification of relevant facts only when no other verification attempts have been successful and fraud is not suspected. A self-certification does not need to be notarized, but it must be signed and dated by the family member making the certification.

Households claiming zero income and households that claim non earned income contributions from an outside party will be considered a zero-income household and must complete a zero-income questionnaire/checklist. RHE will not accept incomplete zero-income questionnaire/checklist that do not clearly demonstrate how life expenses are paid. Incomplete zero-income questionnaire/checklists will result in the household being considered non-compliant with the recertification and may result in termination.

4.4.d. Timing of Verification

Verification must be dated within 60 days of the date a certification or recertification request date. If verification is more than 60 days old of the certification or re-certification request date, RHE will obtain new verification.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, RHE will determine which information is the most accurate and implement interim rent changes if required.

The table in Appendix A outlines factors that must be verified and common methods that can be used for verification.

4.4.e. Verifying a Departing Household Member

Families reporting that a member has left the household must provide verification of that departure. Verification must be conclusive evidence that the departing member has a new residence. Examples of acceptable documents include an executed lease in the member's name, a new driver's license with a new address, or a current utility bill with a new address. Self-certification cannot be used to verify a household member's departure unless approved by an RHE authorized representative.

4.4.f. Verifying use of the Resident Address by an Unauthorized Occupant

Section IV Occupancy of the lease prohibits persons not on the lease to utilize the unit address to occupy to receive mail to operate a business or to conduct illegal activity.

If RHE discovers, through the use of the United States Postal Service postal verification, that a person not on the lease is utilizing the unit address, RHE will require the resident to provide evidence that the person is not residing in the unit and is no longer utilizing the unit address. Evidence may include a lease agreement for the address in which they reside, a utility bill, tax return, pay stub, vehicle registration, pay stub, or other reliable verification of the address of the unauthorized occupant. RHE may utilize other means of verification of address such as US Case Search or other recognized sources of information.

Evidence of occupancy by an unauthorized occupant can also include documentation of clothing and other personal items noted during a housekeeping inspection.

4.4.g. Verification of Deductions

In order for a program participant to receive credit for allowable deductions, proof of payment of the deduction must be provided within the specified time frame. The cost must be directly incurred by the program participant, and it may not be covered by a third party including but not limited to insurance, childcare, medication or other subsidies, educational loans, scholarships, or grants. Deductions may not exceed the household income.

This includes but is not limited to the following deductions:

- (1) Child Care expenses
- (2) Medical expenses
- (3) Education expenses
- (4) Disability

Proof of payment may include a copy of a cashed check, a money order receipt, bank, or other electronic funds transfer documentation, or a printout of a payment received from the provider that originated from the provider's electronic payment accounting system.

Handwritten or typed receipts or letters documenting payment from the provider will not be accepted. Cash payments receipts will not be accepted unless documentation of the bank withdrawal matching the cash payment can be provided or other documented electronic fund transfers.

CHAPTER 5: RENT DETERMINATION

5.1. DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

5.1.a. Family Choice

At admission and each year before the annual reexamination, each family is given the choice of an income-based rent or a flat rent.

5.1.b. Income-Based Rent

A family who selects an income-based rent will pay the highest of:

- (1) 10% of monthly income.
- (2) 30% of adjusted monthly income.
- (3) The minimum rent.

This amount is referred to as the total tenant payment or TTP.

5.1.c. Flat Rent

Flat rents represent the market value of RHE' housing units. RHE sets a flat rent for each public housing unit determining what a market tenant would be willing to pay for rent based on the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The amount of the flat rent is reevaluated annually and adjustments applied as necessary. Rent changes become effective on the anniversary date for each affected family after the family has received a 30-day notice of the change.

RHE posts a schedule of flat rents at its central office.

Families who opt for the flat rent go through an income reexamination every three years, rather than annually.

A family paying a flat rent will be offered the opportunity to return to an income-based rent once each year at the family's recertification date. Between anniversary dates, a family may ask to return to an income-based rent only when changes in family circumstances make the flat rent a hardship for the family. (See Interim Recertifications.)

RHE MTW Activity 4 - Minimum Rent

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

5.1.d. Minimum Rent

RHE requires residents to pay a minimum rent of **\$130** for the cost of rent and utilities for all newly admitted and currently assisted **workable** families. A workable family is any household with members 18 years or older who are NOT elderly, disabled, enrolled in full-time school or a job training program, or a full-time caregiver. RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests. (See Appendix B - RHE Hardship Policy)

RHE requires residents to pay a minimum rent of **\$50** for the cost of rent and utilities for all newly admitted and currently assisted **non-workable** families. A non-workable family is where the head of household (as well as the co-head of household or spouse, if applicable) is elderly or disabled and is on a fixed income OR all other household members 18 years or older that are elderly or disabled and on a fixed income or enrolled in full-time school or a job training program. RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

5.1.e. Rent for Mixed Families

A mixed family is one in which some members are citizens or eligible immigrants and some members are not citizens and do not have eligible immigration status. The family's assistance will be prorated in accordance with PIH Notice 2016-05.

Mixed families with eligible and ineligible members will be eligible to receive prorated assistance. Currently, PHAs use the more complicated system to calculate prorated rent for families by requiring PHAs to determine the maximum rent by establishing the 95th percentile of all total tenant payments for each bedroom size. Further, this rule eliminates an error in the current regulations and in HUD's PIC system which incorrectly reduces the rent of some mixed-families below their TTP. A mixed family is a family whose members include those with citizenship or eligible immigration status *and* those without citizenship or eligible immigration status.

This method of prorating assistance applies to new admissions and reexaminations after the effective date of the regulation of April 7, 2016.

Under this rule, RHE must complete the following steps:

- Step 1: Determine the TTP in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- Step 2: Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- Step 3: Subtract the TTP from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible

(“family maximum subsidy”).

- Step 4: Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
- Step 5: Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”
- Step 6: The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- Step 7: Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family’s TTP is greater than the maximum rent, RHE must use the TTP as the mixed family TTP.

RHE MTW Activity 15 – Graduated Total Tenant Payment

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

5.1.f. Graduated Total Tenant Payment

Workable families will incur a graduated total tenant payment (TTP), that will increase by the greater of the increase in TTP based on the increase in household income or 5% each year for families on annual recertifications schedules and 10% for families on triennial recertification schedules. Once the family progresses all the way through the graduated total tenant payment schedule, they will have graduated from the public housing program and will no longer receive a subsidy. This activity applies to newly admitted and currently assisted workable families.

5.2. PAYING RENT

Rent and other charges are due and payable on the first day of the month. All charges assessed under the lease constitute rent and should be paid at 1300 Piccard Drive; Suite 203, Rockville, MD 20850. Payment may also be made electronically through the Yardi Rent Café client portal. As a safety measure, no cash can be accepted.

Rent collection staff will not fill in blank spaces on a money order, cashier check, or check for a tenant when collecting the rent.

If rent is not paid by the fifth of the month, a Notice of Late Payment will be issued to the tenant. A 5% late fee will be charged for all rents received after the 10th of the month. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered non-

payment of rent. Returned check fees will be applied to the tenant's outstanding rent balance. Rent paid after the 10th of the month must be in the form of a money order or certified check; no personal checks will be accepted for payments received after the 10th of the month.

RHE' acceptance of partial payments shall not constitute a waiver of a notice of termination unless agreed to in writing by RHE.

5.3. UTILITIES

5.3.a. Utility Allowance

Where a resident paying an income-based rent is responsible for some or all utilities, the rent is reduced by the amount of a utility allowance for that unit.

RHE establishes a utility allowance schedule for all tenant-paid utilities. The allowance is based on the cost for reasonable consumption of utilities by an energy-conservative household of modest circumstances. Allowances are evaluated annually and must be adjusted at any time utility rates have changed by 10%.

The utility allowance is subtracted from the family's income-based total TTP to determine the amount of the tenant rent. The tenant rent is the amount the family owes each month to RHE. The amount of the utility allowance is available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Paying the utility bill is the resident's obligation under RHE' lease. Failure to pay utilities is grounds for lease termination and eviction.

If a resident's TTP is less than the utility allowance, RHE will pay a utility reimbursement equal to the difference between one month's TTP and the utility allowance to the resident to enable the resident to pay the utility company.

When a resident makes application for utility service in his/her own name, he or she shall sign a third-party notification agreement so that RHE will be notified if the resident fails to pay the utility bill.

If an applicant is unable to get utilities connected because of a previous balance owed to the utility company at a prior address, the applicant will not be admitted and will receive a Notice of Rejection.

5.3.b. Excess Utility Charges

RHE also has a schedule of consumption allowances for apartments at David Scull Courts where RHE pays electric bills and monitors the actual usage recorded by a check meter for each apartment. Any consumption in excess of the consumption allowance is billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of

the month following the month in which the last rate change took place. Families with high utility costs are encouraged to contact RHE for an energy analysis. The analysis may identify problems that can be corrected to reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their consumption.

Residents with disabilities may ask RHE to provide a higher utility allowance or reduced charge for excess utility consumption as a reasonable accommodation if the resident can verify a need for special equipment because of the disability.

CHAPTER 6: CONTINUED OCCUPANCY: ANNUAL AND INTERIM REEXAMINATION, COMMUNITY SERVICE

6.1 ANNUAL RECERTIFICATIONS

At least annually, RHE will conduct a recertification of family circumstances for every resident and provide each family the opportunity to make a choice between an income-based rent and a flat rent.

All residents paying an income-based rent must complete a triennial or annual recertification of income based on the MTW Recertification schedule. Residents paying a flat rent must complete an income recertification every three years.

Before a resident's annual or triennial renewal date, RHE will send a notification letter to notify the family of the upcoming recertification process and to give them the option of an income-based rent or a flat rent. All residents will be required to sign a form indicating their request for a flat rent or an income-based rent for the coming year.

Residents paying a flat rent will be required to provide current information about family composition. They will be informed of the date of their next recertification of income and of the approximate amount and effective date of any anticipated rent increase.

Residents paying an income-based rent and flat-rent residents scheduled for a triennial income review will be asked to provide complete information about all factors related to income and rent. The family will inform RHE of its preference for an income-based rent or a flat rent at the interview.

A family may contact RHE prior to the appointment to request a reasonable accommodation for a disability.

During the recertification process, RHE will determine whether a family's composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list. Families will be moved to the appropriately sized unit in order of the length of time the family has been in the wrong sized units. For example, the family that has been over/under housing the longest will be the first family selected to move to the most appropriately sized unit. Exceptions may be made for a family requiring a reasonable accommodation.

The maximum number of persons in a household represents the number of persons in a household that will deem the household to be overcrowded. If the household reaches the maximum, the family will be required to move to an appropriately sized unit. Initial occupancy qualification for program admittance or program moves will be based on the minimum occupancy standard.

RHE MTW Activity 1 - Alternative Recertification Schedule For Households

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

Triennial recertifications are conducted for all newly admitted and currently assisted workable and non-workable families. Annual recertifications will remain for families claiming zero income and families making less than the minimum rent income level.

Interim recertifications are limited to one interim per calendar year and are processed at the request of the family. If the interim is for a decrease in income, only income decreases of 10% or more are processed. Interim decreases are limited to one during a calendar year and no interim decreases are granted during the first six months after initial occupancy. Required interim recertifications for household composition changes, landlord rent increases, and Family Self-Sufficiency will not count against the limit on voluntary interim recertifications. RHE may choose to decline to process the interim if the interim reexamination is within the last three months of recertification.

Family Self-Sufficiency program participants may be exempt from the limit on interim for the purposes of reporting income increases.

6.1.a. Unit Downsizing

In the event there is more than one household that is over housed, RHE will utilize the following order in determining which household is downsized first.

- (1) Households needing a reasonable accommodation.
- (2) Households that request to be downsized for reasons other than a reasonable accommodation.
- (3) The household that has been over housed for the longest period of time.

6.1.b. Over Income Families PIH Notice 2019-11 & 83 F.R. 35490

At each recertification, families will be assessed to determine if they are over income. Over income is defined as incomes over 120% of the AMI. If RHE discovers through a reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, RHE must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income a year later.

If one year after the initial over-income finding by RHE, the family's income continues to exceed the over-income limit, RHE must provide written notification to the family. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to paying the Fair Market Rent or termination within 6 months of the second income determination. If the initial over-income determination was made during an interim reexamination, RHE must conduct a second interim income reexamination on that date one year later. However, if RHE discovers through an annual or interim reexamination that a previously over-

income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

Any family that is deemed over income because of an interim or annual reexamination that takes place by March 24, 2019, will be subject to the over income limit provisions.

For over income families, RHE will charge as monthly rent equal to the greater of the applicable fair market rental established under for the unit in the same market area of the same size or the amount of the monthly subsidy provided for the dwelling unit, which shall include any amounts from the Operating Fund and Capital Fund used for the unit, as determined by RHE in accordance with regulations that HUD shall issue or terminate the tenancy of such family not later than 6 months after the income determination

On a month-to-month basis, RHE may lease a unit to an over-income family, but only if there are no eligible families applying for housing assistance from RHE for that month and RHE provides at least a 30-day public notice of the availability of such assistance. The rent shall be not less than the costs to operate the unit. If an eligible family applies for residence after an over-income family moves into the last available unit, the over-income family shall vacate the unit in accordance with notice of termination of tenancy provided by RHE, which shall be provided at least 30 days before such termination. If a unit is vacant and there is no one on the waiting list, RHE may allow an over-income family to gain immediate occupancy in the unit, while simultaneously providing reasonable public notice and outreach with regard to the availability of the unit.

6.1.c. Incomplete Recertifications

If the family fails to respond to the recertification letter, fails to complete the recertification, or fails to provide all requested documentation related to the recertification, the family will receive a notice of termination for non-compliance.

6.1.d. Effective Date of Rent Changes for Annual Reexaminations

The new rent will generally be effective upon the anniversary date. A family will be given 30 days' notice of any rent increase.

If the rent determination is delayed due to a reason beyond the control of the family, a rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction, the reduction will be effective on the anniversary date.

If the family caused a delay in recertification procedures, any increase in rent will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined

6.2 INTERIM REEXAMINATIONS

All residents are required to report any change in family composition within 10 calendar days of the change. Failure to report within 10 calendar days may result in eviction for non-compliance with lease requirements or in a retroactive rent increase. Failure to report a change will not result in a retroactive rent reduction. Under the MTW Program, residents are limited to one income related interim change in a 12-month period.

6.2.a. Effective Date of Rent Changes Due to Interim or Special Reexaminations

A family may report a decrease in income or an increase in expenses related to allowable deductions. RHE may conduct an interim recertification to reduce a family's rent for any change that will last more than 30 days, within the allowable interim submission limits.

- (1) **Verification at Interim Recertifications.** At an interim recertification, the family information that has changed is verified. Per HUD's regulations an EIV will be pulled for each interim transaction.
- (2) Interim recertifications will be processed within 30 days of receiving the completed interim recertification packet
 - (a) An interim recertification packet is not considered complete until ALL requested documents have been received. Once ALL requested documents have been received, the 30-day processing time will begin.
 - (b) If requested documents are not received by the deadline noted in the missing document notification, the interim will be discarded and must be resubmitted with all of the requested documents. The 30-day processing time will begin upon resubmission and acceptance of the completed recertification packet.
- (3) **Effective Date of Tenant Rent Portion Changes.** Generally, following an interim recertification:
 - (a) A tenant rent portion increase will be effective the first day of the month following a 30-day written notice to the family of the new rent amount.
 - (b) A tenant rent portion decrease will be effective the first day of the month, following the 30-day period after the completed interim recertification packet is received and accepted. For example, if an interim recertification packet is received completed and is accepted on June 15th, the recertification will be effective no later than September 1st. If the completed recertification packet is received and accepted on June 30th, the recertification will be made effective no later than October 1st.

Notice of any change in the tenant rent portion and its effective date will be sent by mail or email to the owner and the family.

6.2.b. Repayment Agreements

At its sole discretion, RHE may offer a repayment agreement to a resident who is unable to pay a balance due RHE by the due date. Repayment agreements must be in writing and signed by RHE and the head of household. Repayment agreements will be offered in accordance with PIH Notice 2018-18. Failure to comply with terms of a repayment agreement is cause for termination of tenancy.

6.2.c. Remaining Family Members and Prior Debt

Remaining adult family members aged 18 years or older will be held responsible for arrearages incurred by the former head or co-head or spouse. RHE will not hold remaining family members (other than the head or co-head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18. Remaining adult family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

6.3. COMMUNITY SERVICE REQUIREMENT
24 CFR 960.600-609**6.3.a. Community Service Requirement**

RHE will not renew the lease of any family that is not in compliance with the community service requirement or an approved agreement to cure. If they do not voluntarily leave the property, eviction proceedings will begin.

An unemployed adult resident who is not identified as exempt is required to perform eight hours of community service every month.

6.3.b. Exempt Adult

The community service requirement applies to all adults who are not exempt. Exempt adults are family members who:

- (1) Are 62 years of age or older.
- (2) Have a disability that can be verified that prevents him/her from being gainfully employed.
- (3) Is verified to be the fulltime caretaker of a disabled person.
- (4) Is working at least 20 hours a week.
- (5) Attends a training program.
- (6) Qualifies as a full-time student at a secondary school or an institution of higher learning.

6.3.c. Service Requirements

At least eight hours of activity must be performed each month.

RHE will make the determination whether to allow or disallow a deviation from the schedule.

The eight hours per month may be either volunteer work, a self-sufficiency program activity, or a combination of the two. Political activity is excluded. Community service activity must not take the place of work performed by paid employees.

6.3.d. Family Obligations

At lease execution and recertification all adult members of a public housing family must:

- (1) Sign a certification that they have received and read this policy and understand that, if they are not exempt, failure to comply with the community service requirement will result in termination of their lease.
- (2) Certify and provide documentation for each adult family member that he/she is or is not exempt from the community service requirement.
- (3) Submit monthly a completed form documenting activity performed by each non-exempt family member (including for those family members who were non-exempt for a portion of the year).

6.3.e. Change in Exempt Status

If a non-exempt person becomes exempt between annual reviews, it is his/her responsibility to report this to RHE. Similarly, if an exempt person becomes non-exempt, it is his/her responsibility to report this to the RHE. RHE will provide the person with the Recording/Certification documentation form and information on volunteer and training opportunities.

6.3.f. RHE Obligations

To the greatest extent possible, RHE will:

Provide names and contact information for agencies that can provide opportunities for residents to fulfill their community service/self-sufficiency obligations, including a disabled person who is otherwise able to be gainfully employed since such an individual is not exempt from the community service requirement and provide referrals for volunteer work or self-sufficiency programs.

RHE will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this ACOP at initial application and at lease execution. RHE will make the final determination as to whether or not a family member is exempt from the

community service/self-sufficiency requirement. Residents may use RHE' grievance procedures if they disagree with RHE' determination. RHE will review and verify family compliance with service requirements annually.

CHAPTER 7: INSPECTIONS

7.1. Move-in Inspections

Rockville Housing Enterprises (RHE) and an adult member of the family will inspect the unit prior to occupancy of the unit by the family. Both parties will sign a written statement of the condition of the premises and all equipment. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

7.2. Annual Inspections

RHE will inspect each public housing unit annually to ensure that each unit meets RHE' housing standards. Work orders will be submitted and completed to correct any deficiencies.

7.3. Special Inspections

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by RHE.

7.4. Housekeeping Inspections

At least once each year, and more often if necessary, RHE will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

7.5. Notice of Inspection

For annual inspections, special inspections, and housekeeping inspections, RHE will give the tenant at least two days written notice.

7.6. Emergency Inspections

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

7.7. Pre-Move Out Inspections

When a tenant gives notice that they intend to move, RHE will offer to schedule a pre-move-out inspection with the family. The inspection allows RHE to help the family identify any problems that, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling RHE to ready units more quickly for future occupants.

7.8. Move-Out Inspections

RHE conducts a move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

7.9. Lead-Based Paint Inspections

Lead-based paint inspections will be performed in accordance with the most current State of Maryland and city of Rockville requirements. As of the date of this updated ACOP, for all units that do not have a Lead-Free designation, at each new move in, the unit will be tested for the presence of lead-based paint by a certified LBP inspector. A copy of the results will be provided upon move-in to the tenant.

CHAPTER 8: LEASE TERMINATION

8.1. TERMINATION BY TENANT

The tenant may terminate the lease at any time by submitting a 60-day written notice. If the tenant vacates prior to the end of the sixty (60) days, she/he will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

8.2. TERMINATION BY RHE

RHE will terminate the lease for serious or repeated violations of material lease terms. Three lease violations received within a 12-month period will result in a lease termination. Please note, for serious lease violations, termination may proceed immediately following the violation. Such violations include, but are not limited to the following:

- (1) Nonpayment of rent or other charges.
- (2) A history of late rental payments.
- (3) Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.
- (4) Failure to allow inspection of the unit.
- (5) Failure to maintain the unit in a safe and sanitary manner.
- (6) Assignment or subletting of the premises.
- (7) Use of the premises for purposes other than as a dwelling unit (other than for RHE approved resident businesses).
- (8) Destruction of property.
- (9) Acts of destruction, defacement, removal of any part of the premises, or failure to cause guests to refrain from such acts.
- (10) Any criminal activity on the property or drug related criminal activity on or off the premises. This includes, but is not limited, to the manufacture of methamphetamine on the premises of RHE.
- (11) Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of RHE.
- (12) RHE Fighting Policy/Sexual Harassment or Bullying – Lease Violation – Three Strikes

- (a) If any member of a RHE public housing household or guest of a RHE public housing household is reported to have been involved in a physical or verbal altercation with a member or guest of another RHE public household on RHE property, that can be characterized as bullying, fighting, or sexual harassment. and there is a preponderance of evidence of involvement of the accused household members in the altercation, both households will receive a lease violation. The lease violation will be given to both parties involved regardless of which household member or guest is reported to have initiated the incident.
- (b) RHE will terminate the lease of any household receiving more than three fighting related lease violations. The lease will be terminated and eviction proceedings will ensue after the third fighting lease violation is received.
- (c) Other good cause.

RHE will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

RHE may terminate the lease if any member of the household that engages in physical or verbal abuse toward RHE staff or contractors acting on behalf of RHE. Abuse may include, but is not limited to the use of profane language, yelling at RHE staff, or other verbal or physical assaults

8.2.a. Notice of Lease Termination

No resident shall be served a Notice of Lease Termination without being told by RHE in writing the reason for the termination.

When applicable, the termination notice will inform the resident of his/her right to request a hearing in accordance with the grievance procedure and be given the opportunity to make such a reply as he/she may wish. Residents may not be eligible for the grievance procedure if the lease has been terminated for certain actions including any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or RHE employees.

Notices of lease termination may be sent by USPS First Class mail, email, served personally, or posted on the unit door.

The termination notice will include a statement describing the right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

8.2.b. Abandonment

RHE will consider the unit abandoned when all of the following have occurred:

- (1) Everyone appears to have moved out in RHE' reasonable judgment.

- (2) Clothes, furniture, and personal belongings have been substantially removed in RHE' reasonable judgment.
- (3) The resident has been in default for non-payment of rent for five consecutive days, or water, gas, or electric service for the apartment not connected in RHE' name has been terminated.
- (4) The resident has not responded for 2 days to RHE' notice left on the inside of the main entry door, stating that RHE considers the apartment to be abandoned.

An apartment is also "abandoned" 10 days after the death of a sole resident.

When a unit has been abandoned, RHE will put a notice of intent to enter the unit to confirm the family has abandoned the unit 24 hours before entering the unit. A RHE representative may enter the unit and remove any abandoned property that has been left for five or more days. RHE will forward a notice to the resident at the last known address of its intent to dispose of the property. If no response is received by the resident, and RHE cannot confirm with the tenant that they have left the unit with no intention of returning, RHE will pursue possession through the court system.

8.2.c. Return of Security Deposit

After a family moves out, RHE will return the security deposit plus applicable interest within 45 days in accordance with state law or give the family a written statement within 45 days reporting why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed prior to the move-in of the family.

8.2.d. Recordkeeping Requirements

RHE maintains a written record of every termination and/or eviction including the following information for three years:

- (1) Name of resident, race and ethnicity, number and identification of unit occupied.
- (2) Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently.
- (3) Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail.
- (4) Date and method of notifying resident.
- (5) Summaries of any conferences held with resident including dates, names of conference participants, and conclusions.

8.3 REASONABLE ACCOMMODATIONS

RHE will provide reasonable accommodations and modifications in accordance with HUD regulations. Reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities.

HUD defines a reasonable accommodation as a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations. Please note that the Americans with Disabilities Act (ADA) often refers to these types of accommodations as “modifications.”

Under Section 504 and the ADA, public housing agencies, other federally-assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications *unless providing them would be an undue financial and administrative burden or a fundamental alteration of the program.*

All reasonable accommodation requests, whether listed in this procedure or not, must be carefully evaluated on a case-by-case basis in compliance with federal, state, and local disability rights laws.

RHE is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If a person’s disability is obvious, readily apparent, or otherwise known to the provider, and if the need for the requested accommodation or modification is also readily apparent or known, then the provider may not request any additional information. If the disability and/or the disability-related need for the requested accommodation or modification is not known or obvious, RHE will request only information that is necessary to evaluate the disability and/or disability-related need for the accommodation. This information may be from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.

8.3.a. Submittal of Reasonable Accommodation Requests

To request a reasonable accommodation, the resident must submit a properly completed RHE reasonable accommodation request packet. If the resident cannot use the RHE reasonable accommodation request packet, the resident may request the packet be provided in an equally effective format or means of communication. The resident may also submit an alternative form to request the reasonable accommodation that contains the same information as requested in the RHE reasonable accommodation packet.

Reasonable accommodations must be renewed annually by the resident for any accommodation for a person with a disability that is not verified through a social security disability determination. Reasonable accommodations that are not renewed annually will automatically terminate.

RHE has 30 calendar days from the date of the reasonable accommodation submission to render a decision unless the requested party is informed in writing that additional time is needed.

All decisions to approve or deny reasonable accommodation requests will be communicated in writing.

8.3.b. Reasonable Accommodation Denial

When RHE denies a requested accommodation or modification, RHE will discuss with the requester whether there is an alternative accommodation or modification that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden.

CHAPTER 9: VIOLENCE AGAINST WOMEN

9.1. VIOLENCE AGAINST WOMEN (VAWA) POLICY

9.1.a. Purpose and Applicability

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth Rockville Housing Enterprises (RHE) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. This Policy shall be applicable to the administration by RHE of all federally subsidized public housing and HCV rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

9.1.b. Goals and Objectives

This Policy has the following principal goals and objectives: Maintaining compliance with all applicable legal requirements imposed by VAWA; ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by RHE; providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking; creating and maintaining collaborative arrangements between RHE, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, and stalking, who are assisted by RHE; taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RHE.

9.2. DEFINITIONS - AS USED IN THIS POLICY

9.2.a. Domestic Violence

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

9.2.b. Dating Violence

Means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (1) The length of the relationship.
- (2) The type of relationship.
- (3) The frequency of interaction between the persons involved in the relationship.

9.2.c. Stalking

- (1) Means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person.
- (2) To place under surveillance with the intent to kill, injure, harass, or intimidate another person.
- (3) In the course of or as a result of such following, pursuit, surveillance, or repeatedly committed acts to place a person in reasonable fear of the death, to cause serious bodily injury to, or to cause substantial emotional harm to:
 - (a) That person.
 - (b) A member of the immediate family of that person.
 - (c) The spouse or intimate partner of that person.

9.2.d. Actual and Imminent Threat

Refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential would occur.

9.2.e. Immediate Family Member

Means, with respect to a person:

- (1) A spouse, parent, brother, sister, child of that person, or an individual to whom that person stands in loco parentis.
- (2) Any other person living in the household of that person and related to that person by blood or marriage.

9.2.f. Affiliated Individual

With respect to an individual, means:

(1) A spouse, parent, brother, sister, child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual).

(2) Any individual, tenants, and lawful occupants.

9.2.g. Perpetrator

Means person who commits an act of domestic violence, dating violence, or stalking against a victim.

9.2.h. Bifurcate

Means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and state or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside as occupants.

9.2.i. Covered Housing Provider

Refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHA's, sponsors, owners, mortgagors, managers, state and local governments or agencies thereof, and nonprofit and for-profit organizations and entities.

9.3. ADMISSIONS AND SCREENING

Non-Denial of Assistance

RHE will not deny admission to public housing or to the HCV rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

9.3.a. Admissions Preference

Applicants for rental assistance from RHE will not receive a preference in admissions by virtue of their status as victims of domestic violence.

9.3.b. Mitigation of Disqualifying Information

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, RHE may, but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, RHE shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable

relevance to the potentially disqualifying information. RHE will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

9.4. TERMINATION OF TENANCY OR ASSISTANCE

9.4.a. VAWA Protections

Under VAWA, public housing residents and persons assisted under the HCV rental assistance program have the following specific protections, which will be observed by RHE:

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
- (2) In addition to the foregoing, tenancy or assistance will not be terminated by RHE as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, or stalking engaged in by a member of the assisted household, a guest, or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations.
- (3) Nothing contained in this paragraph shall limit any otherwise available authority of RHE or an HCV owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither RHE nor an HCV owner or manager may apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than that applied to other tenants.
- (4) Nothing contained in this paragraph shall be construed to limit the authority of RHE or an HCV owner or manager to evict or terminate from assistance any tenant or lawful applicant if RHE, the owner, or manager, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

Removal of Perpetrator. Further, notwithstanding anything in paragraph 6.1 of PIH Notice 2017-08 or federal, state, or local law to the contrary, RHE or an HCV owner or manager, as the case may be, may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease in order to evict, remove,

terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RHE. Leases used for all public housing operated by RHE and, at the option of HCV owners or managers, leases for dwelling units occupied by families assisted with HCV rental assistance administered by RHE, shall contain provisions setting forth the substance of this paragraph.

9.5. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

9.5.a. Requirement for Verification

The law allows, but does not require, RHE or an HCV owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this Policy. Subject only to waiver as provided in paragraph 7.3 of PIH Notice 2017-08, RHE shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RHE or an HCV owner or manager receiving rental assistance administered by RHE may elect to require verification or not to require it as permitted under applicable law.

9.5.b. Verification of a Claimed Incident

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, or stalking may be accomplished in one of the following ways.

HUD-Approved Form

By providing, to RHE or to the requesting HCV owner or manager, a written certification on a form approved by HUD, that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this Policy. The incident or incidents in question must be described in reasonable detail as required in the HUD approved form, and the completed certification must include the name of the perpetrator.

(1) Other Documentation

By providing to RHE documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom

the victim has sought assistance in addressing the domestic violence, dating violence, stalking, or the effects of the abuse. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this Policy. The victim of the incident or incidents of domestic violence, dating violence, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

(2) Police or Court Record

By providing to RHE a federal, state, tribal, territorial, or local police or court record describing the incident or incidents in question.

(3) Time Allowed to Provide Verification/ Failure to Provide

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, and who is requested by RHE to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time, will result in loss of protection under VAWA and this Policy against a proposed adverse action.

(4) Waiver of Verification Requirement

RHE, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the RHE. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

9.6. CONFIDENTIALITY

9.6.a. Right of Confidentiality

All information (including the fact that an individual is a victim of domestic violence, dating violence, or stalking) provided to RHE in connection with a verification required under Chapter 8, paragraph 19 of this Policy or provided in lieu of such verification where a waiver of verification is granted shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

- (1)** Requested or consented to by the individual in writing.

- (2) Required for use in a public housing eviction proceeding, as permitted in VAWA.
- (3) Otherwise required by applicable law.

9.6.b. Notification of Rights

All tenants of public housing and tenants participating in the HCV rental assistance program administered by RHE shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

9.7. TRANSFER TO NEW RESIDENCE

9.7.a. Application for Transfer

In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RHE will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or HCV tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

9.7.b. Action on Applications

RHE will act upon such an application promptly, which shall be defined as 10 business days.

9.7.c. No Right to Transfer

RHE will make every effort to accommodate requests for transfer when suitable alternative vacant units are available, and the circumstances warrant such action. The decision to grant or refuse to grant a transfer shall lie within the sole discretion of RHE, and this Policy does not create any right on the part of any applicant to be granted a transfer.

9.7.d. Family Rent Obligations

If a family occupying RHE public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by RHE. In cases where RHE determines that the family's decision to move was reasonable under the circumstances, RHE may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

9.8. COURT ORDERS/FAMILY BREAK-UP

9.8.a. Court Orders

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

9.8.b. Family Break-Up

Other RHE policies regarding family break-up are contained in RHE' Public Housing Admissions and Continuing Occupancy Policy (ACOP) and its HCV Administrative Plan.

(1) Relationships with Service Providers

It is the policy of RHE to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If RHE staff becomes aware that an individual assisted by RHE is a victim of domestic violence, dating violence, or stalking, RHE will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring RHE either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. RHE'ACOP and Administrative Plan shall describe providers of shelter or services to victims of domestic violence with which RHE has referral or other cooperative relationships.

(2) Notification

RHE shall provide written notification to applicants, tenants, and HCV owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

(3) Relationship with Other Applicable Laws

Neither VAWA nor the implementation of this Policy shall preempt or supersede any provision of federal, state, or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, or stalking.

(4) Amendment

This Policy may be amended from time to time by RHE as approved by the RHE Board of Commissioners or its designated official.

ROCKVILLE HOUSING ENTERPRISES

PET POLICY

ADDENDUM TO DWELLING LEASE AGREEMENT

In accordance with the Quality Housing and Work Responsibility Act, residents living in public housing properties managed by Rockville Housing Enterprises (RHE) are permitted to own and keep common household pets in their respective units, subject to the following rules and regulations:

Common household pets include dogs, cats, birds, fish, gerbils, guinea pigs, or hamsters. Snakes and other reptiles, livestock, and exotic animals are prohibited.

RHE reserves the right to decline to approve a particular pet or to authorize a resident to own and maintain a pet at a RHE property. RHE reserves the right to suspend or revoke the approval or authorization to own and maintain a pet if the resident fails to comply with the terms of this policy, RHE has a reasonable basis or good cause to believe that a resident should not be permitted to own and maintain a pet, and/or the pet is believed to be a threat to the health and safety of other residents.

These rules are part of the Dwelling Lease between RHE and the resident by reference and are enforceable accordingly.

- (1) Approval by RHE must be received in advance of allowing any pet in a unit.** This will be evidenced by a completed pet application, receipt of Veterinarian's Certification, current city of Rockville Pet License, picture of the pet, and a signed Addendum to the Dwelling Lease. The city of Rockville Pet License annual renewal must be provided to property management annually as well as the annual certification from the veterinarian that the animal is current with all vaccinations.
- (2) A dog or cat may not weigh over 30 pounds when fully grown.** The resident must be able to carry his or her pet. Dogs and cats must be leashed and accompanied by the owner or other responsible individual whenever outside the dwelling unit and in the community's common areas.
- (3) There is a limit of one (1) pet per dwelling unit, with the exception of fish.**
- (4) Birds must be caged at all times. Aquariums may not exceed ten (10) gallons in capacity.**
- (5) A mandatory pet deposit in the amount of \$300.00 for a dog or cat** must be paid at the time of the execution of the Addendum to the Dwelling Lease to allow the pet to be present. **There is a mandatory pet deposit of \$50.00 for fish (tank), birds, gerbils, guinea pigs, or hamsters.** The pet deposit may be used by RHE to pay for reasonable expenses directly attributed to the presence

of the pet on the property including, but not limited to the cost of repairs and replacements to and fumigation of the resident's unit as well as damage to any public or common areas caused by the pet. The pet deposit shall be placed in an interest-bearing account in accordance with Maryland Security Deposit laws. RHE shall refund any unused portion of the pet deposit to the resident within 45 days after the resident has moved from the property or no longer owns or keeps a pet in the unit.

- (6) Residents will be prohibited from owning and keeping pets that RHE reasonably believes to be dangerous to residents, staff, or other pets, including, but not limited to dog breeds such as Pit Bulls and Rottweilers.**
- (7) Residents must abide by all applicable state and local public health animal control and animal anti-cruelty laws and regulations.
- (8) Residents must furnish a picture of the pet and a statement from a veterinarian that the dog or cat has had all inoculations and has been spayed or neutered prior to signing the Addendum to the Dwelling Lease. Resident must provide an updated Veterinarian Statement at each reexamination.
- (9) A sticker will be provided for each household identified as having a pet upon payment of the pet deposit. The sticker must be displayed in a lower-level window of the unit.

Pet Care:

- (1) No outside cages, fences, or houses are permitted.
- (2) Waste must be disposed of immediately and properly in sealed plastic bags. Precautions must be taken by the resident to eliminate odors and maintain sanitary conditions inside the unit.
- (3) Food for pets must be sealed in containers kept inside the unit.
- (4) Pets will not be allowed in areas such as lobbies or meeting rooms. Dogs and cats must be kept on leashes when outside in the community's common areas.
- (5) Dogs and cats cannot be left alone for more than eight hours. RHE has the right to enter and remove any pet if it has been left unattended for more than 24 hours.
- (6) The resident will be responsible for ensuring that the pet does not disturb other residents, create odor problems, or constitute a nuisance or threat to the health or safety of others.
- (7) Extermination of fleas and other pests at the pet owner's unit will be the resident's responsibility or at the resident's expense.

- (8) RHE assumes no responsibility for pets during its own routine pest extermination. The resident will be required to remove the pet during exterminations provided by RHE.
- (9) The resident must be present during any scheduled dwelling unit inspection or maintenance service calls if the unit is occupied by a dog, cat, or other unrestrained service animal. In the resident's absence, the pet must be restrained or removed from household.

Pet Safety:

- (1) Pets are not to be left chained or leashed unattended outside the unit.
- (2) Pets must be leashed and restrained under the control of a responsible person while outside the resident's unit and in the community's common areas.
- (3) Any pet waste must be scooped, bagged, and properly disposed of immediately in all areas.
- (4) RHE has the right to require removal of a pet if the pet's conduct or condition is determined to constitute a nuisance or threat to the health or safety of other residents, visitors, or staff.
- (5) **Emergencies:** Prior to obtaining a pet, the resident must have at least two responsible persons other than the RHE resident who will sign a statement agreeing to remove the pet from the premises if the owner becomes ill, incapacitated, or dies. RHE has the right to have the pet placed in a shelter at the resident's expense in the case of an emergency.

Name: _____ Telephone: _____

Address: _____

Name: _____ Telephone: _____

Address: _____

I have read, understand, and agree to abide by the requirements of the Pet Addendum. I understand no animal may be present in my unit until approved by RHE and a written addendum to my lease has been executed by myself and RHE.

Resident Signature

Date



Rockville City Police Department

2 West Montgomery Avenue, Rockville, MD 20850

Phone: 240-314-8937 - Fax: 240-314-8999 • www.rockvillemd.gov

PET REGISTRATION APPLICATION

PLEASE PROVIDE THE FOLLOWING INFORMATION (instructions on back)

Pet Information:

☐ Dog ☐ Cat ☐ Ferret

Pet Name _____

Sex of Pet:

☐ Male

☐ Female

Breed _____

Spayed or Neutered?

☐ Yes

☐ No

Color(s) _____

Over 1 Year Old?

☐ Yes

☐ No

Size: ☐ S-under 20 lbs ☐ M-20-50 lbs ☐ L-over 50 lbs

Microchip Number (if applicable) _____

Rabies Vaccination Expiration Date _____

License can only be issued up to the rabies vaccination expiration date

Owner Information:

Owner Name _____

Address _____ Apt. _____

City _____ State _____ ZIP _____

Phone: Home _____ Work _____ Cell _____

Email _____

Please check/sign all applicable:

☐ I hereby certify that my pet has been spayed or neutered.

Signature _____

☐ I authorize the City of Rockville Government or its agents to provide veterinary care for my animal if it is injured or ill and I am not available to arrange for such care.

I agree to pay for veterinary expenses ☐ \$200 ☐ \$500 Veterinarian: _____

Signature _____

☐ I hereby certify that this dog has not been declared potentially dangerous or any such like term by any other jurisdiction. Previous address if dog resided in another jurisdiction: _____

Signature _____

☐ I hereby certify that this dog is not a guard dog.

Signature _____

☐ I hereby certify that I am 60 years of age or older and eligible for the reduced pet license fee.

Signature _____

☐ I hereby certify that I am a recipient of public assistance and eligible for the reduced pet license fee and I understand that a false statement is punishable by law. Public assistance ID number: _____

Signature _____

FOR OFFICE USE ONLY

Issued by _____ Date _____ Entered by _____ Date _____

☐ 1-Year Vacc. ☐ 3-Year Vacc. ☐ New ☐ Renewal

ANI# _____ Vacc. Expires _____ Mo. Day Yr. License# _____

Expires _____ Mo. Day Yr. Issued _____ Mo. Day Yr.

CC _____ Check # _____ Cash _____ Receipt # _____

Years	One	Two	Three	Fee Paid
Unaltered Pet	\$24	\$48	\$72	
Altered Pet	\$12	\$24	\$36	
Reduced Fee	\$24/6	\$48/12	\$72/18	\$ _____ Late fee: \$3

RETURN ALL COPIES OF THIS FORM, ALONG WITH A COPY OF RABIES CERTIFICATE AND FEE.

PET VACCINATION AND LICENSING

- All dogs, cats and ferrets in the City of Rockville must have a current rabies vaccination. Dogs, cats and ferrets over the age of four (4) months must have a current city license.
- The fine for an unvaccinated pet is \$250. The fine for an unlicensed pet is \$50.
- Licensing office hours are 8:30 a.m.-5 p.m. Monday through Friday.

NOTE: RABIES CERTIFICATE MUST BE SUBMITTED WITH EACH APPLICATION.

Please make checks or money orders payable to the City of Rockville.

If your payment is less than the amount required to license your pet your license application will be returned to you for additional payment.

1. If your pet is unaltered:

One-year license: \$24; Two-year license: \$48; Three-year license: \$72

2. If your pet is altered (spay/neuter certificate must be submitted, or spay/neuter affidavit must be signed on the front of this application):

One-year license: \$12; Two-year license: \$24; Three-year license: \$36

Note: Reduced license fees are available for individuals with a disability, public assistance recipients and those 60 years of age or older. Proof of public assistance is required.

One-year license: \$6; Two-year license: \$12; Three-year license: \$18

Please read: The initial license issued for a dog, cat or ferret shall be for a term equal to either the number of months remaining until the next annual anniversary of the current vaccination or until the expiration of the current vaccination certificate, except that the minimum term for an initial license shall be four (4) months. An initial pet license will not be issued when the vaccination expiration is less than four (4) months from the time of application. Thereafter licenses will be renewed for either twelve (12), twenty-four (24), or thirty-six (36) month terms.

If the fee is submitted past license expiration date, a \$3 late fee is due.

Pet tag will be issued with new application, tag will not be issued for renewal. If your pet's tag is lost, a replacement is available by mail for \$1. Please include a copy of the pet registration form, if available.

MAIL TO: Rockville City Police Department
c/o Neighborhood Service Division
2 W. Montgomery Ave.
Rockville, MD 20850

PHONE: 240-314-8937

ONLINE: www.rockvillemd.gov/250/Pet-Licenses

You can find the City of Rockville Animal Control Code of Ordinances (Chapter 3) at https://library.municode.com/md/rockville/codes/code_of_ordinances.

RHE Pet Application Form

Veterinary Information

Veterinarian / Clinic: _____

Address: _____

Telephone #: _____ Fax: _____

Pet Information

Pet Name: _____ Type of Animal: _____

Breed: _____ Age: _____

Persons responsible for the pet should the owner pass away or become incapacitated

Name: _____ Email: _____ Phone: _____

Signature: _____ Date: _____

I have read, understand, and agreed to abide by the requirements of the Pet Policy. I understand no animal may be present in my unit until approved by RHE and a written addendum to my lease has been executed by myself and RHE.

RESIDENT: _____

Date _____

CO-RESIDENT: _____

Date _____

LANDLORD: _____

Date _____

ROCKVILLE HOUSING ENTERPRISES

APPENDIX A - PHA Verification Table

Verification Chart

Levels of Verification Methods

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family. The PHA will follow the verification guidance provided by HUD in PIH Notice 2012-15, 2012-10 Guidance – Verification of Social Security Numbers (SSNs), Social Security (SS) and Supplemental Security Income (SSI) Benefits, PIH Notice 2010-19 Administrative Guidance for Effective use of the Enterprise Income Verification (EIV) System, and any subsequent Guidance issued by HUD. HUD has identified 6 levels of verification as shown in the chart below. However, the actual path through the six levels varies by type of income. This document describes the type of documentation that meets the requirements of each level and describes how the six levels are used for each type of income.

Level	Verification Type	Reliability Ranking	Description
6	HUD EIV	Highest (Mandatory)	Data from EIV Income Report. Is used primarily as a comparison to other verification and NOT used in calculations except in the case of SS and SSI.
5	Upfront (UIV) – Non-HUD System	Highest (Highly Recommended, not required)	Data received through an independent source that systematically and uniformly maintains income information in computerized form. Information obtained from UIV can be used in calculations without additional documentation. The different UIV sources RHE uses are throughout this chart
4	Written Third-party Documents	High:	3rd Party verification as defined by PIH Notice 2012-15, PIH Notice 2010-9; PIH Notice 2011-25. "This Notice clarifies that Written Third-party Verification, (Level 4), can be an original or authentic document generated by a third-party source dated either within 60-day period preceding the reexamination or PHA request date and that such documentation may be in the possession of the tenant (or applicant)." Verification mailed and or received directly from the source

3	Written Third-party Form (Requests)	Medium Low	Verification form mailed, faxed, or emailed directly from staff to third-party source and returned by source.
2	Oral Third-party	Low	Phone call by staff to third-party source following up on a Written Third-party form or Tenant Self Declaration. Two attempts to contact party must be made and documented. Information gathered must be documented in the file in order to move to the use of Tenant Declaration
1	Tenant Declaration	Low (Use as last resort)	A statement of reported income and/or expenses. File must document attempts and reason why a higher form of verification was not possible.

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Section 1. Income		
A. Wages and Salaries		
HUD EIV (Level 6)	Sources	Reporting Time Frame
	National Directory of new Hires (federal data)	Within one month of the end of the calendar quarter. First quarter wages (Jan-Mar) will be reported by May
	State Workforce Agencies, SWICA	Within 4 months of the end of the calendar quarter. First quarter wages (Jan – Mar) will be reported by August.
	Note: While EIV is the highest level on HUD’s verification hierarchy, it is not used in the calculation of wages and salaries. EIV is compared to other documents to confirm income and to identify additional sources of tenant income that may not have been reported.	
UIV Non-HUD System (Level 5)	• cccverify.com – Can be used to verify wages and salaries • MD Child Support – FAX 301-687-8136 email Naomi.clark@icf.com • MD Unemployment FAX 410-767-2576 • MD Department of Health and Human Services 240-777-4100	
Written Third-party Documents (Level 4)	• RHE prefers original un-tampered payroll documents generated by the employer. • RHE will also accept a printout from the payroll system. • At least 2-4 current and consecutive paystubs (if participant/applicant has been with the employer at least that long), or • Employer notice or letter from employer that provides the necessary information • Completed Income Verification form completed by the employer but brought in by the participant/applicant • Complete Tax Return and Schedule-C for the self-employed brought in by the participant/applicant	
Written Third-party (Level 3)	Mail or Fax Verification of Employment Income Form directly to the source. Place copy of mailed or faxed form in file.	
Oral Third-party (Level 2)	• If resource does not respond to written request for information; and tenant cannot provide other 3rd Party Verification documentation, oral verification is required to verify income amount noted on the tenant self-declaration. • RHE requires two (2) oral verification attempts ○ Record and document in Yardi notes and in the file, the date and time attempts were made and the name and title of the contact person	
Tenant Declaration	• Use only if no other form of verification is provided. • Information provided on the application may be accepted as the tenant declaration	

(Level 1)	If all of the information needed to calculate income is provided. • If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that provides the needed information or declares the family's total annual income from earnings can be accepted. • Staff must document in the file any third-party verification that was not available.

B. Social Security	
HUD EIV (Level 6)	- EIV contains social security and SSI data. Information is reported from SSA and updated every 3 months. - EIV may be used as the sole source of verification for SS and SSI. The participant must be given the opportunity to agree/disagree with the information on the EIV report. If the participant agrees with the report and signs it, no other verification is required from SSA.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	- If the participant does not agree with the EIV Report, the participant must provide a benefit letter or printout of benefits dated within the last 60 days for each household member that receives SS and/or SSI benefits. - The participant may request verification of SS/SSI benefits without charge or penalty via the internet (preferred method) or phone: - RHE staff may assist the participant while in the office by accessing the SSA's website at www.socialsecurity.gov/myaccount and following the instructions for requesting a Proof of Income Letter that may be printed immediately. - Participant may call SSA's toll-free number, 800-772-1213 to request that a Proof of Income Letter be mailed to their home address. - The participant must provide the original to the RHE. RHE will copy the letter and return the original to the participant.
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable. SSA does not permit PHAs to request direct third-party verification from SSA.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. Staff must document in the file why third-party verification was not available

C. Verification of Self-Employment

Self-employment income refers to an individual who does not receive a paycheck from an employer (does not receive a W-2 form). If an individual owns a company and receives a paycheck that income would be counted under A. Wages and Salaries.

Self-employed individuals must provide information on income received and may deduct allowable business expenses.

HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	• Level 4 documents must be generated by a 3rd Party Source. Therefore, an accountant's profit and loss statement would be acceptable Level 4 documentation, but a statement of profit and loss (Schedule-C) prepared by the applicant/participant would be a Level 1 declaration. • A tax return can be considered Level 4.
Written Third- party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Use only if no other form of verification is available • RHE requires a Self-Employment Income/Expense Record Form from the participant that declares income from self-employment. • RHE may request supporting documents such as tax records, income and expense records, and copies of invoices. • Participants who use this form are expected to complete it for last calendar year and the current year – using estimated amounts for the remainder of the year.

D. Welfare Benefits and Reduced Welfare Benefits	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Available
Written Third- party Documents (Level 4)	RHE will use an original untampered award notice or printout from MD Department of Health and Human Services provided by the participant/applicant.
Written Third- party (Level 3)	• RHE will fax verification form the Montgomery County Department of Health and Human Services at FAX 240-777-4100 • For reduced welfare benefits. RHE requires written Verification of Reduction or Termination of Welfare Assistance from Montgomery County Department of Health and Human Services that states: 1. The amount of the reduction, 2. The reason for the sanction, which must be for (a) fraud, (b) failure to participate in an economic self-sufficiency program, or (c) failure to comply with a work requirement, and 3. The letter must state the term or duration of the sanction.
Oral Third- party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Document information obtained in the file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly welfare benefits can be accepted. • For reduced welfare benefits, RHE requires a statement from the participant that declares monthly welfare benefits reduced, reason for sanction, and term. Staff must document in the file the reason third-party was not available.

E. Veteran's Benefits	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	For clarification of Level 4 or Level 3 information provided call the Department of Veterans Affairs 1-800-827-1000 for VA benefits and use file number located on upper right corner of the VA benefit letter.
Written Third- party Documents (Level 4)	• RHE will accept an original untampered document generated by the Veteran's Administration including: • VA benefit letter. Benefit letters must be for the current year, but because they are issued annually, they do not have to be dated within 120 days of submission to RHE. • Print out of benefits that provides both gross and net income information. It must include information no older than 120 days before submission to RHE.
Written Third- party (Level 3)	Mail or Fax Verification Form directly to the VA
Oral Third- party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. • Document information obtained in the file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly pension amounts can be accepted. Staff must document in the file the reason third-party was not available.

F. Periodic Payments (Pensions, Retirement Benefits, Annuities, Insurance Policy Benefits, or Other Periodic Payments)	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	• RHE will accept an original untampered benefit notice from the provider of the payment (can be brought in by the participant). • To be acceptable, the document must clearly specify gross amounts received and the time frame for payments.
Written Third- party (Level 3)	Mail or Fax Verification Form directly to the provider to obtain benefit information.
Oral Third- party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Document information obtained in the file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly pension amounts can be accepted. Staff must document in the file the reason third-party was not available. NOTE: Participants may receive (1) notice of a pension or similar payment when the payment began. RHE will retain the documentation provided by the participant and follow the verification hierarchy to obtain current documentation.

G. Unemployment Benefits	
HUD EIV (Level 6)	• EIV contains quarterly unemployment compensation data – updated with one month of the end of each quarter. • EIV should be used as a tool to identify individuals who may be receiving unemployment, but it is not acceptable verification of unemployment benefits. Additional documentation of unemployment compensation should still be requested from the individual. • If EIV does not indicate receipt of unemployment benefits in the immediate prior 12-month period, and the participant does not report unemployment income, RHE does not require additional verification of unemployment benefits.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	RHE will accept either of the following documentation: • An original and untampered benefit notice letter • A printout from local unemployment office
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares unemployment benefits is required. Staff must document in the file the reason third-party was not available.

H. Worker's Compensation	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	• An original untampered benefit notice or letter • At least two paystubs or other third-party generated documentation of worker's compensation received. • Print out from local worker's compensation office or employer.
Written Third- party (Level 3)	Use Income Verification Forms. Mail or Fax the form directly to the appropriate source.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares Worker's compensation can be accepted. Staff must document in the file the reason third-party was not available.

I. Child Support and Alimony	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	- For payments made through a government entity, the preferred document is the printout payments made from the local Child Support Enforcement Agency. - RHE will attempt to determine the regularity and frequency of payments to determine the average; preferably a 12-month period. - Copy of the latest check and or payment stubs, or, in the case of electronic deposit, a print-out of payments and disbursement. - For those that do not go through a state agency, use the document that established the support amounts, for example, court documents, divorce decree, alimony, or custody agreement or other arrangement. - At a minimum, 2 current and consecutive child support or alimony check stubs will be accepted.
Written Third-party (Level 3)	- Mail or Fax the Verification Form to the Child Support Agency FAX 301-687-8136 OR other appropriate Agency or appropriate payer to obtain current child support amount and payment status. - For those that do not through a state agency, we may need to send a form to the payer asking for the actual amount paid and payment status.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. - Telephone or in-person contact with third-party source. - RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. Family's self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received. Staff must document in the file the reason third-party was not available.

J. Adoption Assistance and Foster Care

In this case, foster care only includes formal foster care arrangements through a state or local agency. This does not refer to informal care agreements between family and/or friends. If an applicant/participant receives income as a result of an information arrangement, it should be verified following instructions for Regular Contributions

HUD EIV (Level 6)	Data not available
Upfront – Non-HUD System (Level 5)	Not available
Written Third- party Documents (Level 4)	RHE will accept original untampered documents from appropriate agency identified by the participant to verify current assistance amount and status.
Written Third- party (Level 3)	Mail or Fax the Verification Form to the Agency FAX 301-687-8136 OR other appropriate Agency or appropriate payer to obtain current child support amount and payment status.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. Family's self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received. Staff must document in the file the reason third-party was not available.

K. Regular Contributions or Gifts	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	RHE will accept a notarized statement from a third-party stating the amount of regular contributions given to the family and may be hand carried in by participant.
Written Third- party (Level 3)	Send the Verification of Support Contribution Form to any third-party source providing contributions as reported by individual/family.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that declares regular contributions is required. Staff must document in the file the reason third-party was not available.

L. College Student Financial Aid (also see Section III x for definition of students)	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	- Financial aid letters or documents generated by the educational institution that shows the amount of awards per academic term. If these documents provide enough information to determine whether the student receives any amount in excess of tuition, no further documentation is needed. - Billing documents generated by the educational institution may be used to show tuition charges separate from all other items.
Written Third- party (Level 3)	Send the Verification of Support Contribution Form to any third-party source providing contributions as reported by individual/family.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. - Telephone or in-person contact with third-party source. - RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. Staff must document in the file the reason third-party was not available.

M. Military Pay	
HUD EIV (Level 6)	EIV contains quarterly wage data for the last 2 years of regular pay, special pay, of a member of the Armed Forces. Note. While EIV is the highest level on HUD's verification hierarchy, it is NOT used in the calculation of wages and salaries. EIV is compared to other documents to confirm income and to identify additional sources of tenant income that may not have been removed.
Upfront – Non-HUD System (Level 5)	The Defense Finance and Accounting Service provide payment for the US Department of Defense. http://www.dfas.mil/civilianemployees/customerservice.html#Military
Written Third-party Documents (Level 4)	Documentation submitted stating the individual is receiving regular pay, special pay, and/or any allowances as a member of the Armed Forces. In order for income to be excluded documentation must state the individual is currently being exposed to hostile fire.
Written Third-party (Level 3)	Count all sources of pay EXCEPT special family for a family member serving in the Armed Forces who is exposed to hostile fire.
Oral Third-party (Level 2)	Air Force & Army 877-734-6202 Coast Guard 785-339-2200 Marine Corps & Navy 888-332-7411 If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that declares regular contributions is required. Staff must document in the file the reason third-party was not available.

Section 2. Household Composition	
2A. Legal Identity	
RHE requires that the legal identity of each household member be verified	
HUD EIV (Level 6)	Once a HUD-50058 has been submitted for a family, EIV compares the names, SSNs, and birth dates reported with SSA to either confirm the identity of members or identify household members whose names, SSNs and birth dates do not match.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	RHE requires original, unaltered documents All Household members. Documentation must be provided that identifies each member and confirms relationships. Acceptable Documents include: For Adults: ○ Birth Certificate ○ Church-Issued Baptismal Certificate ○ Current, Valid Driver’s License or State issued ID ○ U.S. Passport ○ U.S. Military Discharge Form (DD 214) ○ Employer Identification Card ○ PH applicants/participants with a name different from what is on their birth certificate – and which is not the result of a typographical error must provide evidence of a name change such as a marriage certificate, divorce decree, legal document, or court order. For Children: ○ Birth Certificate ○ Adoption Papers ○ Custody Agreement ○ Health and Human Services ID ○ School Records
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration	If due to an uncontrollable circumstance, none of these documents are available, RHE will consider on a case-by-case basis accepting certification from a third-

(Level 1)	party who knows the person and who can attest to their identity. Staff must document in the file the reason third-party was not available.

2B. Social Security Number

HUD Requires all household members to obtain and disclose a SSN, except members who do not claim citizenship or eligible immigration status.

HUD EIV (Level 6)	EIV requires a precise match of first name, last name, date of birth and social security number shown on the HUD-50058 and Social Security Administration records.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	RHE Requires original, unaltered documents. Social Security Number ○ Original Social Security Card ○ Original document issued by a federal or state government agency, which contains both the name and SSN ○ Original SSA-Issued document that contains the name and the SSN Note: If an original print-out or document generated by federal or local government contains name, SSN and birth date, the document can be accepted as verification of all three. RHE uses the names of family members as it appears on their Social Security Card. RHE requires an individual with unmatched information to provide RHE with a corrected Social Security Card with 45 days.
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Not Applicable

2C. Citizenship and Immigration Status	
HUD Requires RHE to verify the citizenship or immigration status of all household members	
HUD EIV (Level 6)	Not Applicable
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	Citizenship Not Applicable • Immigration Status • Participant must provide appropriate immigration documents to initiate Level 4 verification.
Written Third- party (Level 3)	Send verification using DHS Form G-845, which is sent to USCIS, 2221 S. Clark Street, Arlington, VA 22202 Attention: Immigration Status Verifier, with a copy of the document to be verified.
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Citizenship Citizens • Must sign a declaration certifying U.S. Citizenship. Immigration Status Non-citizens must sign declaration certifying the following: • Eligible immigration status; or • Decision not to claim eligible status Staff must document in the file the reason third-party was not available.

2D. Verification of Disability

Disability of a family member may affect rent calculation in two ways:

- 1) If the head or co-head, or spouse is a person with disabilities, the family qualifies as a “disabled household” eligible for the elderly/disabled household deduction.
- 2) If any household member is a person with disabilities, the family may qualify for a deduction of medical expenses.

HUD EIV (Level 6)	RHE verifies disability status of family members through EIV when EIV reports that an individual is disabled AND receives payment of disability benefits. RHE will determine if the participant is an SSI recipient: and/or RHE will determine if the client receives SS and is under 62. If either of these conditions applies, and the EIV indicates the participant is disabled, EIV is sufficient verification of disability.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	RHE requires original, unaltered documents. SSA notice or benefit letter/ printout from the participant. The participant may contact SSA at 1-800-772-1213, visit the local SSA office, or request letter online at www.ssa.gov by clicking “already receiving benefits.”
Written Third-party (Level 3)	Use the Verification of Disability Form to document that the participant meets the HUD definition of a person with disabilities. RHE sends the form directly to a qualified professional having knowledge of the person’s disability, who can verify the participant’s status.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Tenant and in file. Staff must document in the file the reason third-party was not available.
Tenant Declaration (Level 1)	Not Applicable – RHE will not accept a tenant declaration for Verification of Disability

2E. Verification of Family Composition: Custody, Adoption, Foster Care, Expected Child	
HUD EIV (Level 6)	Not Applicable
Upfront – Non- HUD System (Level 5)	Not Available
Written Third- party Documents (Level 4)	Custody • Court documents or other legal/official agreements demonstrating custody. Shared Custody • If custody documents show shared custody, one of the following documents must be provided: ○ IRS returns that show which parent claimed the child as a dependent. ○ School records showing where the child goes to school. This can help determine custody. ○ Documents such as court or custody papers. ○ Family Services Agency documents. Adoption • Documents from State or local government entity that has placed the individual in foster care. • Printout of payments received from funding agency.
Written Third- party (Level 3)	Verification of Foster Care/Adoption
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.
Tenant Declaration (Level 1)	Expected Child • A tenant declaration is accepted as verification for an expected child. Adoption, Custody, Foster Care. • RHE will accept tenant declaration if Level 4 documents cannot be provided. Staff must document in the file the reason third-party was not available. • If a parent of a minor is not a member of the household and the minor(s) was in the household at the time of admission or at least as far back as can be determined, guardianship documents will not be required.

2F. Verification of Student Status

Student status may affect eligibility and rent in several ways:

1. A college student who is under 24 years of age, is not a veteran, is not married, does not have a dependent child is not eligible to receive voucher assistance.
2. A family member other than the head, co-head or spouse who is a full-time student qualifies as a dependent
3. For both full and part-time students, staff must determine whether student financial aid in excess of tuition must be counted as income. (Different rules apply to different types of students).

HUD EIV
(Level 6)

Not Applicable

Upfront – Non-
HUD System
(Level 5)

Not Applicable

Written Third-
party Documents
(Level 4)

Student Status

- Original documents created by the educational institution that confirm the individual is a student and whether the student is full or part time (as defined by the institution).

Financial Aid

- Original documents created by the educational institution that specify any financial aid provided. Amounts in excess of tuition must be specified. Loans are not counted as financial aid.

Written Third-
party
(Level 3)

Utilize Verification Form to be sent to the educational institution

Oral Third-party
(Level 2)

If source does not respond to written request within 10 days of written request.

- Telephone or in-person contact with third-party source.
- RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.

Staff must document in the file the reason third-party was not available.

Tenant
Declaration
(Level 1)

If the educational institution is unable to confirm student status, a tenant declaration may be acceptable for the period IF level 4 documentation has been provided that shows the tenant has enrolled in school.

Section 3. Deductions
3A. Dependent Deduction
A household member who is not the head, co-head, or spouse, AND who is under the age of 18 or older who is a person with disabilities or a full-time student is a dependent.
• Verification of Age - See page 18 • Verification of Full Time Student Status – See page 24 • Verification of Disability – See page 21
3B. Elderly Household deduction
If the head, co-head, or spouse is 62 or older OR a person with disabilities, the household qualifies for the Elderly/Disabled Household deduction
• Verification of Age – See page 18 • Verification of Disability – See page 21

3C. Verification of Child Care Expenses

Reasonable childcare expenses for a child 12 or younger, that enables a family member to work, look for work, or go to school may be deducted. The deduction cannot exceed the amount earned. Therefore, to consider childcare RHE must verify:

1. That childcare expenses were incurred.
2. The individual enabled to work, look for work, or go to school actually does so.
3. Reasonableness of the expense.

HUD EIV (Level 6)	Not Applicable
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	Child Care Expenses • Written verification from person who provides care indicating amount of payment, hours of care, names of children, and frequency of payment. • Written documentation generated by a third-party to verify the reason for childcare. For example: ○ Verification of employment for the person enabled to work (if employed is claimed). ○ Verification of student status for the person enabled to go to school (if going to school is claimed). ○ Verification from and employment agency of the time the person is devoting to searching for work (if looking for work is claimed).
Written Third- party (Level 3)	Verification of Child Care Expense Form
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Staff must document in the file the reason third-party was not available.
Tenant Declaration (Level 1)	For verification of “looking for work” a statement that indicates efforts to seek employment and the amount of time spent looking. (It is unlikely that someone who is unemployed and looking for work can justify 8 hours a day for childcare.)

3D. Verification of Medical Expenses

For households in which the head, co-head or spouse is 62 or older or a person with disabilities, medical expenses that exceed 3% of the annual income may be deducted. RHE must verify:

1. The status of the family as an elderly or disabled household
2. The amount of medical expenses
3. If a client does not receive SSDI, RHE may do a 3rd party verification to determine disability status or the client may submit a reasonable accommodation request to be considered a disabled person or household.

Verification of Age	See Page 18
Verification of Disability	See Page 21
Verification of Medical Expenses	
HUD EIV (Level 6)	Not Applicable
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	• Documents generated by provider of medical service or expense ○ E.g. Print out from pharmacy • Paid receipts for ongoing medical expenses
Written Third-party (Level 3)	Verification of Expense form submitted to provider.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Staff must document in the file the reason third-party was not available.

Tenant Declaration (Level 1)	Use only if no other form of verification is available. • If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration. • Statement of transportation expenses directly related to medical treatment, if there is no other source of verification can be accepted. • For claims of mileage as a medical expense, go to http://irs.gov to verify
	current mileage allowance. To verify miles/distances traveled between home and appointment, staff may use http://maps.yahoo.com. Staff must document in the file the reason third-party was not available.

3E. Verification of Disability Assistance Expenses

Reasonable costs for the care of a disabled person and/or auxiliary apparatus that enables a family member to work or go to school may be deducted. RHE must verify:

1. The individual meets the definition of a disabled person.
2. The cost for the care or apparatus is reasonable and actually incurred.
3. The designated person actually works or goes to school.

Verification of Disability	See Page 21
Verification of Employment	See Page 4
Verification of Student Status	See page 24
HUD EIV (Level 6)	Not Applicable
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	Care Expenses • Written verification from care attendant (or paid receipts) stating amount received, frequency of payments, hours cared; AND • Written certification from doctor or rehabilitation agency that care is necessary to enable employment of household member; AND • In cases where the disabled person is employed, a statement from the employer that the apparatus is necessary for employment.
Written Third-party (Level 3)	• Verification of Disability form • Verification of Expenses/Costs form submitted to provided
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. • Telephone or in-person contact with third-party source. • RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Staff must document in the file the reason third-party was not available.
Tenant Declaration	Use only if no other form of verification is available.

(Level 1)	Staff must document in the file the reason third-party was not available.

APPENDIX B – RHE MTW Supplement



FY23 Moving To Work Supplement

**ROCKVILLE HOUSING
ENTERPRISES**

October 2022

Rockville Housing Enterprises

FY23 Moving to Work Supplement

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A.	PHA Information.
A.1	PHA Name: Rockville Housing Enterprises PHA Code: MD007 MTW Supplement for PHA Fiscal Year Beginning: (MM/DD/YYYY): 10/01/2022 PHA Program Type: Public Housing (PH) only Housing Choice Voucher (HCV) only X Combined MTW Cohort Number: 1 MTW Supplement Submission Type: X Annual Submission Amended Annual Submission
B.	Narrative.
B.1	MTW Supplement Narrative. Rockville Housing Enterprises (RHE) is situated in Rockville, Maryland. It was established in 1956 as the City of Rockville's public housing agency to provide affordable housing opportunities. RHE administers both the Public Housing and Housing Choice Voucher (HCV) programs as well as affordable housing options to all eligible households regardless of race, color, religion, sex, physical or mental handicap, familial status, national origin, or other protected class. RHE is dedicated to being an effective and innovative agency that enhances opportunities for self-sufficiency and provides quality affordable housing for the citizens of Rockville. The vision of RHE' Moving to Work (MTW) Program is to increase the self-sufficiency of its clients through addressing mental health impediments and removing barriers that discourage income increases, while achieving the highest level of internal operating efficiency.

RHE ACTIVITY 1

Alternative Recertification Schedule For Households (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The reduction in the frequency of recertifications provides an employment incentive for workable families to not be subject to a rent increase when their income improves due to self-sufficiency successes. Triennial recertifications will be conducted for all "workable" families" (non-elderly and non-disabled) and all "non-workable families" (elderly and disabled). Annual recertifications will remain for non-wage-earning workable families, families claiming zero income, and families making less than the minimum rent income level. Interim recertifications will be limited to one interim per calendar year and will be processed at the request of the household. If the interim is for a decrease in income, only income decreases of 10% or more will be processed. Interim decreases will be limited to one during a calendar year and no interim decreases during the first six months after initial occupancy. Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications. Family Self-Sufficiency program participants may be exempt from the limit on interim for the purposes of reporting income increases.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes

Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Minimum Rent 2. Stepped Rent Graduated Total Tenant Payment 3. Landlord Incentive: Alternative Beginning Lease Term
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

3.a., 3.b. - Alternative Reexamination Schedule for Households (PH & HCV)	Answer
What is the recertification schedule?	Once every three years
How many interim recertifications per year may a household request?	1
Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.	Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications.

FY23 RHE Impact Analysis Activity 1

Alternative Recertification Schedule

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Public Housing

RHE processes an average of 103 public housing recertifications annually. The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 62 each year; a decrease of 41 annual recertification actions or 60%. The estimated per action cost for public housing actions is \$689 per action. The estimated annual cost savings is estimated to be \$28,249.

Housing Choice Voucher

RHE processes an average of 552 HCV recertifications annually including portability (port-ins). The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 223 each year; a decrease of 329 annual recertification actions or 68%. The estimated per action cost for HCV actions is \$213 per action. The estimated annual cost savings is estimated to be \$70,077.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

The alternative recertification schedule will have a positive impact on the affordability of housing costs. Families with increases in earned income will not be obligated to report that increase for three years. A family will be able to utilize their increased income for other purposes, not just towards an increase in their tenant rent portion; the tenant rent will remain stable for a longer period of time. Also, families that experience a decrease in income or an increase in expenses more than once, in a twelve-month period, will be able to apply for a hardship exception to adjust for the loss of income. This policy has no impact on the contract rent, in which a family's tenant rent is based.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

This waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the termination rate of families. RHE has yet to terminate a family for failure to comply with the recertification process if the family submits the required documentation.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Objective - Cost Effectiveness

This waiver will decrease the administrative costs associated with processing annual and interim recertifications

MTW Statutory Objective – Self Sufficiency

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

It is anticipated that this waiver will increase the number of hardship requests for an additional interim recertifications. Currently, there are no limits on the number of income related interim recertifications a family can request.

Under the HCV Program, an average of 327 interims are completed annually, of which 112 or 34% represent more than one interim for a family processed within a 12-month period. That data represents 47 individual families that have requested more than one interim in a 12 month period which is approximately 9% of all families processed annually. Further program data reveals the following:

- 35 families had 2 interims within a 12 month period
- 8 families had 3 interims within a 12 month period
- 2 families had 4 interims within a 12 month period
- 2 families had 5 interims within a 12 month period

Under the Public Housing Program, an average of 57 interims are completed annually, of which 26 or 46% represent more than one interim for a family processed within a 12-month period. That data represents 10 individual families that have requested more than one interim in a 12 month period which is approximately 10% of all families that are recertified annually. Further program data reveals the following:

- 7 families had 2 interims within a 12 month period
- 3 families had 4 interims within a 12 month period

Based on the data presented, it is anticipated the hardship requests will likely be requested by the small percentage of families that submit the majority of interim requests. It is anticipated that 75% of the hardship requests will be approved and 25% of the request will be denied.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver is implemented based on income reviews, in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes. Although elderly and disabled participants are a protected class, this waiver will not have a negative effect on them.

RHE ACTIVITY 2

Self-Certification of Assets (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The asset self-certification threshold will be increased from \$5,000 to \$50,000. This will reduce the regulatory burden on both families and staff to allow a greater focus on people and not paperwork.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

3.c., 3.d. - Self-Certification of Assets (PH & HCV)	Input options and instructions
Please state the dollar threshold for the self-certification of assets.	\$50,000

RHE ACTIVITY 3

Eliminate Earned Income Disregard (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will eliminate the Earned Income Disregard. This will increase operational efficiencies by reducing the time it takes to administratively process the EID. Currently, the EID allows individuals who go from not working in the previous 12 months, to working, to gradually phase in the income counted toward their rental calculation over a period of 2 years. The EID is an opportunity for clients that gain earned income, that did not previously have earned income to experience the benefit of increased income without that income increase being utilized for rent immediately; however, due to cumbersome regulations, the cost to continue offering this exclusion far outweigh the benefits. Families will benefit from an increase in income without an immediate increase in rent.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: 1. Non-elderly, non-disabled families 2. Disabled families (to the extent those families are not exempt via a reasonable accommodation)
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No

Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will eliminate the Earned Income Disregard.

RHE ACTIVITY 4

Minimum Rent (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	To incentivize families to maintain employment, become accustomed to paying rent that is akin to what non-subsidized families pay, decrease program expenses, and increase self-sufficiency, RHE will increase the minimum rent from \$50 to \$130 for "workable families."
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Alternative Recertification Schedule 2. Stepped Rent Graduated Total Tenant Payment 3. Landlord Incentive: Alternative Beginning Lease Term
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.e., 1.f. - Minimum Rent (PH & HCV)	Input options and instructions
How much is the minimum rent or minimum Total Tenant Payment (TTP)?	\$ 130 minimum rent

FY23 RHE Impact Analysis Activity 4

Minimum Rent

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Public Housing

There are currently approximately 20 workable families in the Public Housing Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$1,600.

Housing Choice Voucher

There are currently approximately 45 workable families in the Voucher Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$3,600.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

Public Housing

Program rules dictate a family must pay the higher of the tenant-based rent or the minimum rent. Currently there are 20 public housing families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the Public Housing Program by 160%.

Housing Choice Voucher

Program rules dictate a family must pay the higher of 30% of adjusted income or 10% of gross income and never less than the minimum rent. Currently there are 45 HCV families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the HCV Program by 160%.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

This waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the termination rate of families.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Objective - Cost Effectiveness

This waiver will increase the cost effectiveness of both the Public Housing and HVC Programs. The amount of tenant rent collected in the Public Housing Program will increase and the amount of HAP paid under the HCV program will decrease. These funds will be available to fund self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets.

MTW Statutory Objective – Self Sufficiency

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

It is anticipated that the rate of hardship requests will increase regarding minimum rent waivers for both the Public Housing and HCV Programs. Historically RHE has only received one request to waive the minimum rent in the last seven years. It is expected that the majority, 90%, of initial minimum rent waiver requests will be approved.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver is implemented based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

RHE ACTIVITY 5

Initial Rent Burden (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the maximum family rent share, which is currently 40% of adjusted monthly income. The initial rent burden will increase not to exceed 50% of the family's monthly income. This will increase housing choices and lessen workable families' dependence on Federal subsidy.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Self-Sufficiency Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Cost Neutral
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE's FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

I.o. - Initial Rent Burden (HCV)	Input options and instructions
If the MTW agency plans to implement a new maximum income-based rent percentage (higher than 40% of adjusted monthly income), what is that maximum?	60%

FY23 RHE Impact Analysis Activity 5

Initial Rent Burden

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Approximately two percent, roughly 10 HCV families, pay more than 40% of their income towards their rent. RHE does not anticipate many families will choose this option due to the increase in tenant rent the family is likely to experience. Approximately one and one half percent, roughly seven HCV families, pay between 31% and 39% of their income towards their rent. These seven families would be best positioned to take advantage of this waiver and not experience an increase in tenant rent that is unaffordable.

This waiver will have a little impact on the Agency's financials. The majority of families that pay above 40% of their income toward rent are also have gross rents above the payment standard. Current program rules do not allow HAP to be paid for expenses above the Payment Standard; therefore, any additional increases in rent to be paid would be borne by the family.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This waiver may increase a family's rent burden, which may have a negative effect on housing affordability; however, this waiver is completely optional for the family.

3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

The waiver will not affect the waiting list.

4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This waiver will not affect the agency's termination rate of families.

5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

MTW Statutory Goal – Self-Sufficiency

This waiver will increase self-sufficiency by allowing families to pay more of their income towards their housing costs which is in line with the open rental market.

MTW Statutory Goal – Housing Choice

This waiver will increase housing choices as families are able to choose from a broader pool of available units.

7. Impact on the agency's ability to meet the MTW statutory requirements

This waiver will enable RHE to meet both the statutory objectives of Housing Choice and Self-Sufficiency.

8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity

RHE does not anticipate this waiver will result in hardship requests as this is voluntary on the part of the HCV participant.

9. Across the other factors above, the impact on protected classes (and any associated disparate impact)

This waiver is based on client choice in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

RHE ACTIVITY 6

Modify Income Exclusion for Full Time Students (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase self-sufficiency opportunities by giving an allowance for money spent directly on educational expenses. RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.).
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Cost Neutral
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.).

RHE ACTIVITY 7

Rent Reasonableness – Third-Party Requirement (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will remove the requirement to have a third-party perform rent reasonableness determinations on Project Based Voucher units owned, managed, or controlled by RHE.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No. At the Department's request, RHE must obtain the services of a third-party entity to determine rent reasonableness for PHA-owned units.
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

2.d. - Rent Reasonableness – Third-Party Requirement (HCV)	
Please explain or upload a description of the quality assurance method.	RHE will ensure quality by making the new method visible, reviewing the policies used in developing the data, providing documentation, consulting with experts and users (if and when needed), and by keeping users informed about corrections and revisions.
Please explain or upload a description of the rent reasonableness determination method.	The rent reasonableness process involves utilizing the on-line search engine to identify at least 3 similar units and documenting the reasonableness of the rent compared to the similar units found. This process is the standard method RHE uses for all voucher rent reasonableness tests. The standard rent reasonableness process would not change.

RHE ACTIVITY 8

Housing Quality Standards -Third-Party Requirement (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will remove the requirement to have a third-party perform HQS inspections on Project Based Voucher units owned, managed, or controlled by RHE. Participants are able to request an interim inspection. HQS inspection standards, as stated 24 CFR 982.401, will not be altered in any way, shape, or form. At the request of HUD, RHE will obtain the services of a third-party entity to determine if RHE-owned units pass HQS.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

5.c. - Third-Party Requirement (HCV)	Input options and instructions
Please explain or upload a description of the quality assurance method.	The quality control/assurance methodology that will be used for RHE performed HQS inspections, on RHE owned units, will be to have a third-party contractor conduct the quality control inspections on those units. The quality control inspection size will be based on the SEMAP quality control sample size requirement.

RHE ACTIVITY 9

Increase PBV Program Cap (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the cap on the number of vouchers that can be project-based from 20% not to exceed 50%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue RHE estimates the revenue will increase due to the ability to leverage financing on project-based units. The more project-based voucher units there are the more financing leverage will be available.
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

9.a. - Increase PBV Program Cap (HCV)	Input options and instructions
What percentage of total authorized HCV units will be authorized for project-basing?	Up to 50%

RHE ACTIVITY 10

Increase PBV Project Cap (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the cap on the percentage of project-based vouchers that can be project based in a building or project from 25% to 100%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue RHE estimates the revenue will increase due to the ability to leverage financing on project based units. The more PBV units there are the more financing leverage will be available.
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 11

Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will eliminate the selection process in the award of Project Based Vouchers to properties owned by RHE that are not public housing without engaging in an initiative to improve, develop, or replace a public housing property on site.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decrease expenditures This will decrease the administrative burden associated with the RFP process
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 12

Increase PBV HAP Contract Length (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the length of the term of a Project Based Contract up to 50 years including extensions subject to appropriations and the end of the MTW Authorization. This will allow RHE to have an initial contract year of 15 to 20 years with renewal options.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increase revenue The ability to leverage PBV units for a longer period of time will allow for more financing to be leveraged
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 13

Limit Portability for PBV Units (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will waive the requirement to provide a tenant-based voucher at 12 months when requested by a Project Based Voucher household. RHE will require Project Based Voucher households to remain in place for 24 months prior to being eligible to receive an available tenant-based voucher.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For HCV activities: The MTW activity applies to specific tenant-based unitsand/or properties with project-based vouchers RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Onlyupload impact analysis once when said impact analysis applies tomultiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

RHE ACTIVITY 14

Housing Development Programs (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will utilize block grant funding to acquire, renovate, and/or build affordable units for low-income families that are not public housing units. Activities would be inclusive of, but not limited to, construction financing, gap financing, funding of reserves, and guarantees for non-public housing authority development of affordable housing. Development or investment in other affordable housing will include a variety of funding sources to include, but not limited to, project-based vouchers, Low Income Housing Tax Credits (LIHTC), federally insured loans, and state and local funding. Ownership structures are expected to vary depending on the deal structure.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Neutral (no cost implications) This activity will initially be a cost neutral activity as funding is shifted from one activity to another. However, the shift to development activities will allow RHE to leverage additional funding which will ultimately lead to increased revenue.
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

17.c. Housing Development Programs

For each LNT housing development that the MTW agency will commit funds to or spend funds on in this Fiscal Year, in Table 17.c.1 below please add the name of the development to one column heading and then provide the requested information, including the MTW agency role (Acquisition, Rehabilitation, or New Construction), the type of MTW agency financing (Gap Financing, Tax Credit Partnership, Other), and the total number of affordable units in the development. If possible, please provide a breakdown of the number of affordable units by level of affordability.

Housing Development Programs that the MTW Agency plans to commit Funds to in Fiscal Year [autofill upcoming year]

Question	David Scull Courts/Scattered Sites MD00700000 1 (see attached address listings)			
MTW Role: Acquisition, Rehabilitation, New Construction?	PH to PBV Conversion/Rehab			
Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Gap, funding for capital repairs			
Number of Affordable Units	105			
Total Number of Units	105			
Number of Units by Affordability				
• 80% of AMI	12			
• 60% of AMI	22			
• 30% of AMI	71			
• Other				

Housing Development Programs that the MTW Agency plans to spend funds on in the Fiscal Year [autofill upcoming year]

Rockville Housing Enterprises

PH Units - David Scull Scattered Site

David Scull - Public Housing	
1200 First Street	Rockville, MD 20850
1202 First Street	Rockville, MD 20850
1204 First Street	Rockville, MD 20850
1206 First Street	Rockville, MD 20850
1208 First Street	Rockville, MD 20850
1210 First Street	Rockville, MD 20850
1212 First Street	Rockville, MD 20850
1214 First Street	Rockville, MD 20850
1216 First Street	Rockville, MD 20850
1218 First Street	Rockville, MD 20850
1220 First Street	Rockville, MD 20850
1222 First Street	Rockville, MD 20850
1224 First Street	Rockville, MD 20850
1226 First Street	Rockville, MD 20850
1228 First Street	Rockville, MD 20850
1230 First Street	Rockville, MD 20850
1232 First Street	Rockville, MD 20850
1234 First Street	Rockville, MD 20850
1236 First Street	Rockville, MD 20850
1238 First Street	Rockville, MD 20850
1240 First Street	Rockville, MD 20850
1242 First Street	Rockville, MD 20850
1244 First Street	Rockville, MD 20850
1246 First Street	Rockville, MD 20850
1248 First Street	Rockville, MD 20850
1250 First Street	Rockville, MD 20850
1252 First Street	Rockville, MD 20850
1254 First Street	Rockville, MD 20850
1256 First Street	Rockville, MD 20850
1258 First Street	Rockville, MD 20850
1260 First Street	Rockville, MD 20850
1262 First Street	Rockville, MD 20850
1264 First Street	Rockville, MD 20850
1266 First Street	Rockville, MD 20850
1268 First Street	Rockville, MD 20850
1270 First Street	Rockville, MD 20850
1272 First Street	Rockville, MD 20850
1274 First Street	Rockville, MD 20850
1276 First Street	Rockville, MD 20850
1278 First Street	Rockville, MD 20850
1280 First Street	Rockville, MD 20850
1282 First Street	Rockville, MD 20850
1284 First Street	Rockville, MD 20850
1286 First Street	Rockville, MD 20850
1288 First Street	Rockville, MD 20850
1290 First Street	Rockville, MD 20850
1292 First Street	Rockville, MD 20850

Rockville Housing Enterprises

PH Units - David Scull Scattered Site

1294 First Street	Rockville, MD 20850
1296 First Street	Rockville, MD 20850
1298 First Street	Rockville, MD 20850
1300 First Street	Rockville, MD 20850
1302 First Street	Rockville, MD 20850
1304 First Street	Rockville, MD 20850
1306 First Street	Rockville, MD 20850
1308 First Street	Rockville, MD 20850
1310 First Street	Rockville, MD 20850
1312 First Street	Rockville, MD 20850
1314 First Street	Rockville, MD 20850
1316 First Street	Rockville, MD 20850
1318 First Street	Rockville, MD 20850
1320 First Street	Rockville, MD 20850
1322 First Street	Rockville, MD 20850
1301 First Street	Rockville, MD 20850
1303 First Street	Rockville, MD 20850
1305 First Street	Rockville, MD 20850
1307 First Street	Rockville, MD 20850
1309 First Street	Rockville, MD 20850
1311 First Street	Rockville, MD 20850
1313 First Street	Rockville, MD 20850
1315 First Street	Rockville, MD 20850
1317 First Street	Rockville, MD 20850
1319 First Street	Rockville, MD 20850
1321 First Street	Rockville, MD 20850
1323 First Street	Rockville, MD 20850
1325 First Street	Rockville, MD 20850
1327 First Street	Rockville, MD 20850
Public Housing Scattered Sites	
202 Horners Ln	Rockville, MD 20850
506 Crabb Ave	Rockville, MD 20850
609 Crabb Ave	Rockville, MD 20850
328 Lincoln Ave	Rockville, MD 20850
339 Howard Ave	Rockville, MD 20850
501 Pinewood Rd	Rockville, MD 20850
512 Pinewood Rd	Rockville, MD 20850
512 Woodston Rd	Rockville, MD 20850
618 Burgundy Dr	Rockville, MD 20850
608 Longwood Dr	Rockville, MD 20850
726 Grandin Ave	Rockville, MD 20850
615 N. Stonestreet Ave	Rockville, MD 20850
914 N. Stonestreet Ave	Rockville, MD 20850
330 Beall Ave	Rockville, MD 20850
205 N. Van Buren St	Rockville, MD 20850
226 N. Van Buren St	Rockville, MD 20850
507 Bickford Ave	Rockville, MD 20850

Rockville Housing Enterprises

PH Units - David Scull Scattered Site

509 Bickford Ave	Rockville, MD 20850
102 North St	Rockville, MD 20850
609 W. Lynfield Dr	Rockville, MD 20850
1309 Gladstone Dr	Rockville, MD 20851
1807 McAuliffe Dr	Rockville, MD 20851
1633 Lewis Ave	Rockville, MD 20851
1305 Clagett Dr	Rockville, MD 20851
1208 Parrish Dr	Rockville, MD 20851
1211 Highwood Rd	Rockville, MD 20851
1106 Broadwood Dr	Rockville, MD 20851
1620 Burris Rd	Rockville, MD 20851
13303 Midway Ave	Rockville, MD 20851

RHE ACTIVITY 15

Graduated Total Tenant Payment (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase client graduation from both the public housing and HCV programs and eliminate subsidy dependence by initiating a graduated total tenant payment (TTP) for workable families. The TTP will increase by the greater of the increase in TTP based on the increase in household income or 5% each year for families on annual recertifications schedules and 10% for families with triennial recertification schedules.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Minimum Rent 2. Alternative Recertification Schedule For Households 3. Landlord Incentive: Alternative Beginning Lease Term
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.c., 1.d. - Stepped Rent (PH & HCV)	Input options and instructions
Upload a document that presents the stepped rent schedule in the form of a table.	
If a household progresses all the way through the stepped rent schedule, what will their status be?	X They will no longer receive a subsidy ____ They will continue to receive a shallow subsidy
	____ Other\Not Applicable. [If checked]: Please explain

ROCKVILLE HOUSING ENTERPRISES
Public Housing & HCV
Graduated Total Tenant Payment Schedule
(Stepped Rent)

Residency Year	Able-Bodied Households (Triennial Recertifications)	Able-Bodied Households with Zero Income & making less than the Minimum Rent Income Level (Annual Recertifications)
Year 1	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 2		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 3		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 4	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 5		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 6		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 7	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 8		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 9		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
Year 10	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.

FY23 RHE Impact Analysis Activity 15

Graduated Total Tenant Payment

1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

Public Housing Program Impact

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in three income bands: families below 50% AMI, families between 80% and 50% AMI, and families above 80% AMI.

PH Workable Families Below 50% AMI

Approximately 66% or 51 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$277. A 5% increase in the TTP will result in an average increase of \$3 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$15 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$3. The estimated aggregate increase in tenant rent collected from workable families below 50% of the AMI over the 10-year period is \$373.

PH Workable Families Between 50% and 80% AMI

Approximately 24% or 19 workable families have incomes between 50% and 80% of the AMI. The average monthly tenant rent for these families is \$900. A 5% increase in the TTP will result in an average increase of \$2 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$5 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$13. The estimated aggregate increase in tenant rent collected from workable families between 50% and 80% AMI over the 10-year period is \$1,478.

PH Workable Families Above 80% AMI

Approximately 10% or 8 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,560. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$9 a month. In years 7 - 10, the average monthly tenant rent increase is estimated to be \$23. The estimated aggregate increase in tenant rent collected from workable families above 80% of the AMI over the 10-year period is \$2,562.

The overall combined projected increase in tenant rent collected from all workable families over the 10-year period is \$4,413.

Housing Choice Voucher Program Impact

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in two income bands: families below 50% AMI and families above 80% AMI. There were not a significant number of families between 50% and 80% of the AMI; therefore, those few families were absorbed into the other income categories for this data analysis.

HCV Workable Families Below 50% AMI

Approximately 74% or 57 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$313. A 5% increase in the TTP will result in an average increase of \$1 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$2 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$5. The estimated aggregate increase in tenant rent paid by workable families below 50% of the AMI over the 10-year period is \$514.

HCV Workable Families Above 80% AMI

Approximately 26% or 20 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,392. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$7 a month. In years 7 -10, the average monthly tenant rent increase is estimated to be \$21. The estimated aggregate increase in tenant rent paid by workable families above 80% of the AMI over the 10-year period is \$2,286.

The overall combined projected increase in tenant rent paid by all workable families over the 10 year period is \$2,800. It is estimated the HAP costs will decrease by \$2,800.

2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This waiver will have a minimal impact on a family's ability to afford their housing costs. The increase in tenant rent is minimal resulting in an annual increase of less than \$5 for the first 5 years.

- 3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**
The waiver will not affect waiting list.
- 4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**
This waiver will not affect the agency's termination rate of families.
- 5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**
This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.
- 6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**
MTW Statutory Goal - Cost Effectiveness
This waiver will increase the amount of available funds to support self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets by \$7,213 over a ten year period.

MTW Statutory Goal – Self Sufficiency
This waiver will create an environment that is comparable to that of market rate rentals, wherein tenants are subject to annual rent increases regardless of their income status.
- 7. Impact on the agency's ability to meet the MTW statutory requirements**
This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.
- 8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**
RHE anticipates this waiver will increase the rate of hardship requests. The number of requests granted will likely increase as well.
- 9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**
This waiver is based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

RHE ACTIVITY 16

Lump Sum & Sporadic Income Inclusion (Public Housing & HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	To further prepare RHE residents and participants for program graduation, RHE will now include lump sum and sporadic income for all household members in the rent calculation. Social security, military, and disability lump sum payments are excluded.
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increase revenue Decrease expenditures
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: Non-elderly, non-disabled families
Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV. For PH activities: Does the MTW activity apply to all public housing developments? For HCV activities: Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	For PH activities: The MTW activity applies to all developments For HCV activities: 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will include lump sum and sporadic income for all household members in the rent calculation. Social security, military, and disability lump sum payments are excluded.

RHE ACTIVITY 17

Landlord Incentive: Alternative Beginning Lease Term (HCV)

Core Question/Comment	Answer
Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE is requesting this Agency-Specific Waiver (ASW) to incentivize landlords to continue leasing to their tenants, that are already in place, when they receive a Housing Choice Voucher (HCV) and other similarly situated circumstances where a lease has been executed prior to the commencement of a HAP contract. Instead of the HAP contract starting on the first day of the initial lease term, as required in the HAP contract, the term may start on the first day the unit has passed HQS inspection or the date of execution of the tenancy addendum, whichever is later. The HAP contract takes effect when the owner and tenant execute the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS). Per the OMB-approved MTW Rider to the HAP Contract form, MTW agencies may request HUD approval to waive certain requirements pertaining to the HAP contract in certain instances. RHE has found that some landlords are refusing to participate in the HCV program when un-assisted tenants already in the unit receive a voucher and seek to lease in place using their newly issued voucher. This is due to having to create a new lease and the time involved. This is causing undo anguish and anxiety to tenants who wish to remain in their unit. To help tenants in these situations and to incentivize landlords to participate in the HCV program, RHE is utilizing the MTW Rider to the HAP Contract form that provides the flexibility to change the terms set forth in the HAP contract. RHE proposes utilizing its MTW flexibility, through this ASW, to have the HAP contract term commence on the first day of the initial lease term OR the HAP contract term may commence on the first day the unit passes HQS inspection or the date of execution of the tenancy addendum, whichever is later. The HAP contract takes effect when the owner and tenant execute the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS). The dwelling lease, between the landlord and tenant, and the HAP Tenancy Addendum are still required. The MTW Rider states: Pursuant to the Public Housing Agency's (PHA) participation in the MTW demonstration, the PHA may establish Section 8 HCV or PBV policies or requirements that differ from statutory requirements for both programs contained in the U.S. Housing Act of 1937, the relevant, regulatory requirements, and applicable Public and Indian Housing Notices. This ASW in no way allows for a HAP contract to be executed prior to a HQS inspection. Line 7. Initial Housing Assistance Payment of the Housing Assistance Payment (HAP) contract states, "The HAP contract term commences on the first day of the initial lease term." RHE would like the term to commence either on the first day of the initial lease term, or the term may start on the first day the unit has passed HQS inspection or the date of execution of the tenancy addendum, whichever is later. Some of the local challenges RHE is experiencing should be mitigated by the use of this ASW, including: ▪ Any situation where a client leases in place. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i> ▪ A client may move into a unit prior to HQS or other necessary PHA approvals due to a rental rate discount being given by the landlord for moving in early. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i>

	- A client may move in prior to HQS or other necessary PHA approvals by mistake because they may have intellectual capacity issues and may not have understood the HCV process. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i> - A client may be homeless or has some other housing emergency and must move in prior to HQS or other necessary approvals to secure the unit. <i>The HAP contract term commences on the first day the unit passes HQS inspection and the execution of the tenancy addendum (or the latter of the tenancy addendum and the unit passing HQS, if the unit has not yet passed HQS at the time of the tenancy addendum).</i>
MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?	Housing choice
Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Neutral
Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
Family Types. Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
Location. Depending on if responses are being provided for a PH or HCV activity, the agency will either see questions applicable to PH or HCV.	For HCV activities: - The MTW activity applies to all tenant-based units - The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	Yes
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes - Alternative Recertification Schedule - Minimum Rent - Stepped Rent Graduated Total Tenant Payment
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A
Statute or Regulation Waived	24 CFR 982.451(a)(2) and 24 CFR 982.305(c)

FY23 RHE Impact Analysis Activity 17
Landlord Incentive: Alternative Beginning Lease Term

- 1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**
Although this waiver is based on a MTW Rider to the HAP contract, it will not impact the agency's finances.
- 2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**
This waiver will not impact the affordability of housing costs for affected families.
- 3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**
The waiver will not affect the waiting list.
- 4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**
This waiver will not affect the agency's termination rate of families.
- 5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**
This waiver will not affect the agency's current utilization rate in the HCV program.
- 6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**
MTW Statutory Goal – Housing Choice
This waiver will assist in maintaining and even increasing the pool of qualified landlords in the HCV program, thereby increasing housing choices for RHE participants.
- 7. Impact on the agency's ability to meet the MTW statutory requirements**
This waiver will enable RHE to meet the statutory objective of Housing Choice.
- 8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**
This waiver will not result in additional hardship requests.
- 9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**
This waiver does not affect any protected class and is therefore not applicable.

D.	Safe Harbor Waivers.
D.1	Safe Harbor Waivers seeking HUD Approval: The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement. Will the MTW agency submit request for approval of a Safe Harbor Waiver this year? ☒ No
E.	Agency-Specific Waivers.
E.1	Agency-Specific Waivers for HUD Approval: The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I. In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable. For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement. Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year? ☒ Yes
E.2	Agency-Specific Waiver(s) for which HUD Approval has been Received: For each previously approved Agency-Specific Waiver(s), a set of questions will populate. Does the MTW agency have any approved Agency-Specific Waivers? ☒ No.

F.	Public Housing Operating Subsidy Grant Reporting.			
F.1	Please provide the public housing Operating Subsidy grant information in the table below for Operating Subsidy grants appropriated in each Federal Fiscal Year the PHA is designated an MTW PHA.			
Federal Fiscal Year (FFY)	Total Operating Subsidy Authorized Amount	How Much PHA Disbursed by the 9/30 Reporting Period	Remaining Not Yet Disbursed	Deadline
2021	\$673,465	\$673,465	\$0	9/30/2029
2022	\$601,089	\$264,187	\$333,902	9/30/2030
2023	\$	\$	\$	9/30/2031
G.	MTW Statutory Requirements.			
G.1	75% Very Low Income – Local, Non-Traditional. HUD will verify compliance with the statutory requirement that at least 75% of the households assisted by the MTW agency are very low-income for MTW public housing units and MTW HCVs through HUD systems. The MTW PHA must provide data for the actual families housed upon admission during the PHA's most recently completed Fiscal Year for its Local, Non-Traditional program households.			

Income Level	Number of Local, Non-Traditional Households Admitted in the Fiscal Year*
80%-50% Area Median Income	48
49%-30% Area Median Income	78
Below 30% Area Median Income	77
Total Local, Non-Traditional Households	203

*Local, non-traditional income data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

G.2	Establishing Reasonable Rent Policy.	
Question	Input options and instructions	
Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?	Yes. RHE is introducing a minimum rent requirement and stepped rent for workable families, eliminating Earned Income Disallowance, modifying income exclusions for full-time students, and increasing the initial rent burden of HCV participants through the FY22 MTW Supplement, which has been approved by HUD. Additional, RHE will include lump sums and sporadic income in the calculation of rent and offer term-limited assistance for workable families through the FY23 MTW Supplement. All waivers will be implemented at the beginning of the fiscal year	

		once the FY23 has been approved by HUD.
G.3	Substantially the Same (STS) – Local, Non-Traditional.	
Questions		Input options and instructions
Please provide the total number of unit months that families were housed in a local, non-traditional rental subsidy for the prior full calendar year.		0 unit months
Please provide the total number of unit months that families were housed in a local, non-traditional housing development program for the prior full calendar year.		2,436 unit months
How many units, developed under the local, non-traditional housing development activity, were available for occupancy during the prior full calendar year (by bedroom size)?		Please include only those units that serve households at or below 80% of AMI in the table provided. 203

PROPERTY NAME/ADDRESS	0/1 BR	2 BR	3 BR	4 BR	5 BR	6+ BR	TOTAL UNITS	POPULATION TYPE*	# of Section 504 Accessible (Mobility)**	# of Section 504 Accessible (Hearing/Vision)	Was this Property Made Available for Initial Occupancy during the Prior Full Calendar Year?	What was the Total Amount of MTW Funds Invested into the Property?
RELP One LP – Scattered Sites	5	37	11	0	0	0	53	General	0	0	No	N/A
219 Jay Drive B Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
722 Garden View Way G, Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
229 CorkTree Ln. Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
343 Falls Grove Apt. B, Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
Fireside Park Apts. 701 Monroe St. Rockville, MD 2050	57	78	11	0	0	0	146	General	0	0	No	N/A
	62	119	22	0	0	0	203		0	0		

G.4	Comparable Mix (by Family Size) – Local, Non-Traditional.
In order to demonstrate that the MTW statutory requirement of “maintaining a comparable mix of families (by family size) are served, as would have been provided had the amounts not been used under the demonstration” is being achieved, the MTW agency will provide information for its most recently completed Fiscal Year in the following table. Local, non-traditional family size data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.	

Family Size:	Occupied Number of Local, Non-Traditional units by Household Size
1 Person	78
2 Person	68
3 Person	30
4 Person	20
5 Person	6
6+ Person	1
Totals	203

G.5	Housing Quality Standards.	
	Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program. The public housing program is monitored through physical inspections performed by the Real Estate Assessment Center (REAC).	
H.	Public Comments.	
H.1		Input options and instructions
	Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.	
	Please attach a narrative describing the MTW agency's analysis of the comments and any decisions made based on these comments.	
	If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver?	Yes
	If yes, please attach the comments received along with the MTW agency's description of how comments were considered.	
I	Evaluations.	
I.1	Please list any ongoing and completed evaluations of the MTW agency's MTW policies, that the PHA is aware of, including the information requested in the table below. In the box "title and short description," please write the title of the evaluation and a brief description of the focus of the evaluation.	
Question		Input options and instructions
Does the PHA have an agency-sponsored evaluation?		No

Table I.1 – Evaluations of MTW Policies

Title and short description	Evaluator name and contact information	Time period	Reports available
J	MTW Certifications of Compliance.		
J.1	The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD. Certification is provided below.		

Rockville Housing Enterprises

PUBLIC NOTICE

MTW Supplement Annual Plan FY2023

Rockville Housing Enterprises (RHE) is providing a forty-five (45) day notice to residents and the public for RHE's proposed MTW Supplement Annual Plan FY2023.

Copies of the MTW Supplement Annual Plan FY 2023 can be viewed at RHE office exterior lobby located at 1300 Piccard Dr. Suite 203 Rockville, MD 20850 during the hours of 9:30 am and 4:00 pm. and on the RHE Website www.rockvillehe.org starting August 15, 2022.

A public hearing will be held on the plan on Wednesday, October 5, 2022

Please email any written comments by 5:00 p.m. on October 19, 2022.

Please submit comments to:

tdyson@rockvillehe.org

**Rockville Housing Enterprises
FY2023 Annual Plan MTW Supplement
Public Comment Period**

Additional Comments Received

The following additional comments were received by RHE Board Members regarding the proposed MTW Supplement submission:

Commissioner Duffy: I don't agree with the term limits. The rents in Rockville are too high. Let revisit this at a later date.

Commissioner Marr: I agree with Commissioner Duffy. I don't like term limits.

Commissioner Kaplowitz: What about the families on the waiting list who never get served?

RHE Board decided not to move forward with implementing program term limits. This waiver will not be submitted.

**Rockville Housing Enterprises
FY2023 Annual Plan MTW Supplement
RHE Resident Advisory Board Meeting**

Date: September 20, 2022

Via: Zoom

Attendees:

Torlynn Dorsey
Evelyn Garcia
Aaliyah Suliaman
Janice Johnson
Bakisha Pringle

The RHE Resident Advisory Board was given a copy of RHE' FY23 Annual Plan and the FY23 MTW Supplement to the Annual Plan.

There were no comments.

MTW 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 MTW Supplement to the Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chairperson or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the MTW Supplement to the Annual PHA Plan for the MTW PHA Fiscal Year beginning (10/01/2022), hereinafter referred to as "the MTW Supplement", 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 MTW Supplement and implementation thereof:

- (1) The PHA made the proposed MTW Supplement and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the MTW Supplement and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board(s) or tenant associations, as applicable) before approval of the MTW Supplement by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the annual MTW Supplement.
- (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 MTW Supplement in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) all regulations implementing these authorities; and other applicable Federal, State, and local civil rights laws.
- (5) The MTW Supplement 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 MTW Supplement contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the MTW PHA's jurisdiction and a description of the manner in which the MTW Supplement is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing, which means that it will: (i) take meaningful actions to further the goals identified by the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150-5.180 and 903.15; (ii) take no action that is materially inconsistent with its obligation to affirmatively further fair housing; and (iii) address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3) and 903.15(d). Note: Until the PHA is required to submit an AFH, and that AFH has been accepted by HUD, the PHA must follow the certification requirements of 24 CFR 903.7(o) in effect prior to August 17, 2015. Under these requirements, the PHA will be considered in compliance with the certification requirements of 24 CFR 903.7(o)(1)-(3) and 903.15(d) if it: (i) examines its programs or proposed programs; (ii) identifies any impediments to fair housing choice within those programs; (iii) addresses those impediments in a reasonable fashion in view of the resources available; (iv) works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and (v) maintains records reflecting these analyses and actions.
- (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 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identity, or marital status and 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 135.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (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.
- (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 200.333-200.337 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 200.
- (21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of housing quality standards as required in PIH Notice 2011-45, or successor notice, for any local, non-traditional program units. The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982, for any Housing Choice Voucher units under administration.
- (22) The MTW PHA will undertake only activities and programs covered by the Moving to Work Operations Notice in a manner consistent with its MTW Supplement and will utilize covered grant funds only for activities that are approvable under the Moving to Work Operations Notice and included in its MTW Supplement. MTW Waivers activities being implemented by the agency must fall within the safe harbors outlined in Appendix I of the Moving to Work Operations Notice and/or HUD approved Agency-Specific or Safe Harbor Waivers.
- (23) All attachments to the MTW Supplement have been and will continue to be available at all times and all locations that the MTW Supplement is available for public inspection. All required supporting documents have been made available for public inspection along with the MTW Supplement 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 MTW Supplement and will continue to be made available at least at the primary business office of the MTW PHA.

Rockville Housing Enterprises

MTW PHA NAME

MD007

MTW PHA NUMBER/HA CODE

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

Dr. James Hedrick Ph.D.

NAME OF AUTHORIZED OFFICIAL

Chairman

TITLE

James Hedrick

SIGNATURE

10/26/2022

DATE

* *Must be signed by either the Chairperson 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 Chairperson or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

RESOLUTION NO.: 2022-13

**APPROVAL AND AUTHORIZATION TO SUBMIT THE ROCKVILLE HOUSING ENTERPRISES’
FY2023 MOVING TO WORK SUPPLEMENT TO THE ANNUAL RHE PLAN
COVERING THE PERIOD OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023,
TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, Rockville Housing Enterprises’ (RHE) mission is to be an effective and innovative agency dedicated to enhancing opportunities for self-sufficiency and providing quality affordable housing for the citizens of the City of Rockville, and

WHEREAS, the Moving to Work (MTW) demonstration program supports Rockville Housing Enterprises’ mission and Rockville Housing Enterprises has been designated as a MTW agency, and

WHEREAS, Rockville Housing Enterprises has prepared its FY2023 MTW Supplement to the Annual RHE Plan covering the period October 1, 2022, through September 30, 2023, and

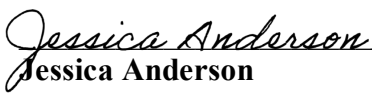
WHEREAS, the Rockville Housing Enterprises updated its Housing Choice Voucher Administrative Plan and Public Housing Admissions and Continued Occupancy Policy (ACOP) to reflect policy changes made in the FY2023 MTW Supplement, and

WHEREAS, the MTW Supplement, Administrative Plan, and ACOP were available for public comment for at least forty-five (45) days, and there were no less than fifteen (15) days between the public hearing and the approval of the MTW Supplement by the Board of Commissioners in order to incorporate any public comments into the MTW Supplement, and

WHEREAS, Rockville Housing Enterprises received twelve (12) public comments and three (3) public agency-specific waiver comments about the program design, and

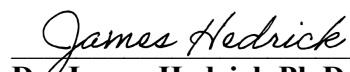
WHEREAS, Rockville Housing Enterprises’ FY2023 MTW Supplement to the Annual RHE Plan is incorporated by reference into this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Rockville Housing Enterprises approves and authorizes the Executive Director to submit the Rockville Housing Enterprises’ FY2023 MTW Supplement to the Annual RHE Plan to the U. S. Department of Housing and Urban Development and authorizes the Executive Director to execute all necessary agreements and to make changes that are not substantial.



Jessica Anderson
Executive Director

October 26, 2022
DATE



Dr. James Hedrick Ph.D.
Chairman

APPENDIX A – MTW Activity Organizer

FY23 RHE MTW Supplement Activity Organizer

RHE Activity #	MTW Waiver	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
1. Tenant Rent Policies						
15	c. & d. Stepped Rent - Graduated Total Tenant Payment (PH & HCV)	X	X	X	X	X
4	e. f. Minimum Rent (PH & HCV)	X	X	X	X	X
5	o. Initial Rent Burden (HCV)	X	X	X	X	
3	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Exclude EID</i>	X	X			
6	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Exclude specific income for full-time students</i>	X	X			
16	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Include lump sums and sporadic income</i>	X	X			
2. Payment Standards and Rent Reasonableness						
7	d. Rent Reasonableness - Third-Party Requirement (HCV)	X	X			
3. Reexaminations						
1	a. & b. Alternative Reexamination Schedule for Households (PH & HCV)	X	X	X	X	X
2	c. & d. Self-Certification of Assets (PH & HCV)	X	X	X		
5. Housing Quality Standards (HQS)						
8	c. Third-Party Requirement (HCV)	X	X			
9. Project-Based Voucher Program Flexibilities						
9	a. Increase PBV Program Cap (HCV)	X	X	X		
10	b. Increase PBV Project Cap (HCV)	X		X		
11	c. Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)	X				
12	f. Increase PBV HAP Contract Length (HCV)	X		X		
13	h. Limit Portability for PBV Units (HCV)	X				
17. Local, Non-Traditional Activities						
14	c. Housing Development Programs	X	X	X		

FY23 RHE Agency Specific Waiver

RHE Activity #	Agency Specific Waiver	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
17	Landlord Incentive: Alternative Beginning Lease Term – HCV	X			X	X

APPENDIX B – Hardship Policy

ROCKVILLE HOUSING ENTERPRISES HARDSHIP POLICY

RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

Applicable Family Situations

Qualifying hardships include the following:

1. The family has experienced a decrease in income because of changed circumstances including,
 - a. Involuntary loss or reduction of employment
 - b. Death in the family
 - c. Involuntary reduction in or loss of earnings or other assistance
2. The family has experienced an increase in expenses because of changed circumstances, for
 - a. Medical costs that exceed 25% or more of the family's current expense
 - b. Childcare costs that exceed 25% or more of the family's current expense
 - c. Involuntary loss of transportation, such as a serious car accident
 - d. Education
 - e. Similar items
 - f. Such other situations and factors determined by RHE to be appropriate.

Process for Agency Review and Determination

When a client requests a hardship exemption from an MTW activity RHE will take the following actions:

1. Suspend the MTW activity beginning the next month after the request until the agency has determined if the request is warranted.
2. Determine whether a hardship exists within a reasonable time after the family request and whether it is temporary or long term.
3. RHE will not evict the family during the 90-day period beginning the month following the family's request for a hardship exemption.
4. If it is determined that a financial or other hardship exists and is **TEMPORARY**, RHE will continue providing an exemption from the MTW activity at a reasonable level for up to 90 days. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement, on terms and conditions established by RHE for the amount of back rent owed by the family.
5. If it is determined that a financial or other hardship exists and is **LONG-TERM**, RHE will continue providing an exemption from the MTW activity at a reasonable level for a specified duration determined by RHE. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement on terms and conditions established by RHE for the amount of back rent owed by the family.
6. If it is determined that a financial or other hardship request did not meet hardship standards, the client must resume the MTW activity and collect any retroactive rent, if applicable, through a reasonable repayment agreement.

Resident Notification

RHE will notify families of its Hardship Policy through its Administrative Plan, Admissions and Continued Occupancy Policy (ACOP), at intake, at recertification, and when a family is to be terminated due to an MTW activity.

Grievance Procedure

If a family's hardship request is denied, the family is permitted to go before the Hearing Officer for a second review.

Reasonable Accommodations

RHE will address persons with handicaps requesting a reasonable accommodation under 24 CFR part 8 through RHE's Reasonable Accommodations Policy and procedures.

Record Keeping

RHE will keep clear records for hardship requests and determinations for three (3) years. These records are available for public review and inspection at RHE's principal office during normal business hours and supplied to HUD if requested.

APPENDIX C – Modified Escrow Saving Schedule

Modified Escrow Saving Schedule

Education and Training Completion of:	Frequency	Incentive
Training/Certificate Program	one-time	\$300
GED	one-time	\$400
Associates Degree	one-time	\$500
Bachelor's Degree	one-time	\$800
Master's Degree	one-time	\$1000

Employment:	Frequency	Incentive
Obtain new employment	one-time	\$250
Employment retention for 12 months	One-time per year	\$500

Participation:	Frequency	Incentive
Annual face to face progress meetings	one-time per year	\$250
Successful completion of the program	one-time	\$1000

Financial Literacy:	Frequency	Incentive
Financial Coaching/Classes	one-time per year	\$250
Improve credit score	one-time	varies
Open and maintain checking and savings	one-time	\$200
Increase savings goals by at least \$500	one-time	varies

Homeownership/Unsubsidized:	Frequency	Incentive
First Time Homeownership Class	one-time	\$250
Work with Homeownership Coordinator	one-time	\$250
Purchase Home	one-time	\$2500
Transition off of subsidy	one-time	\$1500

RHE will apply the escrow credits at the time of completion for the following completions:
Completion of training/certificate program;
Completion of GED
Completion of Associates, Bachelors, or Master's Degree;
Obtaining new employment

Escrow pay points is double the amount of the number of points for credit increase in 50 points intervals. 25-point increase = \$25, 50-point increase = \$50, 75-point increase = \$75.
Employment retention for 12 consecutive months;
Attend all required face to face progress meetings;
Participate in financial literacy classes; and/or
Purchase home or transition off of subsidy

RHE will apply escrow credits upon successful completion of the program for the following escrow pay points:

Successful completion of the FSS program;

Improve credit score;

Open and maintain a checking and savings account;

Increase personal savings by at least \$50;

Participate in homeownership preparation activities; and

Transition off of subsidy.

Escrow pay points maybe applied retroactively, with the exception of those escrow pay points that are only applied upon successful completion of the program. For example: if a participant earns an bachelors degree in June, but does not have an annual face to face progress report meeting and supply the supporting documentation of completion of the goal until later in the year, the escrow accrual pay point may still be applied to the account. However, the interest on the account will not be applied retroactively.

The following chart shows the escrow pay point and verification of supporting documentation needed in order to apply the escrow credit.

Category	Goal	Amount	Frequency	Supporting Documentation
Education/ Training	Completion of training/certificate/ certification program	\$300	One-time	Certificate, certification or transcript
Education/ Training	GED	\$400	One-time	Diploma or transcript
Education/ Training	Associates	\$500	One-time	Diploma or transcript
Education/ Training	Bachelors	\$800	One-time	Diploma or transcript
Education/ Training	Masters	\$1000	One-time	Diploma or transcript
Employment	Obtain New Employment	\$250	One-time	One or more of the following: --RHE Employment verification form. -Employer offer letter on company letter head
Employment	Employment Retention for 12 months	\$500	One-per year	One or more of the following: --RHE Employment verification form. -Employer offer letter on company letter head. -Self-employment tax forms
Participation	Completion of annual face to face progress meeting	\$250	One-time per year	RHE one-on-one meeting verification.
Participation	Successful completion of the FSS program	\$1000	One-time	Graduation Certificate
Financial Literacy	Participate in financial classes, coaching, and education	\$250	One-time per year	One or more of the following: -Certificate of completion -Coaching session verification

Category	Goal	Amount	Frequency	Supporting Documentation
Financial Literacy	Improve credit score	varies	One-time	Initial credit report and follow up credit report from the same 12 interval period and follow up 90 days before graduation
Financial Literacy	Open and maintain checking and savings accounts	\$200	One-time	Bank statements
Financial Literacy	Increase personal savings by \$500	varies	One-time	Bank statement
Homeownership/Unsubsidized	First time homeownership class	\$250	One-time	Certification of completion
Homeownership/Unsubsidized	Work with Homeownership Coordinator	\$250	One-time	Verification from Homeownership coordinator
Homeownership/Unsubsidized	Purchase Home	\$2500	One-time	Closing Disclosure Settlement statement
Homeownership/Unsubsidized	Transition off of subsidy	\$1500	One-time	\$0 HAP or EOP

Transition current participants/successfully completing program 2021

Participants successfully completing the FSS program in 2021 will remain on the current FSS program model and upon completion will receive escrow payout based on the calculations of the current model.

Transition current participants continuing in the FSS program after 2021 and beyond

Participants will transition to the new escrow schedule pay point model for the remainder of their contract.

Participants that accrued savings through December 2020, will remain in their accounts and upon successful completion of the program will be paid out in combination with the escrow savings accrual under the new model.

Participants that have not accrued through December 2020, will accrue a savings based on the new model for the remainder of their contract.

Transition New FSS participants

All new participants will accrue escrow through the new savings model.

All current participants will be required to sign an amendment to their current contract outlining how the new FSS escrow savings model

APPENDIX C – RHE MTW Hardship Policy

ROCKVILLE HOUSING ENTERPRISES HARDSHIP POLICY

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6. If it is determined that a financial or other hardship request did not meet hardship standards, the client must resume the MTW activity and collect any retroactive rent, if applicable, through a reasonable repayment agreement.

Resident Notification

RHE will notify families of its Hardship Policy through its Administrative Plan, Admissions and Continued Occupancy Policy (ACOP), at intake, at recertification, and when a family is to be terminated due to an MTW activity.

Grievance Procedure

If a family's hardship request is denied, the family is permitted to go before the Hearing Officer for a second review.

Reasonable Accommodations

RHE will address persons with handicaps requesting a reasonable accommodation under 24 CFR part 8 through RHE's Reasonable Accommodations Policy and procedures.

Record Keeping

RHE will keep clear records for hardship requests and determinations for three (3) years. These records are available for public review and inspection at RHE's principal office during normal business hours and supplied to HUD if requested.

APPENDIX D – RHE Lease

ROCKVILLE HOUSING ENTERPRISES

This Lease is made this March 25th, 2021 by and between **Rockville Housing Enterprises (RHE)**, the Housing Authority of the City of Rockville, Maryland, hereinafter referred to as the "Landlord," and Resident, hereinafter jointly and severally called the "Resident."

I. IDENTIFICATION OF THE PARTIES AND PREMISES:

The Landlord leases the dwelling unit containing 2 bedroom(s) located at Address, Rockville, Maryland 20851 (the "Premises") under the terms and conditions set forth within this Lease. The Resident accepts this Lease and all conditions and provisions herein, and agrees to occupy the above-described Premises exclusively as a private residence solely for the Resident and (his/her) household member(s).

HOUSEHOLD MEMBERS	RELATION TO HEAD
Resident	Self
Family Member	Son
Family Member	Daughter

The Premises shall be occupied solely by the Resident and members of the Household listed above.

Each adult resident listed above shall be jointly and severally responsible to the Landlord for full performance under each and every covenant and condition of this Lease and for compliance with applicable law.

The Landlord has relied upon the representations of the Resident as to his/her employment, income, family composition, and other information listed on the Housing Application and other representations pertinent to the Resident's eligibility, in entering into this Lease. **Any false or misleading statements furnished by the Resident to the Landlord for the purpose of obtaining eligibility for this Lease shall be deemed a material violation of this Lease, and the Landlord shall have the right to terminate this Lease upon proper notice.**

II. LEASE TERM: The first term of this lease shall commence on April 2, 2021 and end April 30, 2022. This Lease shall be automatically renewed for successive terms of one month with each term commencing to run on the 1st day of each month. Landlord may not renew the Lease at the time of the annual reexamination if the Resident has violated the requirement for Resident performance of community service or participation in an economic self-sufficiency program or if the resident has breached other provisions of this Lease.

II. PAYMENTS DUE UNDER THE LEASE: The prorated rent starting on the day which this Lease begins to the end of the first month shall be One Thousand Fifty-Six and 57/100 Dollars (\$1,056.57) payable in advance the first day of occupancy. Thereafter, rent shall be payable in advance in the amount of One Thousand Ninety Three and 00/100 (\$1,093.00) a month or at such amount as determined in accordance with regulations of the United States Department of Housing and Urban Development (HUD). Any change in rent shall be sent by first class mail to the resident or hand-delivered to the resident's address.

_____ Rent is based on Landlord's determined flat rent for the Premises ("flat rent").

_____ Rent is based on the income and other information reported by the Resident ("formula based").

Resident may change rent calculation methods at any Recertification. If Resident has chosen the flat rent option,

Resident may request a reexamination and change to the formula-based method at any time if the family's income has decreased, on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the Resident that would be alleviated by a change.

Payment of Resident Rent. Rent may be hand-delivered or mailed directly to Landlord Central Office. **Rent is due and payable the first day of each month without demand, deduction or set-off in the form of personal check or money order (cash is not accepted) and shall remain in effect until adjusted in accordance with the provisions of this Lease.** If a reasonable accommodation on where to pay rent is needed, other arrangements may be made. Landlord will give a written receipt for all money orders paid by Resident, or upon Resident's request for a receipt. If a personal check is returned for insufficient funds within the first six (6) months of occupancy, a cashier's check, certified check or money order for rent is required for the remainder of the tenancy. If a personal check is returned for insufficient funds twice within any twelve (12) month period, a cashier's check, certified check or money order is required for the remainder of tenancy. Residents are responsible for any RHE incurred bank charges for returned checks. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge, a *Twenty Dollar (\$20.00)* returned check fee will be charged to Resident. If resident fails to make payment by 5:00 p.m. on the tenth (10th) day of the month, a late notice will be issued to the Resident and a five percent (5%) late charge on the resident rent assessed to cover the added administrative costs associated with a late rent payment. Payments received after the tenth (10th) must include the late fee. Partial payments will be applied to the late fee first. Payment of the late fee does not constitute a waiver of Resident's obligation to pay rent on the 1st of each month. If Resident is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship with verification of the hardship. No payment by Resident or receipt by Landlord of a lesser amount than the Monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. The covenant to pay rent is independent of all other covenants herein. The failure to pay rent at the time specified will constitute a default and the Landlord may use any remedy afforded by the Lease and/or applicable laws as a consequence thereof. Failure to pay rent and late charges as specified herein will constitute a material default under the Lease. In the event of such a default, the Landlord may file a Landlord's complaint in the District Court for failure to pay rent and repossession of rented property.

Attorney's Fees and Costs. In the event Landlord obtains the services of an attorney, and court action is instituted in connection with any breach of Lease by the Resident, the Resident agrees to pay reasonable attorney's fees and other costs, including court costs, if the court enters a judgment in favor of the Landlord. If attorney's fees are awarded in a failure to pay rent action, however, the attorney's fees are not part of the Resident's Rent and need not be paid to redeem the Premises. If the Resident is the prevailing party, and costs or attorney's fees are awarded by the Court to Resident, the Landlord shall be obligated to pay same.

Cost for Maintenance and Repair. Costs for maintenance or repair, beyond normal wear and tear, shall be charged to the Resident as specified in the *Schedule of Work Order Charges*. Residents shall receive a copy of the *Schedule of Work Order Charges* at initial Lease-up. Payments for such charges are due and collectible no sooner than two (2) weeks after the charges are incurred and are considered additional rent. The charges will appear on the Resident's Rent Statement. The *Schedule of Work Order Charges* is posted in the Landlord's administrative office and is subject to change during the term of this Lease following the proper notification to residents. Residents must report known items for repair within 48 hours of noticing the deficiency. Maintenance costs related to non-reported items may result in the tenant being charged for the repair or the associated utility bill affected by the non-reported maintenance item. Non reported maintenance items that may result in a utility bill charge back may include but not be limited to leaky faucets, running toilets, leaks from pipes that are evident due to pooling water.

Additional Rent. All aforementioned charges for late fees, returned check fees, attorney's fees and court costs as ordered by the court, maintenance charges and excess utility charges shall be charged as additional rent. Failure by the Resident to pay such charges shall be deemed by Landlord to be a material breach of Lease.

Security Deposit Terms and Receipt. The Resident will pay a security deposit equal to the Total Resident Payment

(TTP), which is thirty percent (30%) of the monthly-adjusted income as defined by HUD regulations or \$300.00, whichever is greater. The Resident has paid the amount of **Three Hundred Seventy-Five and 00/100 Dollars (\$375.00)** to Landlord as a Security Deposit. With the approval of Landlord, the Security Deposit may be made in three payments- one third in advance, one third with their second rent payment and one third with their third rent payment. Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit. The Security Deposit shall be deposited within thirty (30) days after receipt of said funds in a federally insured financial institution within Maryland in an account devoted exclusively to security deposits or in insured certificates of deposit, or in securities issued by the federal government or the State of Maryland. Within forty-five (45) days after the end of the tenancy, the Landlord shall return the Security Deposit to Resident, together with simple interest which shall accrue in accordance with state law, less any damages rightfully withheld. Interest shall accrue at six (6) month intervals from the day Resident gives Landlord said deposit. Interest shall not be compounded. Interest is payable only on a Security Deposit of Fifty Dollars (\$50.00), or more.

Resident shall have the right to have the Premises inspected by the Landlord in their presence for the purpose of making a written list of damages that exist at the commencement of the Lease if Resident so requests by *Certified Mail* within fifteen (15) days of Resident's occupancy.

Resident shall have the right to be present when the Landlord inspects the Premises at the end of the tenancy to determine if any damage was done to the Premises if Resident notifies the Landlord by *Certified Mail* at least fifteen (15) days prior to the date of Resident's intention to move, the date of moving, and Resident's new address. The Landlord shall conduct the inspection within five (5) days before or after Resident's stated date of intended moving.

The Resident shall have the right to receive, by *First Class Mail*, delivered to the last known address of Resident, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within forty-five (45) days after the termination of the Lease. The Landlord shall return any unused portion of the Security Deposit, by *First Class Mail*, addressed to Resident's last known address within forty-five (45) days after the termination of the Lease.

The failure of the Landlord to comply with the Security Deposit, law may result in the Landlord being liable to Resident for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees. Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which Landlord returns the Security Deposit. Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet the Resident to discuss the charges.

Resident's obligations under the Lease may not end when the Resident ceases to occupy the Premises. Repairs required may be so substantial or of such a nature that work cannot be completed in the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Resident for expenses incurred to repair damages to the Premises.

Pet Deposit. If approved for a pet under the Pet Policy, Resident will pay a pet deposit of Three Hundred Dollars (\$300.00) for a cat or dog and Fifty Dollars (\$50.00) for a gerbil, guinea pig, bird, hamster or an aquarium of fish. **One (1) pet per household.**

IV. OCCUPANCY: The Resident shall use the Premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of Landlord. **The Resident shall not permit any persons other than those listed in Paragraph I above and children under one (1) year of age which are born into the household or legally adopted during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of Landlord. Residents may not permit persons not identified as household members on the Lease to use the unit address to receive mail, to operate a business or to conduct any illegal activity. If Landlord has reason to suspect that persons not listed as household members are residing in the unit, it reserves the right to require the resident to attend a case conference and to provide verification of the**

residence of the person(s) suspected to be staying in the unit.

With the written permission of Landlord, the Resident may incidentally use the Premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the Premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the Leased unit by the members of the household authorized to reside in the unit in accordance with the Lease, including reasonable accommodation of the Resident's guests.

Resident agrees to give Landlord notice in writing when Premises are to be vacant two (2) weeks or more.

V. CONDITION OF DWELLING: By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the *Move-in Unit Inspection Report*. This report, signed by both the Resident and Landlord, is attached to this Lease. Landlord shall deliver the Premises in a clean, safe and sanitary condition, free of rodents and vermin, and in compliance with applicable law.

At time of move-out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection. Resident shall return the Premises in "good order and condition, and "broom-clean".

VI. UTILITIES/APPLIANCES:

- a. The Landlord/Resident agree to pay/provide the following utilities/appliances. The Landlord shall not be liable for the failure to provide service if beyond its control:

Utility / Service	Resident Responsibility	Landlord Responsibility
Water and Sewer	X	
Electricity	X	
Gas (Heat & HW)	X	
Trash Pick-up		X
Range/Refrigerator		X
Washer and Dryer	X	
Dishwasher		

- b. For each of the preceding-identified utilities for which the Resident is responsible, Resident agrees to provide the Landlord with the final bill and receipt for payment of same immediately after vacating the Premises. The Landlord may not release the Security Deposit until the above are received or the Landlord may deduct any outstanding sum due from the Security Deposit as damages due to breach of Lease.
- c. The Resident agrees to furnish heat to the Premises when necessary and agrees to maintain sufficient heat to prevent freezing of water pipes. If, for any reason, Resident is unable to maintain sufficient heat, he/she shall immediately notify the Landlord.
- d. The Resident shall be charged for any damages resulting from his/her failure to maintain sufficient heat, or to notify the Landlord of such failure. The Resident also agrees that if, for any reason, he/she is unable to make utility payments, and he/she receives a final notice advising him/her that any of the preceding utilities will be disconnected, he/she will notify the Landlord at once. Failure to maintain utilities shall constitute breach of this Lease for which the Landlord may seek termination.
- e. The Landlord will pay for reasonable amounts of the utilities it is responsible for as indicated above. The Utility Allowance Schedule for Landlord Paid Utilities and the Schedule of Excess Utility Charges to Resident are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance

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revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

VII. RENT RE-EXAMINATIONS: Each year, by the date specified by Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, Landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve-month period following hire for Residents whose income has increased because of the employment of a household member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by the State TANF program within the last six (6) months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their Recertification.

In cases where annual income cannot be projected for a twelve (12) month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord may base rent on the previous year's income.

In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstance have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying formula-based rent may meet with the Landlord to discuss any change in rent resulting from the Recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request an informal hearing in accordance with the Landlord's grievance procedures. Rent will be set at the Fair Market Rent for residents who fail to comply with the recertification requirements; and the Landlord may terminate the lease for non-compliance with HUD recertification requirements

Interim Rent Adjustments. Families are required to report changes that may affect the rent amount in between regular re-examinations. If the family's rent is determined under the formula method, the change(s) will trigger an interim reexamination. During an interim reexamination, only the information affected by the change will be verified. The rent will increase the first day of the second month following the start date of the increase in income. If the family fails to report the change as required, the rent will be re-calculated retroactively. **Families are required to report the following changes to Rockville Housing Enterprises between regular reexaminations within ten (10) days of their occurrence:**

- a. **Child has been added to the family through natural birth, or legal court awarded custody;**
- b. **A deletion of a family member from the household;**
- c. **Any increase in income either earned or unearned from all household members including but not limited to the following:**
 - i. **A household member who previously had no income now receives income;**
 - ii. **A household member who previously received no employment income now receives employment income;**
 - iii. **A household member who previously received no government benefits now receives government benefits;**
 - iv. **A household member who previously received government benefits now receives employment income; and**
 - v. **A household member who previously received no child support now receives child support.**

Residents may, but are not required to report the following between the regular re-examination:

- a. Handicapped assistance expenses, which enable a family member to work;
- b. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by

- insurance; and
- c. Childcare expenses.

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

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a Resident that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with the program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease. Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall state the new amount the Resident is required to pay, and the effective date of the new rental amount.

a. **Rent Decreases:** In order to process a decrease in income, the resident must complete an *Interim Change Form*, which is available at the administrative office at 1300 Piccard Dr., Suite 203; Rockville MD 20850, and attach third party written documentation (such as a letter from the employer or a denial of benefits). The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month following the month that the Resident completes the Interim Change Form and attaches documentation.

b. **Rent Increases:** Families must report any increase in income or change in family size that would affect a rent increase within ten (10) days of the occurrence. Resident must complete an *Interim Change Form*, and provide written third-party documentation. If reported as required, families will receive at least thirty (30) days notice of any increase. If the family does not report or supply sufficient documentation or in any way causes a delay, the rent increase will be effective on the day it would have been effective had the process not been delayed (even if this means a retroactive increase).

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

Resident Obligation to Repay. If Resident pays a formula-based rent, Resident shall reimburse Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review; or
- c. Resident is not required to reimburse Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

VIII. OBLIGATIONS OF RESIDENT:

The Resident Agrees:

- a. not to assign the Lease or to sublease the dwelling unit, or transfer possession or occupancy thereof to any other person without the Landlord's prior written consent;
- b. not to provide accommodations for boarders or lodgers;
- c. to use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified in the Lease; and not to use or permit its use for any other purpose;

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- d. to abide by reasonable regulations promulgated by the Landlord for the benefit and well-being of the housing project and the residents which shall be posted in the project office and incorporated by reference in the Lease;
- e. to comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety;
- f. to keep the dwelling unit and other areas assigned for the Resident's exclusive use in a clean and safe condition, including mowing lawns and clearing walks and steps;
- g. to dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner;
- h. to use only in a reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances, including all appliances, fixtures and equipment and only for the purposes for which they are intended;
- i. to refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project;
- j. to pay reasonable charges for the repair of damages other than normal wear and tear to the Premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and do so within thirty (30) days after the receipt of the Landlord's itemized statement of the repair charges. The Schedule of Work Order Charges is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred;
- k. to act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent; safe and sanitary condition;
- l. to allow other residents' peaceful enjoyment of their accommodations and to be conducive to maintaining the development in a decent; safe and sanitary condition;
- m. to assure that no resident, member of the resident's household, or guest engages in: 1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Landlord's public housing Premises by other residents or employees of Landlord, or any drug related activity on or off the Premises; 2) to assure that no other person under the resident's control engages in: a) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents; or any drug related criminal activity on the Premises; and 3) to assure that no member of the household engages in an abuse or pattern of abuse of alcohol that effects the health, safety, or right to peaceful enjoyment of the Premises by other residents;
- n. not to litter the grounds or common areas of the property;
- o. not to undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- p. to give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- q. not to park unregistered, broken-down, untagged, or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- r. to remove garbage and other waste from the dwelling unit in a clean and safe manner and in the proper receptacle;
- s. to furnish his/her electric light bulbs;
- t. to allow regularly scheduled extermination treatments;
- u. not to allow any gasoline or other combustible materials to be kept on the Premises, or permit or do anything which could contravene or increase the rate of fire insurance upon the Premises;
- v. not to have illegal weapons, illegal guns or illegal firearms on the premises;
- w. to notify the Landlord if a known trespasser is seen on the resident's Premises. Residents are prohibited from allowing a known banned person in the resident's unit;
- x. to not allow any type of animal or pet on the premises, even to visit, unless pre-approved under the Pet Policy
- y. to comply with all Landlord policies contained in the Admissions and Continued Occupancy Policy, including but not limited to the Pet Policy, Community Services Requirements, House Rules, Transfer Policy, and Inspection Standards.

VIX. OBLIGATIONS OF LANDLORD:

- a. to maintain the Premises and the property in decent and safe condition, free of rodents and vermin, and in compliance with all laws;
- b. to comply with requirements of applicable building code, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations; and Chapter 5 "Buildings and Building Regulations, Articles V, "Building Code", VII "Electric Code "X" Mechanical Code", and XII "Property Maintenance Code", Chapter 9 "Fire Safety"; Chapter 18 "Rental Facilities and Landlord-Tenant Relations", Chapter 25 "Zoning ordinance" of the Rockville City Code as an express warranty of habitability and covenant to repair;
- c. to make necessary repairs to the Premises;
- d. to keep property buildings, facilities and common areas, not otherwise assigned to the Resident in a clean and safe condition;
- e. to maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- f. to provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the Premises by the Resident;
- g. to supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by the installation within the exclusive control of the Resident and supplied by a direct utility connection;
- h. to keep a copy of any required license for the Premises in Landlord's Central Office for inspection.

X. POSSESSION

If on the date of this Lease, another person is occupying the Premises and the Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Resident's right of possession hereunder shall be postponed until the Premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. The Resident, on written notice to the Landlord before possession is delivered, may terminate, cancel and rescind the Lease, in which event the Landlord will return the Security Deposit and any rent paid by the Resident within fifteen (15) days after Landlord's receipt of said notice.

XI. LIABILITY OF LANDLORD

It is expressly understood and agreed by and between Landlord and Resident that under no circumstances or conditions whatsoever shall Landlord be liable for any damage or injury to Resident or to any other person or persons, or to their property, effects, or equipment which may occur on or about the Premises at any time, or from any cause whatsoever, except for acts caused by negligence of, or violation of applicable law, by the Landlord, its agents, servants or employees.

If the Premises is partially damaged by fire or other cause, and is not the fault or neglect of the Resident, household members, or guests, the damage shall be repaired by and at the expense of the Landlord and the rent adjusted until such repairs shall be made. If the Premises are rendered wholly uninhabitable by fire or other cause, and the Landlord shall decide not to rebuild same, or if the building shall be so damaged that the Landlord shall decide to demolish it or to rebuild it, then or in any or such events the Landlord may, at its option, give the Resident notice in writing of such decision. Thereupon, the tenancy shall cease upon payment proportionately to the date of fire or unavoidable accident. In neither case shall there be any liability on the part of the Landlord to Resident, his/her successors or assigns, covering or in respect to any period during which the occupation of the Premises by Resident may not be possible. If not the fault or neglect of the Resident, household member or guests, the Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

The Landlord shall be under no liability to Resident due to any discontinuance of heat, hot or cold water, air conditioning, or for the discontinuance of any other service caused by accidents, breakage or strikes or from any

accident or damage caused by the handling of electric wires or lights by the Resident. The Landlord shall not be liable for loss or damage to property of the Resident caused by buffalo moths, termites, or other vermin, or by rain, snow, water or steam that may leak into or flow from any part of the Premises through any defects in the roof or plumbing or from any other source whatsoever, unless caused by negligence of the Landlord, its agents, or employees. The Resident agrees to assume responsibility of defending at his/her expense, any claim which may be made against the Landlord by any person claiming the right to be in the Premises through or under the Resident, for any injury, loss or damage to person or property from any cause whatsoever, unless caused by negligence of the Landlord, its agents or employees, in the event of which negligence, the Landlord agrees to reimburse Resident for any damages so sustained.

The Landlord assumes no responsibility or liability for the loss or damage to any automobile while parked on Landlord property. If automobile parking spaces are provided by the Landlord, the number of spaces are subject to limitation by the Landlord. Automobile spaces shall not be used for the parking or storage of boats, trucks, or trailers, or for the storage of untagged and/or inoperable automobiles. The Resident agrees to obey all signs thereon, rules and regulations made by the Landlord. Resident may not make repairs to automobiles on the Premises or parking areas. Any automobile not in running condition, not displaying current tags, and not property registered with Landlord shall be towed at Resident expense.

XII. FIRE SAFETY – SMOKE DETECTORS/CARBON MONOXIDE DETECTORS – RESIDENTIAL DWELLING UNITS

THIS RESIDENTIAL DWELLING UNIT CONTAINS ALTERNATING CURRENT (AC) ELECTRIC SERVICE. IN THE EVENT OF A POWER OUTAGE, AN ALTERNATING CURRENT (AC) POWERED SMOKE DETECTOR WILL NOT PROVIDE AN ALARM. MANAGEMENT HAS INSTALLED A DUAL SMOKE AND CARBON MONOXIDE DETECTOR WHICH IS BOTH HARDWIRED TO ELECTRICITY AND HAS A 9 VOLT BATTERY. **DO NOT REMOVE THE SMOKE/CARBON MONOXIDE DETECTORS.**

XIII. RESTRICTION ON ALTERATIONS: The Resident shall not do any of the following without first obtaining Landlord's prior written permission:

- a. remove or make any structural changes, alterations, or additions to the Premises;
- b. install, attach, remove or exchange radio or television antennae or satellite dishes;
- c. dismantle, change, install or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- d. paint or install wallpaper or contact paper on any part of the premises;
- e. alter walls in any way in the dwelling unit;
- f. attach awnings or window guards in the dwelling unit;
- g. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- h. attach any shelves, screen doors, or other- permanent improvement in the dwelling unit;
- i. install carpeting, resurface floors or alter woodwork;
- j. install fan, heaters, or air conditioners;
- k. place any aerials, antennas or other electrical connections on the dwelling unit;
- l. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- m. operate a business as an incidental use in the dwelling unit.
- n. drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted)

XIV. ACCESS BY LANDLORD: The Landlord may enter the Premises after giving at least two days written advance notice to the Resident of intent to enter the Premises without objection from Resident for the purpose of performing routine inspections and preventive maintenance, to make repairs, decorations, alterations or improvements, for exterminations, to show the dwelling unit for re-entering Rockville City. The notice shall specify the date and purpose for the entry. The Resident shall permit Landlord, its agents, or other persons when accompanied by the Landlord, to enter the Premises for these purposes. In the event that the Resident and all adult members of the household are absent from the Premises at the time of entry, Landlord shall leave a card stating the date, time and the purpose of the visit. Any requests for service from Resident shall be construed to grant Landlord and its agent's permission to enter the Premises for purposes of making requested repairs without further notice from Landlord.

Landlord may enter the Premises at any time without advance notice when there is reasonable cause to believe an emergency exists or after due notice when Landlord has good cause to believe Resident may have damaged the Premises or may be in violation of the law.

XV. SIZE OF DWELLING: The Resident understands that Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed fourteen (14) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by Landlord, the Landlord may terminate this Lease.

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

XVI. LEASE TERMINATION BY LANDLORD: Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease. Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violations of material terms of the Lease or for other good cause, such as, but not limited to the following:

- a. Nonpayment of rent or other charges due under the Lease (i.e., utilities), or repeated chronic late payment of rent (four (4) times in a twelve (12) month period);
- b. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. Furnishing false or misleading information during the application or review process;
- d. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers without written consent of landlord;
- e. Use of the premises for purposes other than solely as a dwelling unit for the resident and resident's household as identified in this lease, or permitting its use for any other purpose without written permission of the landlord;
- f. Failure to abide by necessary and reasonable rules made by the landlord for the benefit and well being of the housing development and the residents, including failure to attend case conferences, and/or meetings regarding lease compliance or non-compliance, and failure to respond to notices from the landlord;
- g. Failure to abide by applicable building and housing codes materially affecting health or safety;
- h. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner; acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the authority;
- m. Any violent or drug-related criminal activity on or off the premises;
- n. Alcohol abuse that the landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or that causes abuse to a landlord employee;
- o. Failure to perform required community service or be exempted thereof;
- p. Failure to comply with the pet policy;
- q. Failure to allow inspection of the premises as permitted by this lease;
- r. Determination that a family member has knowingly permitted an ineligible noncitizen not listed on the lease to permanently reside in the premises;
- s. Discovery that a resident is a registered sex offender; or fleeing to avoid prosecution or custody or confinement after conviction for a felony violation of a condition of probation or parole;

- t. Failure of a family member to comply with service requirement provisions of part 960, subpart f, if in effect, and as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month period;
- u. Any other good cause including, but not limited to: 1) discovery after admission of facts that made the resident ineligible; 2) discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of income; 3) failure to accept landlord's offer of a revision to an existing lease with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family;
- v. Violations of any family obligation or any conditions of this lease by any member of resident's household or guests shall constitute a violation of such condition by resident;

Landlord Termination of Tenancy for Criminal Activity

a. Evicting drug criminals: 1) Methamphetamine conviction. The Landlord shall immediately terminate the tenancy if the Landlord determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the Premises of federally assisted housing. 2) Drug crime on or off the Premises. Any drug related criminal activity engaged in on or off the Premises by any resident, member of the resident's household or guest, and any such activity engaged in on the Premises by any other person under the resident's control, is grounds for Landlord to terminate tenancy. In addition, the Landlord may evict a family when Landlord determines that a household member is illegally using a drug or when Landlord determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents.

b. Evicting other criminals: 1) Threat to other residents. Any criminal activity by a resident, member of resident's household, guest, or any person under the resident's control that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents (including Landlord management staff residing on or off the Premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises is grounds for termination of tenancy. 2) Fugitive felon or parole violator. Landlord may terminate the tenancy if a resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

c. Eviction for criminal activity: 1) Evidence. Landlord may evict the resident by judicial action for criminal activity in accordance with this section if Landlord determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. 2) Notice to Post Office. When Landlord evicts an individual or family for criminal activity, Landlord must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

d. Use of criminal record. If Landlord seeks to terminate the tenancy for criminal activity as shown by a criminal record, Landlord must notify the household of the proposed action to be based on the information and must provide the subject of the record and the resident with the right to examine any relevant documents, records or regulations directly related to the eviction or termination before Landlord grievance hearing or court trial concerning the termination of tenancy or eviction. The resident must be given an opportunity to dispute the accuracy and relevance of such records in the grievance hearing or court trial. Landlord will assume the cost of the criminal records check.

Notice of Lease Termination: The Notice of Lease Termination from Landlord shall be sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this Lease. The Landlord shall give written notice of Lease termination of:

- a. 14 days where the breach involves behavior which demonstrates a clear and imminent danger of the tenant or person doing serious harm to themselves, other tenants, the Landlord, the landlord's

- representatives or property, or any other person in the Property;
- b. a reasonable period of time considering the seriousness of the situation (but not to exceed 30 days):
 - 1) if the health or safety of other residents, Landlord employees, or persons residing in the immediate vicinity of the Premises is threatened; or 2) if any member of the household has engaged in any drug related criminal activity or violent criminal activity; or 3) if any member of the household has been convicted of a felony;
- c. 30 days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply.

The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the Resident of the right to reply as he or she may wish, to examine Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.
- d. Advise the tenant that general information and assistance regarding evictions is available from the City manager for Rockville, Maryland.

XVII. LEASE TERMINATION BY RESIDENT: The Resident shall give Landlord two full calendar month's written notice (to be received prior to the first day of the month and expiring on the last day of the 2nd month) before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the net full month or to the date the dwelling unit is re-rented, whichever date comes first.

XVIII. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT, INVOLUNTARY CHANGE OF EMPLOYMENT OR REASONABLE CAUSE BEYOND RESIDENT'S CONTROL: Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) days' written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the next full month or to the date the unit is re-rented, whichever comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the Premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the materials provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease then action shall be taken, If there are no family members, the Landlord will work with appropriate agencies to attempt to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

Resident may terminate this Lease upon thirty (30) days written notice to Landlord due to an involuntary change of employment from the Washington Metropolitan Area or other reasonable cause beyond Resident's control. In any such event, Resident shall pay Landlord a termination charge equal to one (1) month's rent, in addition to Rent for the month in which Resident surrenders possession of the Premises.

XIX. SURRENDER OF PREMISES: When vacating the Premises, the Resident will surrender the Premises in good order and condition, free of all debris and rubbish, in "broom clean" condition, including stove and refrigerator. Upon failure to do so, Resident agrees to pay the cost for cleaning said Premises.

The Resident shall deliver all keys to the Premises to the Landlord within twenty-four (24) hours after vacating the Premises.

XX. ABANDONED PROPERTY: Any property left on the Premises for more than seven (7) days after termination of the

tenancy shall be considered abandoned by the Resident or other owner and shall, at Landlord's option, become Landlord's property. The Landlord may then dispose of it without liability to the resident or owner of the property left in the Premises, all at the Resident's expense.

XXI. ENTIRE AGREEMENT: This lease, and all attachments together with any future adjustments of rent and policy changes affecting this lease, constitute the entire agreement between the Landlord and the Resident.

XXII. NOTICES:

Notice by Landlord: Any notice from Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family Residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid.

Notice by Resident: Any notice to Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first class mail, postage pre-paid and addressed to: Rockville Housing Enterprises. If the resident is visually impaired, notices shall be in accessible format.

XXIII. GRIEVANCES: All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a criminal activity causing a threat to health or safety of other Residents or Landlord employees or drug related criminal activity on or near the Premises, shall be processed under the Grievance Policy.

XXIV. HOUSE RULES: The Resident agrees to obey any House Rules, attached hereto, which are reasonably related to the safety, care and cleanliness of the building and community, and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, and an opportunity to submit written comments during a thirty (30) day comment period at least thirty (30) days before the proposed effective date of the change in the Rule.

XXV. DISCRIMINATION PROHIBITED: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, family status, or recipients or public assistance and shall comply with all non-discrimination requirements of Federal, State and local laws.

XXVI. PROVISION FOR MODIFICATIONS: This Lease provides for modification by a written rider executed by both parties, except for re-determination of rent and family composition and any schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the Lease by reference. Such rules shall be publicly posted in a conspicuous manner in the Central Office and shall be furnished to applicants and Residents on request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided Landlord gives at least a thirty (30) day written notice to each affected Resident setting forth the proposed modification, the reasons therefore, and providing the Resident an opportunity to present written comments which shall be taken into consideration by Landlord prior to the proposed modification becoming effective. Such notice shall be delivered directly, mailed to each Resident, announced in the monthly newsletter; and/or shall be posted in conspicuous places at the community building in which the affected dwelling units are located, as well as in a conspicuous place at the Central Office.

XXVII. LEASE BINDING ON HEIRS: This Lease and all covenants, conditions, terms and provisions hereof are binding and shall inure to the benefit of successors and assigns of the Landlord and heirs, executors, administrators, and to the extent herein permitted, the assigns of the Resident.

XXVIII. LICENSE: A copy of any required license for the rental facility, of which the Premises herein is a part, is located at the Landlord's office, where it may be inspected by Resident during normal business hours.

XXIX. WAIVER: If the Resident violates the terms and conditions of this Lease, and such violations are not brought immediately to the attention of the Landlord, upon learning of such violation, the Landlord may take appropriate action provided for in this Lease, and no such past violation which has not been acted upon by the Landlord shall constitute a waiver of subsequent similar violations.

XXX. SEVERABILITY: If any provision of this Lease shall be or become invalid such invalidity shall not affect any of the other provisions of this Lease, which shall continue to remain in full force and effect.

XXXI. ACCOMMODATION OF PERSONS WITH DISABILITIES: For all aspects of this Lease and grievance procedures, a handicapped person may be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person, except where the requested accommodation would impose an undue financial or administrative burden on the Landlord, or otherwise fundamentally alter the nature of the Landlord's housing operation. Landlord hereby provides notice to each Resident that the Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Resident can meet the Lease requirements or other requirements of tenancy.

XXXII. MISCELLANEOUS

1. **Headings.** Paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and are not to be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain or to be inapplicable to other paragraphs in the Lease.

2. **Waiver.** No delay or failure by Landlord in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XXXIII. EXECUTION

By the signatures below, Resident and adult household occupants (Co-Residents) agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference or attached as Exhibits. In the event of default by any one (1) signatory each and every remaining signatory shall be responsible for timely payment of rent and for complying with all other provisions of this Lease. By the signatures(s) below I/we also acknowledge that the Provisions of this Lease Agreement and the Exhibits have been received and thoroughly explained to me/us. I/we further acknowledge that I/we understand my/our rights and responsibilities under the terms of this Lease Agreement and that all of my/our questions have been answered. I/we further acknowledge that I/we have been made aware of the location of the Public Housing Admissions and Continued Occupancy Policy (ACOP) and that I/we agree to comply with all of the policies set forth in that document that pertain to Resident responsibilities.

XXXIV. ATTACHMENTS TO THE LEASE:

The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease (if applicable), and understands that these attachments are part of this Lease.

- ____ Grievance Policy
- ____ House Rules
- ____ Mold and Mildew Addendum
- ____ One Strike Policy for Drug and Criminal Activity
- ____ Parking Policy
- ____ Reasonable Accommodation Policy
- ____ Rent Payment Policy
- ____ Unit Standards
- ____ Work Order Charges
- ____ Utility Allowance
- ____ VAWA
- ____ Renters Insurance
- ____ Key Receipt
- ____ Smoke Free Policy

Initial:

RESIDENT: _____ (SEAL)

Date _____

CO-RESIDENT: _____ (SEAL)

Date _____

CO-RESIDENT: _____ (SEAL)

Date _____

LANDLORD: _____ (SEAL)

Date _____

ROCKVILLE HOUSING ENTERPRISES

ROCKVILLE HOUSING ENTERPRISES
GRIEVANCE PROCEDURES (24 CFR, Section 966; PIH Notice 2016-05)

PURPOSE AND SCOPE

The purpose of the Grievance Procedures is to set forth the requirements, standards and criteria for a grievance for residents residing in Rockville Housing Enterprises (RHE) Public Housing Dwelling Units.

RHE shall afford a resident of Public Housing the opportunity for a hearing if the resident disputes within a reasonable time any RHE action or failure to act involving the resident's lease with RHE or regulations which adversely affect the individual resident's housing rights, duties, welfare or status.

APPLICABILITY

The RHE grievance procedure shall be applicable to all individual grievances between RHE and the resident as defined herein. RHE excludes from the RHE administrative grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RHE; or
2. Any drug-related criminal activity on or off such premises;
3. Any criminal activity that resulted in felony conviction of household member

The RHE grievance procedure shall not be applicable to disputes between residents not involving the RHE or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the RHE's Board of Commissioners.

REQUIREMENTS

The RHE grievance procedure shall be incorporated by reference in all resident dwelling leases and will be furnished to each resident and all resident organizations.

RHE shall provide at least thirty (30) days notice to residents and resident organizations setting forth proposed changes in the RHE grievance procedure, and providing an opportunity to present written comments prior to adoption of any grievance procedure changes by RHE. RHE shall consider comments submitted before any revisions are made to the Grievance Procedure.

DEFINITIONS

1. *Grievance* shall mean any dispute, which a resident may have with respect to RHE action or failure to act in accordance with the individual tenant's lease or RHE regulations, which adversely affect the individual resident's housing rights, duties, welfare or status.
2. *Complainant* shall mean any resident whose grievance is presented to RHE in accordance with procedures herein described.
3. *Hearing officer* shall mean a person selected to hear grievances in accordance with 24CFR 966, PIH Notice 2016-05 and render a decision with respect thereto.
4. *Tenant* shall mean the adult person or persons, other than a live-in aide:
 - (a) who resides in the unit and who executed the lease with the RHE as lessee of the dwelling unit, or if no such person now resides in the unit,
 - (b) who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.
5. *Resident organization* includes a resident management corporation.

INFORMAL SETTLEMENT OF GRIEVANCE

Any grievance shall be personally presented, in writing, to the RHE central office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within ten (10) days and one

copy given to the tenant and one retained in the RHE's tenant file. The summary shall specify the names of the participant, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons thereof, and shall specify the procedures by which a hearing under 24 CFR 966 may be obtained if the complainant is not satisfied.

PROCEDURES TO OBTAIN A HEARING

Request for hearing. The complainant shall submit a written request for a hearing to RHE within ten (10) days after receipt of the summary of discussion. The written request shall specify the reasons for the grievance and the action or relief sought.

Selection of Hearing Officer. A grievance hearing shall be conducted by an impartial person appointed by the Executive Director of RHE, and shall be other than the person who made or approved the RHE action under review or a subordinate of such person.

Failure to Request a Hearing. If the complainant does not request a hearing as described herein, RHE's disposition of grievance shall become final, provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the RHE's action in disposing of the complaint in an appropriate judicial proceeding.

Hearing Prerequisite. If the complainant shall show good cause why he failed to proceed as described herein, the hearing officer may waive the provisions of this subsection.

Scheduling of hearings. The hearing officer shall notify resident and the appropriate RHE official by first class mail and within ten (10) days of receipt of complainant's written request for a hearing, the date, time and place for the hearing, which shall be reasonably convenient to both the complainant and RHE. Procedures governing the hearing shall be enclosed with the notice.

PROCEDURES GOVERNING THE HEARING

The hearing shall be held before a hearing officer as described herein. The complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the grievance hearing any RHE documents, including records and regulations that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If RHE does not make the document available for examination upon request by the complainant, RHE may not rely on such document at the grievance hearing.
2. The right to be represented by counsel or other person chosen as the tenant's representative, and to have person make statements on the tenant's behalf.
3. The right to a private hearing unless the complainant requests a public hearing.
4. The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by RHE, and to confront and cross-examine all witnesses upon whose testimony or information RHE.
5. A decision based solely and exclusively upon the facts presented at the hearing.
6. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.
7. If the complainant or RHE fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the complainant and RHE shall be notified of the determination by the hearing officer, provided that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the RHE's disposition of the grievance in an appropriate judicial proceeding.
8. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the RHE must sustain the burden of justifying the RHE action or failure to act against which the complaint is directed.
9. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require RHE, the

complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

10. The complainant or RHE may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
11. The RHE must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign or language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant, which is required must be in an accessible format.

DECISION OF THE HEARING OFFICER

1. The hearing officer shall prepare a written decision, together with the reasons therefore, within ten (10) days from the date of the hearing. A copy of the decision shall be sent to the complainant and RHE. RHE shall retain a copy of the decision in the tenant's folder. RHE will create a log of hearing officer decisions and make the log available to the hearing officer, prospective complainants and his representative. At a minimum, the log will include: the date of the hearing decision, the general reason for the grievance hearing (failure to pay rent, community service and self-sufficiency noncompliance, etc.) and whether the decision was in the favor of the complainant or RHE. The decision of the hearing officer shall be binding on the RHE which shall take all actions, or refrain from any actions necessary to carry out the decision, unless the RHE Board of Commissioners determines within thirty (30) days and promptly notifies the complainant of its determination, that the grievance does not concern RHE action or failure to act in accordance with or involving the complainant's lease or RHE regulations; and/or the decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the RHE.
2. A decision by the hearing officer or Board of Commissioners in favor of RHE or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *denovo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

RESIDENT: _____ (SEAL) Date _____

CO-RESIDENT: _____ (SEAL) Date _____

CO-RESIDENT: _____ (SEAL) Date _____

LANDLORD: _____ (SEAL) Date _____

ROCKVILLE HOUSING ENTERPRISES

HOUSE RULES

ADDENDUM TO THE RHE PUBLIC HOUSING DWELLING LEASE

Office Hours

The office hours of Rockville Housing Enterprises (RHE) are 8:30 a.m. to 5:00 p.m., Monday through Friday. Rockville Housing Enterprises' Central Office is located at 1300 Piccard Dr., Suite 203, Rockville, Maryland.

Regular Maintenance

RHE provides maintenance during regular business hours Monday through Friday. Requests for maintenance may be made directly to **301-424-6265** or maintenance@rockvillehe.org. Residents are responsible to keep the dwelling unit and other areas assigned for the Resident's exclusive use in a clean and safe condition, in accordance with the RHE *Inspection Standards* (lease attachment).

Emergency Maintenance

An emergency is defined as anything that affects the health and safety of the resident(s) or could cause excessive property damage. Emergency service is provided after the close of business and on Saturday, Sunday, and Holidays. **The emergency number is 703-535-1740.** Emergencies consist of, but may not be limited to, plumbing leaks for units with one toilet, fire, electrical problems, lockouts if a life is in danger, and a malfunctioning air-conditioner where there is a declared medical problem. Calls not considered to be an emergency will be handled during regular business hours.

Yard/Walkways Care

Residents of Scattered Sites are responsible to mow the entire yard. Lawn height should not exceed three to four inches maximum. Residents are required to keep their yard free of weeds, debris and any excess storage items or furniture. During inclement weather, residents are responsible to clear walks and steps. Please be advised that it is a lease violation not to maintain the yard and walkways, and a charge is assessed each time RHE is required to mow and remove debris and/or clear walks and steps that are the resident's responsibility in accordance with the *Schedule of Work Order Charges*.

Residents of David Scull are responsible to keep the front and back free of trash and debris and any excess storage items or furniture.

Appliances

RHE provides a refrigerator, stove, dishwasher and in some units a washer and dryer. RHE will charge a fee of \$5.00 per month for water usage for those residents that have a washer in David Scull.

Utilities

In the David Scull, RHE provides electricity, water, sewer and trash pick-up. If residents exceed the allowable electrical usage, residents are charged for excess electricity. The excess electric charge will appear on the resident's rent statement.

Residents are required to provide gas heat to their unit, except for the senior building (1200 to 1214 First Street) at the David Scull community. The telephone number for Washington Gas is (703)-750-1000 or 1-800-752-7520. The fax no. is 703-750-5669. Residents must notify RHE if a cut-off notice is received. Residents are required to keep gas on at all times. Failure to maintain utilities is a breach of Lease for which the Landlord may seek termination.

Pest Control

Pest control is a vital maintenance component provided by RHE. RHE provides pest control services at no cost to the resident. A resident may request services by calling 301-424-6265. RHE specifies which units will be treated. Residents will be notified by a flyer at least two days in advance of the treatment and do not need to be home. If residents are scheduled and do not allow the extermination, the resident is required to provide RHE with written verification that their home has been exterminated by a professional contractor within ten (10) days of the scheduled extermination appointment. If resident does not provide the verification of extermination, a treatment will be rescheduled by the RHE.

contractor. If resident refuses services a second time, the resident is subject to eviction.

Community Safety

RHE requests all residents to assist in the provision of a drug and crime-free environment for the safety and protection of all residents in its public housing communities. RHE requests residents to report any and all suspicious or criminal activities, and suspected/observed abuse or neglect of people, animals, or property. Please call the police at 911 for emergencies, or the non-emergency number is 240-314-8900.

Maryland law requires all persons to report child abuse or neglect. Leaving children unattended inside or outside of your home is considered neglect. Residents may call child protective services at 240-777-4417, 24 hours a day, 7 days a week to report abuse or neglect. If a child is in immediate danger, call 911.

Reports of Trespassers

RHE shall notify residents in writing that a person is on a *Notice of Trespass Notification*. Residents are required to take all reasonable steps to exclude banned persons from the resident's home. Such reasonable steps require the resident to notify RHE if a known trespasser is seen on the resident's premises. Residents are prohibited from allowing a known banned person in the resident's unit. Residents are also required to adhere to the **NO LOITERING** policy, this included the Head of Household, All Members residing in the home and any guests to your home. A resident's failure to follow these rules is grounds for termination of the lease and eviction.

Community Service

Federal regulations require any resident and family member who is 18 or older and does not work, to perform eight (8) hours of community service each month. In addition to working persons, also exempt are persons in school full time, in a qualifying training program, elderly, and/or a person with disabilities. RHE will provide a list of volunteer opportunities. Each month each affected resident must turn in the *Verification of Community Service*. Landlord may not renew the Lease if the family has violated the requirement for Resident performance of community service.

Admissions and Continued Occupancy Policy

The resident and all adult household members understand that the day-to-day operating policies and procedures of RHE public housing are specified in the Admissions and Continued Occupancy Policy (ACOP) that is available for review by residents in the Central Office. Residents agree to comply with all Notices that may be distributed from time to time from RHE and with all policies set forth in the ACOP.

RESIDENT: _____ (SEAL) Date _____

CO-RESIDENT: _____ (SEAL) Date _____

CO-RESIDENT: _____ (SEAL) Date _____

LANDLORD: _____ (SEAL) Date _____

ROCKVILLE HOUSING ENTERPRISES

Mold and Mildew Addendum

This Mold and Mildew Addendum (the "Addendum") is attached to and made a part of the Lease (the "Lease") by and between Rockville Housing Enterprises ("Lessor"), and **Resident** (Resident)

Resident (s) acknowledges that it is necessary for Resident (s) to provide appropriate climate control, to keep the dwelling unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident (s) agrees to clean and dust the unit on a regular basis and to remove visible moisture accumulation on windows, walls floors, ceilings and other surfaces as soon as reasonably possible. Resident (s) agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the unit. Resident also agrees to immediately report to the management office in writing: (1) any evidence of a water leak or excess moisture in the unit, as well as in any storage room, or other common area; (2) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (4) any inoperable doors or windows. Resident (s) further agrees that Resident (s) shall be responsible for damage to the Unit and Resident's property as well as injury to Resident, Occupants or Visitors resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

RESIDENT: _____ (SEAL)	Date _____
CO-RESIDENT: _____ (SEAL)	Date _____
CO-RESIDENT: _____ (SEAL)	Date _____
LANDLORD: _____ (SEAL)	Date _____
ROCKVILLE HOUSING ENTERPRISES	

ROCKVILLE HOUSING ENTERPRISES

ZERO TOLERANCE POLICY FOR DRUG AND CRIMINAL ACTIVITY

In accordance with federal policy, RHE supports the implementation of a ZERO TOLERANCE POLICY to ensure that applicants who engage in, or have a pattern or history of drug use, other criminal activities, and/or alcohol abuse are denied housing, and residents currently living in public housing who engage in such activities will face certain and swift eviction.

RHE will deny occupancy to applicants who have a criminal record of drug activity and/or have been evicted from public housing within the last three years because of drug-related or criminal activity. RHE has established other criteria to be met before allowing residents into its developments.

RHE will deny occupancy to applicants and evict residents who are currently abusing alcohol and/or have a pattern or history of abuse of alcohol, which can reasonably be expected to interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

RHE will deny occupancy to applicants who are currently using controlled substances and to persons who it has reasonable cause to believe, based on illegal use or a pattern of illegal use of controlled substances, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

RHE has established this **ZERO TOLERANCE POLICY** to evict (as quickly as the law allows) any resident who is involved with illegal drugs or drug related activity on or off the premises in accordance with the Lease, without the right to a grievance.

In this policy, resident is defined as the head of household or the person who signs the lease. It also includes all household members, guests and visitors of the household.

RESIDENT: _____ (SEAL)	Date _____
CO-RESIDENT: _____ (SEAL)	Date _____
CO-RESIDENT: _____ (SEAL)	Date _____
LANDLORD: _____ (SEAL)	Date _____

ROCKVILLE HOUSING ENTERPRISES

Rockville Housing Enterprises Parking Rules and Regulations

Vehicle Registration:

Residents must register vehicles by providing license tag numbers, copy of driver's license, and a copy of the Maryland Registration indicating make and model information to RHE. Parking is provided for private licensed passenger vehicles that are registered with the State of Maryland. Vehicles must bear a current parking permit properly displayed as described herein under "Proper Display." All vehicles must be registered to the leaseholder's address in the name of the lease holder(s) to obtain a parking permit. One parking permit will be issued for each vehicle registered to a RHE leaseholder, up to a maximum of two (2) permits per household, provided the household has two properly registered vehicles. Anytime there is a change of vehicles, the resident must apply for a new permit. If lost, there will be a \$50.00 replacement fee.

Handicap Parking Permit:

All vehicles parked in the handicap spaces must display handicap tags and/or properly display handicap decals on the rearview mirror located on the front window of the vehicle. Any vehicle in violation of this rule will be subject to towing at owner's risk and expense and/or may be subject to a violation ticket from the Police Department.

Proper Display: Parking permits are to be displayed inside the bottom corner of the back window of the driver's side. The guest pass must be hung on the rearview mirror. Permits and passes displayed in any other locations are invalid and the vehicle is subject to towing without notice at the owner's risk and expense.

Parking Permit Renewal: All Parking permits will be re-issued on an as needed basis. If the vehicle is sold, traded, lost to an automobile accident or given away, residents must provide proof prior to the issuance of a new parking permit.

Parking and Driving Rules

1. There are no assigned spaces. Parking is on a first-come, first-serve basis.
2. Parking spaces on RHE property are not to be used for the storage of vehicles that are not in operating condition, as well as boats, trailers or motorcycles.
3. All parked vehicles must display current tags.
4. Residents shall not wash or make repairs to vehicles on RHE property.
5. Any vehicle that is not properly registered, not displaying current Maryland license plates and decals is not permitted to park on the premises.
6. No non-operable vehicle may park on the premises.
7. A vehicle parked for more than two (2) weeks without moving is considered "DEAD" and will be towed at vehicle owner's risk and expense.

Fire Lanes: It is strictly prohibited to park any vehicles on fire lanes. Any vehicle in violation of this rule will be towed immediately.

Emergency Lanes:

It is strictly prohibited to block the emergency lanes. Vehicles will be towed immediately and without notice at vehicle owner's risk and expense. Additional citations may be issued by the police.

Any vehicle in violation of the above may be towed, with or without notice, at the vehicles owner's expense. RHE and/or the management agent will not be responsible for any vehicle that is towed.

Towing: Vehicles parked in violation of these Rules and Regulations are subject to towing at the vehicle owner's risk and expense.

RESIDENT: _____ (SEAL)	Date _____
CO-RESIDENT: _____ (SEAL)	Date _____
CO-RESIDENT: _____ (SEAL)	Date _____
LANDLORD: _____ (SEAL)	Date _____

ROCKVILLE HOUSING ENTERPRISES

Initial:

ROCKVILLE HOUSING ENTERPRISES

RENT PAYMENT POLICY

1. Rent is due and payable on the first day of each month. Late charges are assessed on or after the tenth (10) of the month.
2. If at any time the Total Tenant Payment (TTP) equals or is less than the minimum rent of \$50.00, resident may qualify for a Hardship Exemption.
3. Late payment of rent will result in late fees of **5%** being applied and legal action being taken in accordance with state and local laws.
4. Rockville Housing Enterprises will accept personal checks until the 10th day of the month. After the 10th day of the month you must pay with either a Money Order or Cashier's Check. Any checks returned due to Insufficient Funds will incur 5% late fees as well as \$39 NSF Fee. Resident will not be allowed to pay by check for 6 months for the 1st offense and permanently for the 2nd offence.
5. At the initial enrollment interview, at the lease signing, and at each annual reexamination, the Authority will stress the Authority's rent payment requirements and have resident sign this policy acknowledging their understanding.
6. Residents participating in the Family Self Sufficiency Program acknowledge that late payment of rent is a violation of the FSS Contract of Family Participation and grounds for termination.
7. Residents requesting a transfer to another unit acknowledge that late payment of rent is grounds for denial of a transfer.
8. If late payments continue, RHE will seek lease terminations for serious and repeated violation of the lease.
9. Resident acknowledges RHE will exercise the Right of Redemption, which means resident will be evicted regardless of whether rent is paid. (Right of Redemption – If Resident is sued 3 times within a 12-month period RHE may request a Right of Redemption which means that regardless of paying rent Eviction can be carried out).

RESIDENT: _____ (SEAL) Date _____

CO-RESIDENT: _____ (SEAL) Date _____

CO-RESIDENT: _____ (SEAL) Date _____

LANDLORD: _____ (SEAL) Date _____

ROCKVILLE HOUSING ENTERPRISES

ROCKVILLE HOUSING ENTERPRISES ---UNIT STANDARDS

The following standards are required to maintain decent, safe and sanitary housing, and are a summary of lease and local code requirements and do not preclude other requirements outlined in the Public Housing Dwelling Lease, or by local, state, or federal regulation or code.

INSIDE THE HOME-GENERAL REQUIREMENTS

- ◆ Walls, ceilings, floors, windows, window-sills, and doors must be regularly washed to be free of dirt, grease, and fingerprints.
- ◆ Residents are not permitted to paint, install wallpaper or borders, or alter walls in any way. Use picture hangers, not nails.
- ◆ Residents are not permitted to create fire hazards by blocking windows or points of egress (doors) with furniture or objects.
- ◆ Stairs and halls must be free of items to avoid tripping hazards and allow access to storage, electrical, and heating apparatus.
- ◆ Resident is required to report to Management immediately if smoke detector(s) do not work
- ◆ Resident is required to report to management immediately any serious conditions such as no heat, leaks, clogged toilets, and any other safety or health items.

THE KITCHEN

- ◆ Stove, dishwasher and refrigerator must be regularly cleaned to prevent grease and food buildup, which attracts roaches and may cause other safety and health concerns.
- ◆ All boxed foods should be properly stored in storage bins or sealed totes. Never place boxed foods on counters or on top of refrigerator, as this attract roaches. Never leave open food on counters or in sink. Cover all foods in refrigerator.
- ◆ Cabinets must be regularly washed inside and out to be free of grease, dirt, and spilled food.
- ◆ Exhaust fan should be periodically cleaned so that grease and food does not build up.
- ◆ Sinks must be kept clean and free of grease. Never put food items or grease down your sink.
- ◆ Dirty dishes must be washed immediately after use to avoid infestation.
- ◆ Countertops must be wiped after use and used only for food preparation.
- ◆ Ashtrays should be used for cigarettes – please, never put cigarettes on countertops or sink vanities.
- ◆ Trash must be removed from unit immediately to avoid infestation.

THE BATHROOM

- ◆ Toilet should be scrubbed and regularly sanitized - never put foreign objects in the bowl to prevent clogs.
- ◆ Shower, sink and tub cleaned and sanitized after each use.
- ◆ Exhaust fan should be regularly cleaned to allow removal of steam

OUTSIDE THE HOME

- ◆ Resident is required to mow and maintain yard. Yard must be free of weeds, trash, debris and any excess items.
- ◆ Trash must be set out in trash containers with lids, and not simply left outside in plastic bags, to prevent infestation.
- ◆ Porches, side walks and steps must be swept and free of tripping hazards, and cleared of ice and snow in accordance with City Code.
- ◆ Vehicles must be parked where designated and no abandoned, untagged, or non-working vehicles are permitted on premises.
- ◆ No washing or repairing vehicles is permitted on property.

STORAGE STANDARDS

Storage of an acceptable and normal quantity of items is limited to closets, pantries, and exterior storage bins (if applicable) to minimize safety hazards associated with fire, tripping, and accessibility, and to minimize infestation from roaches, spiders, flies, etc. **It is a lease violation to have excessive quantities of furniture, clothing, refuse and materials (cardboard boxes, paper, etc.) stored inside or outside of the unit. Such conditions attract rodents, roaches and may cause other safety and health conditions.**

RESIDENT: _____ (SEAL)

Date _____

CO-RESIDENT: _____ (SEAL)

Date _____

CO-RESIDENT: _____ (SEAL)

Date _____

LANDLORD: _____ (SEAL)

Date _____

ROCKVILLE HOUSING ENTERPRISES

RENTER'S INSURANCE ADDENDUM

We want to make sure you are aware of how to best protect your personal belongings. As tenants, it is important you are aware of the following information.

1. The property owner's insurance **does not** cover damage or loss to your personal property. The property only provides coverage for the building itself. It does not cover your personal property.
2. If any damage occurs to your residence or a guest is injured in your apartment or home, you can be held personally responsible for the injury and damages.
3. If your pet injures or causes damage to your apartment or home or to a neighboring area or home, you can be held personally responsible for the injury and damages.
4. Renter's insurance provides liability coverage to protect you in the event of your negligence or liability.

In order to protect your own interests or your property, you should have your own insurance.

RENTER'S INSURANCE COVERAGE

Tenant agrees the Landlord is not responsible in any way for obtaining such coverage and is not providing any insurance coverage for Tenant whatsoever. Tenant may obtain coverage from any recognized insurance carrier and is not required to purchase the insurance coverage from any specific source.

RESIDENT: _____ (SEAL) Date _____

CO-RESIDENT: _____ (SEAL) Date _____

CO-RESIDENT: _____ (SEAL) Date _____

LANDLORD: _____ (SEAL) Date _____

ROCKVILLE HOUSING ENTERPRISES

KEY RECEIPT ADDENDUM TO LEASE

I, Resident, "Tenant" have received the below listed key(s) from:

Rockville Housing Enterprises, "Landlord/Agent" located at 1300 Piccard Dr., Suite 203; Rockville MD 20850.

As follows:

<u>Key Description</u>	<u>Keys Issued at Move-in</u>	<u>Keys Return</u>	<u>Cost of replacement</u>
Front Door, Entry			\$ 50.00

I/We hereby take possession of the above described keys, and understand that we must return the keys upon vacating Address, Rockville, MD 20851 or be responsible for the cost to replace them as itemized above, and promise to pay for any lost / stolen or misplaced keys as replacement. I/We authorize the Landlord/Agent to deduct said cost(s) from our security deposit; if security deposit is not sufficient to cover the replacement cost(s) then we promise to pay additional monies for that replacement, including any and all attorney's fees or court costs to do so.

Accepted by:

Tenant: _____ date: _____

Tenant: _____ date: _____

Tenant: _____ date: _____

Keys issued by: _____ date: _____

Initial:

**Rockville Housing Enterprises
Public Housing Smoke Free Policy
Effective January 1, 2018**

In accordance with the requirements of the U.S. Department of Housing and Urban Development (“HUD”), 24 CFR Part 965 and 966 “Instituting Smoke-Free Public Housing”, Rockville Housing Enterprises (RHE) hereby implements the following Smoke Free Policy.

This policy bans the use of “Prohibited Tobacco Products” (as hereinafter defined) in all public housing living units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers and similar indoor common areas in public housing) as well as all outdoor areas within 25 feet of public housing and administrative office buildings in which public housing is located (collectively, “restricted areas”).

Prohibited Tobacco Products are defined as items that involve the ignition and burning of tobacco leaves, such as but not limited to cigarettes, cigars, and pipes and water pipes (hookahs). E-Cigarettes are not expressly forbidden by 24 CFR Parts 965 and 966 and therefore are not included in RHE’s list of banned items as it relates to its smoke free policy.

This smoke free policy extends to all outdoor areas up to 25 feet from the public housing and administrative office buildings and the David Scull community center building. This policy applies to the 76 townhomes located at the David Scull public housing community as well as the 29 public housing scattered sites located throughout the City of Rockville. This policy does not apply to mixed-finance multi-family communities owned by Rockville Housing Enterprises that may have other non-public housing units interspersed with public housing units i.e. Fireside Park.

Smoke Free Policy Enforcement

The following methods will be used to determine if a resident family has violated the smoke free policy.

Maintenance Reports

If the maintenance staff sees evidence of smoking in the unit during routine maintenance visits, i.e. cigarette butts, ash trays with ashes in them, or other smoking paraphernalia, then they will take a picture of the suspected violation and report it to the property manager. If the maintenance staff smells cigarette or other smoke (ex.. marijuana smoke) in a unit during a routine maintenance visit, they will report it to the property manager.

Neighbor Reports

If a neighbor reports smelling smoke from an adjacent unit, Property management will complete a compliance home visit to investigate the complaint. If the smell of smoke is confirmed, property management will issue the family a lease violation warning notice. If when property management completes a follow-up home visit and at the time there is no evidence of Prohibited Tobacco Products (smell or paraphernalia) then no further action will be taken.

Outside smoking reported

If a person is violating the outdoor smoking policy by smoking within 25 feet of the building; a picture must be taken of the offence and the violator will receive a lease violation warning notice.

Lease Violations and Lease Terminations

RHE will adhere to the following policy regarding violations of the smoke free policy. Repeated violations of

the smoke-free policy shall be considered material noncompliance with lease requirements and may result in termination of tenancy. When pursuing eviction due to material noncompliance with lease requirements, existing HUD termination procedures shall be followed.

First offence

Upon receipt of the first confirmation of a violation of the smoke free policy, the family will receive a Lease Violation warning notice.

Second offence

Upon receipt of the second confirmation of a violation of the smoke free policy, the family will receive a second Lease Violation notice warning them that another violation will result in the termination of their tenancy.

Third offence

Upon receipt of a third confirmation of a violation of the smoke free policy, the family’ Lease will be terminated in accordance with HUD procedures and applicable state and local laws.

Designated Smoking Areas

RHE will not have designated smoking areas for the public housing communities. Residents and guests must adhere to the terms of the policy which dictate there is no smoking within 25 feet of buildings.

Signature HOH

Date:

Signature Adult Member 18+

Date:

Signature Adult Member 18+

Date:

Signature Adult Member 18+

Date:

Signature Adult Member 18+

Date:

Rockville Housing Enterprises Representative

Date:

Implementation

NEW RESIDENTS shall be required to sign a RHE Lease Addendum regarding the Public Housing smoke-free policy and must adhere to same upon move in.

Rockville Housing Enterprises

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees the PHA, Rockville Housing Enterprises (RHE) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **Rockville Housing Enterprises**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **Rockville Housing Enterprises** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Rockville Housing Enterprises** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

RHE may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If RHE chooses to remove the abuser or perpetrator, RHE may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, RHE must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, RHE must follow Federal, State, and local eviction procedures. In order to divide a lease, RHE may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, RHE may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, RHE may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

- (4) You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

RHE will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. RHE emergency transfer plan provides further information on emergency transfers, and RHE must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

RHE can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from RHE must be in writing, and RHE must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. RHE may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to RHE as documentation. It is your choice which of the following to submit if RHE asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by RHE with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that RHE has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, RHE does not have to provide you with the protections contained in this notice.

If RHE receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), RHE has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, RHE does not have to provide you with the protections contained in this notice.

Confidentiality

RHE must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

RHE must not allow any individual administering assistance or other services on behalf of RHE (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

RHE must not enter your information into any shared database or disclose your information to any other entity or individual. RHE, however, may disclose the information provided if:

- You give written permission to RHE to release the information on a time limited basis.
- RHE needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires RHE or your landlord to release the information.

VAWA does not limit RHE duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, RHE cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if RHE can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If RHE can demonstrate the above, RHE should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with Washington DC Field Office.

For Additional Information

You may view a copy of HUD’s final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, RHE must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **Jessica Anderson, Executive Director**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Maryland Network for Domestic Violence, 1301 Piccard Drive, 1st FL, Ste. 1400 Rockville, MD 20850, Hotline: 240777-4673**.

For tenants who are or have been victims of stalking seeking help may visit the **National Center for Victims of Crime’s Stalking Resource Center** at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **RAINN, (240) 777-1355**.

Victims of stalking seeking help may contact **The National Center for Victims of Crime**,

Attachment: Certification form HUD-5382

Signature _____

Date _____

Signature _____

Date _____

Signature _____

Date _____

Signature _____

Date _____

Rockville Housing Enterprises Representative

**VIOLENCE, DATING VIOLENCE
OR STALKING**

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

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT
OF 2005**

TENANT RESIDENT NAME	LANDLORD Rockville Housing Enterprises	UNIT NO. & ADDRESS ADDRESS ROCKVILLE, MD 20851

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

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

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

Term of the Lease Addendum

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

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the

Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

(9/2008)
Form HUD-91067
(9/2008)

APPENDIX E – RHE PH House Rules

ROCKVILLE HOUSING ENTERPRISES

HOUSE RULES

ADDENDUM TO THE RHE PUBLIC HOUSING DWELLING LEASE

Office Hours

The office hours of Rockville Housing Enterprises (RHE) are 8:30 a.m. to 5:00 p.m., Monday through Friday. Rockville Housing Enterprises' Central Office is located at 1300 Piccard Dr, Suite 203, Rockville, Maryland 20805.

Regular Maintenance

RHE provides maintenance during regular business hours Monday through Friday. Requests for maintenance may be made directly to **301-424-6265**. Residents are responsible to keep the dwelling unit and other areas assigned for the resident's exclusive use in a clean and safe condition, in accordance with the RHE *Inspection Standards* (lease attachment).

Emergency Maintenance

An emergency is defined as anything that affects the health and safety of the resident(s) or could cause excessive property damage. Emergency service is provided after the close of business and on Saturday, Sunday, and holidays. The emergency number is **703-535-1740**. Emergencies consist of, but may not be limited to, plumbing leaks for units with one toilet, fire, electrical problems, lockouts if a life is in danger, and a malfunctioning air-conditioner where there is a declared medical problem. Calls not considered to be an emergency will be handled during regular business hours.

Yard/Walkways Care

Residents of scattered sites are responsible to mow the entire yard. Lawn height should not exceed three to four inches maximum. Residents are required to keep their yard free of weeds, debris, and any excess storage items or furniture. During inclement weather, residents are responsible to clear walks and steps. Please be advised that it is a lease violation not to maintain the yard and walkways, and a charge is assessed each time RHE is required to mow and remove debris and/or clear walks and steps that are the resident's responsibility in accordance with the *Schedule of Work Order Charges*. Residents of David Scull are responsible to keep the front and back free of trash and debris and any excess storage items or furniture.

Appliances

RHE provides a refrigerator, stove, and dishwasher. RHE will charge a fee of \$20.00 per month for water usage for those residents that have a washer in David Scull.

Utilities

In the David Scull, RHE provides electricity, water, sewer, and trash pick-up. If residents exceed the allowable electrical usage, residents are charged for excess electricity. The excess electric charge will appear on the resident's rent statement.

Residents are required to provide gas heat to their unit, except for the senior building (1200 to 1214 First Street) at the David Scull community. The telephone number for Washington Gas is (703) 750-1000 or 1-800-752 7520. The fax number is 703-750-5669. Residents must notify RHE if a cut-off notice is received. Residents are required to keep gas on at all times. Failure to maintain utilities is a breach of Lease for which the Landlord may seek termination.³

Pest Control

Pest control is a vital maintenance component provided by RHE. RHE provides pest control services at no cost to the resident monthly. A resident may request services by calling 301-424-6265. RHE specifies which units will be treated. Residents will be notified by flyer at least two days in advance of the treatment and do not need to be home. If residents are scheduled and do not allow the extermination, the resident is required to provide RHE with written verification that their home has been exterminated by a professional contractor within ten (10) days of the scheduled extermination appointment. If a resident does not provide the verification of extermination, a treatment will be rescheduled by the RHE contractor. If a resident refuses services a second time, the resident is subject to eviction.

Community Safety

RHE requests all residents to assist in the provision of a drug and crime-free environment for the safety and protection of all residents in its public housing communities. RHE requests residents to report any and all suspicious or criminal activities/observed or abuse or neglect of people, animals, or property. Please call the police at 911 for emergencies. Non-emergencies can be reported to the City of Rockville Police at 240-314-8900.

Maryland law requires a person to report child abuse or neglect. Leaving children unattended inside or outside of your home is considered neglect. Residents may call child protective services at 240-777-4417, 24 hours a day, 7 days a week to report abuse or neglect. If a child is in immediate danger call 911.

RHE Fighting Policy – Lease Violation – Three Strikes

If any member of a RHE PH household or guest of a RHE PH household is reported to have been involved in a physical or verbal altercation with a member or guest of another RHE PH household on RHE property, and there is a preponderance of evidence of involvement of the accused household members in the altercation, both households will receive a lease violation. The lease violation will be given to both parties involved regardless of which household member or guest is reported to have initiated the incident.

RHE will terminate the lease of any household receiving more than three fighting related lease violations. The lease will be terminated and eviction proceedings will ensure after the third fighting lease violation is received.

Report of Trespassers

RHE shall notify residents in writing that a person is on a Notice of Trespass Notification. Residents are required to take all reasonable steps to exclude banned persons from the resident's home. Such reasonable steps require the resident to notify RHE if a known trespasser is seen on the resident's premises. Residents are prohibited from allowing a known banned person in the resident's unit. A resident's failure to follow these rules is grounds for termination of the lease and eviction.

Community Service

Federal regulations require any resident and family member who is 18 or older and does not work, to perform eight (8) hours of community service each month. In addition to working persons, also exempt are persons in school full time in a qualified training program, elderly and a person with disabilities. RHE will provide a list of volunteer opportunities. Each month each affected resident must turn in a *Verification of Community Service*. A landlord may not renew the Lease if the family has violated the requirement for Resident performance of community service.

Admissions and Continued Occupancy Policy

The resident and all adult household members understand that the day-to-day operating policies and procedures of RHE public housing are specified in the Admissions and Continued Occupancy (ACOP) that is available for review by residents in the Central Office. Residents agree to comply with all Notices that may be distributed from time to time from RHE and will all policies set forth in the ACOP.

APPENDIX F – RHE PH Schedule of Charges

Rockville Housing Enterprises

Repair and Replacement Charges

The charges listed below is for damages that are beyond **normal wear and tear**. Labor cost for items not specifically listed in this schedule shall be at the rate of \$25.00 per man hour. The hourly rate will be billed in 15 minute increments.

LOCKS OUTS:

Lock out during office hours	\$25.00
Lock out after office hours	\$50.00

DOORS AND KEYS:

Key Replacement-Apartment Door Key	\$10.00
Key Replacement-Entry Key FOB	N/A
Key Replacement-Mailbox Key	\$10.00
Key Replacement-Garage Card	N/A
Key Replacement-Laundry Card	N/A
Lock replacement-Exterior Apt Door	**
Lock replacement-Exterior Door Deadbolt	**
Lock replacement-Interior Door	\$25.00
Door Knocker	\$15.00
Peep Hole Kit	\$15.00
Door Knob(s) - Interior	\$20.00
Door Repairs	**
Door Replacement-Exterior Wood/Metal	**
Door Replacement-Interior Wood/Metal	**
Door Jambs	**
Door Sweeps	\$15.00
Door Plates	\$10.00

CLEANING:

Kitchen:

Clean entire Kitchen	Time & Material
Clean Range Hood/Cooktop/Oven	Time & Material
Clean Refrigerator-Defrost and clean	Time & Material
Clean Dishwasher	Time & Material
Clean Sink/Disposal	Time & Material

Bathroom:

Clean entire Bathroom	Time & Material
Clean Toilet	Time & Material
Clean Vanity/Sink	Time & Material
Clean Tub/Shower Stall	Time & Material

Apartment – General:

Floor Cleaning-Steam Clean Carpet	**
Floor Cleaning-Vinyl/Tile	Time & Material
Wall Cleaning	Time & Material
Window Cleaning, each	Time & Material
Window Cleaning-Blinds	Time & Material
Door Cleaning-Interior & Exterior, each	Time & Material
Light Fixtures and Covers	Time & Material
Trash Removal-Debris/Trash/Furniture	\$25.00 per bag; <i>plus actual cost of furniture disposal and labor</i>
Odor Treatment	**

FLOORING:

Carpet Replacement	**
Carpet Repair	Time & Material

WINDOWS:

Window Replacement-(1) Panel	**
Window Replacement-Entire	**
Window-Screen Replacement	Time & Material
Window-Screen Repair	Time & Material
Patio Glass Door -Window Panel	**
Patio Glass Door -Full Replacement	**
PGD-Screen Replacement	**
PGD-Screen Repair	**
PGD-Security Bar	**
Tracks-Broken	**
Mini-blinds Replacement each	**
Vertical blinds Replacement each	**

CABINETS & COUNTER TOPS

Cabinet/Vanity Replacement	Time & Material
Cabinet/Vanity Repair	Time & Material
Kitchen Counter Replacement	Time & Material
Kitchen Counter Repair	Time & Material
Counter Top Strip	Time & Material
Wall/Base Cabinet Replacement	Time & Material
Drawer Replacement	Time & Material
Drawer Guides	Time & Material
Door Replacement	Time & Material
Board Under Cabinets	Time & Material
Lazy Susan (complete)	Time & Material
Lazy Susan (shelf)	Time & Material

KITCHEN APPLIANCES

Stove-Replacement	**
Stove-Repair	Time & Material
Stove Lid Replacement	**
Stove Rings Replacement (Set-4)	**
Stove Drip Pans Replacement(Set-4)	**
Small/Large Burner Replacement	**
Stove Element Replacement	**
Stove Knob Replacement	**
Stove-Terminal Board	**
Bake Element For Oven Replacement	**
Oven Door Handle Replacement	**
Oven Knob Replacement	**
Oven Racks Replacement	**
Broiler Pan Replacement	**
Broiler Unit For Oven Replacement	**
Range Hood Fan Replacement	**
Range Hood Fan Repair	Time & Material
Range Hood Filter	**
Dishwasher Replacement	**
Dishwasher Repair	Time & Material
Kitchen Sink Stopper	**

Vinyl/Tile Replacement	**	Garbage Disposal-Replacement	**
Vinyl/Tile Repair	Time & Material	Garbage Disposal-Repair	Time & Material
		Oven Bulb Replacement	**
PLUMBING AND FIXTURES		DRYWALL & PAINTING:	
Toilet-Replace entire Toilet	\$150.00	Drywall Damage-Repair	Time & Material
Toilet Seat Replacement	\$20.00	Drywall Replacement	Time & Material
Toilet Cover Tank Top	**	Nail Hole Spackling (larger than 1" holes)	Time & Material
		Apartment Painting-Entire Unit	Time & Material
Toilet Paper Holder Replacement	\$20 each	Apartment Painting-Single Room, each	Time & Material
Toilet Stopped-Up	Time & Material	Apartment Painting-Second Coat	Time & Material
Toilet Flushing Assembly	Time & Material	Apartment Painting-Interior Doors	Time & Material
Toilet Repair	Time & Material	Apartment Painting-Exterior Doors	Time & Material
Bath Tub Faucet Replacement	Time & Material	Wallpaper Removal-Entire Wall	Time & Material
Bath Tub Faucet Repair	Time & Material	Wallpaper Removal-Border	Time & Material
Bath Tub Stopper Replacement	\$25.00		
Shower Head Replacement	\$25.00	ELECTRICAL:	
Shower Head Repair	Time & Material	Electric-Switch Plate Cover	\$3.00 each
Bathroom Vanity Replacement	\$175.00	Electric-Outlet Cover	\$5.00 each
Bathroom Vanity Repair	Time & Material	Electrical-System Repair	Time & Material
Bathroom Sink Replacement	N/A	Bulb Replacement, each	\$1.00 - \$10.00
Bathroom Sink Repair	Time & Material	Light Fixture Replacement	**
Kitchen Sink Faucet Replacement	\$30.00	Light Fixture Repair	**
Kitchen Sink Faucet Repair	Time & Material	Light Fixture Cover Replacement	**
Medicine Cabinet Replacement		Ceiling Fan Replacement	**
Medicine Cabinet Mirror Replacement	N/A	Ceiling Fan Repair	**
Bath Wall Mirror Replacement	N/A	HVAC Unit Repairs	**
Towel Bar Replacement	\$10.00	HVAC Thermostat Replacement	**
Damaged From Unreported Water Leaks	**	HVAC Thermostat Repair	**
Flooding Of Unit(s) Caused by Resident	**		
MISCELLANEOUS:		EXTERMINATING & SPECIAL TREATMENTS:	
Carbon Monoxide Detector-Replace	\$70.00	Exterminating	**
Smoke Detector-Replace	\$30.00	Exterminating-Extreme	**
Smoke Detector-Replace Battery	N/A	Special Carpet Treatment	**
Fire Prevention Kitchen Can-Replacement	N/A	Treatment for Bed Bugs	**
Fire Extinguisher	N/A		

**** Actual cost at the time of replacement**

◆Repair costs to include cost of materials plus labor.

◆Other items not listed will be charged at actual cost at time of replacement

This list establishes a schedule of standard deductions to be utilized by Owner in assessing charges against Resident(s) for damages to the apartment premises, with the exception of reasonable wear and tear. Owner reserves the right to assess against Resident(s), for such damages, the actual costs of materials and repairs, if there is a variance between this schedule and the actual bill for such materials and labor.

I/We acknowledge that I/We have read and received a copy of the Repair and Replacement Charges.

AGREED TO:

RESIDENT

DATE

RESIDENT

DATE

OWNER'S AUTHORIZED AGENT

DATE

APPENDIX G - Violence Against Women Act (VAWA)

SPECIAL PROGRAMS FOR VAWA

For program participants who participate in special programs such as the Maryland Safe at Home Program, Witness Protection, or any other protection program herein after to be referred as “protection programs,” RHE will comply with the requirements of the special program. In the event the voucher program regulations conflict with the protection program rules, RHE must follow the voucher program rules. It is up to each program participant to decide how to reconcile his/her voucher program participation with his/her participation in the protection program.

Regarding the Maryland Safe at Home Program or other protection program, RHE will not deviate from utilizing the P.O. Box provided. If the program participant wishes RHE to utilize a different address than the one provided by the special program, RHE will request that the tenant pick up the documents in person. RHE will not utilize an address provided by the Maryland Safe at Home Program or other special program, unless and until RHE receives written notification from the Maryland Safe at Home Program or other special program that the program participant is no longer participating in the Maryland Safe at Home Program or other special program.



ROCKVILLE HOUSING ENTERPRISES

EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

The Rockville Housing Enterprises (RHE) is concerned about the safety of its tenants, participants and applicants 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**), and any amendments thereto,¹ this plan specifies the process for victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer in RHE's Low- Income Public Housing, the Housing Choice Voucher Program (HCV), or the Project-Based Voucher (PBV) Program.² VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.³

Low Income Public Housing (LIPH)

Emergency VAWA Transfers

In accordance with the Violence Against Women Act (VAWA), RHE allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency **VAWA** transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.

The ability of RHE 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 RHE has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

¹ See Violence Against Women Act, Pub. L. No. 103-322, tit. IV, § 40302, 108 Stat. 1902, 1941-42 (1994) (codified as amended at 42 U.S.C. § 13925 and 42 U.S.C. § 14043e, *et seq.*).

² Despite the name of this law, **VAWA** protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

³ RHE cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

~U.S. Dept. Hous. & Urban Dev., Notice No. PIH 2017-08 Violence Against Women Reauthorization Act of 2013 Guidance (May 19, 2017), available at <https://portal.hud.gov/hudportal/documents/huddoc?id=17-08pihn.pdf>.

This Plan identifies tenants who are eligible for an emergency VAWA 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 low-rent public housing and assisted housing programs are in compliance with **VAWA**.

A. Eligibility for Emergency VAWA 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 **VAWA** transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence should the tenant remain 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 **VAWA** transfer.

A tenant requesting an emergency **VAWA** transfer must expressly request the transfer in accordance with the procedures described in this plan, the tenant's lease and relevant provisions in the Rockville Housing Enterprises Administrative Plan or Admissions and Occupancy Policy.

Tenants who are not in good standing may still request an emergency VAWA transfer if they meet the eligibility requirements in this section.

B. Emergency VAWA Transfer Requests and Documentation

To request an emergency VAWA transfer, the tenant shall notify the Rockville Housing Enterprises. All requests and documentation shall be forwarded to the Asset Manager for public housing or other RHE managed units or Voucher Program Manager for Housing Choice Voucher related transfers at RHE's Management Office located at 1300 Piccard Drive, Suite 203; Rockville, MD 20850. RHE will provide reasonable accommodations to this policy for individuals with disabilities.

Transfer Requests

The tenant must submit a written request for an emergency **VAWA** transfer. Tenants must use Form HUD-5383 or another form as specified by RHE's Management Office. Verbal statements or requests will not be accepted. The tenant's request for an emergency **VAWA** transfer should include either:

- A. A statement expressing and certifying 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 RHE's program; or
- B. A statement certifying 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.

Transfer Requests Documentation

Additionally, RHE will issue a written request requesting that the tenant submit documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Tenants may satisfy this request by providing any one of the following documents:

1. A complete HUD-approved certification form (Form HUD-5382) that documents an incident of domestic violence, dating violence, sexual assault, or stalking.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., recent police reports, recent protective orders, and recent restraining orders). Recent is defined as having occurred within the last 90 days.
3. A statement, signed by the tenant, and signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for **VAWA** protection.

If the tenant fails or refuses to provide one of these documents within fourteen (14) business days of the written request for documentation, RHE may deny the tenant's emergency VAWA transfer request. If conflicting information is provided, RHE reserves the right to request additional verification.

A participant may also submit a regular request to relocate for the voucher program which may be processed with the same expedited process as an emergency voucher issuance with less additional documentation required.

Confidentiality

RHE will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives RHE written permission to release the information on a one time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the

tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the *Notice of Occupancy Rights under the Violence Against Women Act For All Tenants* for more information about RHE's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

C. Emergency VAWA Transfer Timing and Availability

RHE Managed Units

RHE cannot guarantee that an emergency **VAWA** transfer request will be approved or how long it will take to process a **VAWA** transfer request. RHE will, however, act as quickly as possible to transfer a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. RHE may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish program and income eligibility for that unit.

If RHE has no safe and available units for which a tenant who needs an emergency transfer is eligible, RHE 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, RHE will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

RHE Public Housing tenants or RHEP- Scattered Site Project Based Voucher tenants who need to be relocated immediately, if there are no appropriately sized public housing or other RHEP -Scattered Project Based Voucher, RHE may issue the family a tenant-based voucher under the Emergency Voucher Provisions, based on the availability of tenant based vouchers.

Housing Choice Voucher Program (RHE)

D. Emergency Transfer Vouchers

In accordance with the Violence Against Women Act (**VAWA**), RHE allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer voucher entitling them to move to another unit. The ability to request a transfer voucher is available regardless of sex, gender identity, or sexual orientation. The ability of RHE to honor such requests for participants currently receiving assistance, however, may depend upon a preliminary determination

that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and if the victim requests to move outside of RHE's jurisdiction, the portability regulations apply.

This plan identifies participants who are eligible for an emergency transfer vouchers, the documentation needed to request an emergency transfer voucher, confidentiality protections, how an emergency transfer voucher may be provided, and guidance to participants 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),⁵ the Federal agency that oversees that RHE is in compliance with **VAWA**.

Eligibility for Emergency Transfer Vouchers

A RHE participant 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 voucher, if: the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant 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 voucher. RHE has discretion to determine which members of an assisted participant family continue to receive assistance in the program if the participant family breaks up. If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, RHE will ensure that the victim retains assistance.

A participant requesting an emergency transfer voucher must expressly request the transfer in accordance with the procedures described in this plan and relevant provisions in the Rockville Housing Enterprises Administrative Plan or ACOP including, but not limited to, Participants who are not in good standing may still request an emergency transfer voucher if they meet the eligibility requirements in this section.

E. Emergency Transfer Voucher Request Documentation

To request an emergency transfer voucher, the participant shall notify the RHE Office and submit a written request for a transfer voucher to RHE at 1300 Piccard Drive, Suite 203; Rockville, MD 20850. RHE will provide reasonable accommodations to this policy for individuals with disabilities.

Transfer Requests

The participant must submit a written request for an emergency transfer voucher. Participants may use Form HUD-5383 or another form as specified by RHE. Verbal statements or requests will not be accepted. The participant's written request for an emergency transfer voucher should include either:

1. A statement expressing and certifying that the participant reasonably believes that there is a

threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under the RHE; or

2. A statement certifying that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer voucher.

Transfer Requests Documentation

Additionally, RHE will issue a written request requesting that the participant submit documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Participants may satisfy this request by providing one of the following documents as described under 24 CFR 5.2007(b)(1):

1. A complete HUD-approved certification form (Form HUD-5382) that documents an incident of domestic violence, dating violence, sexual assault, or stalking.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., police reports, protective orders, and restraining orders).
3. A statement, signed by the tenant, and signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for **VAWA** protection.

If the participant fails or refuses to provide one of these documents within fourteen (14) business days of the written request for documentation, RHE may deny the participant's request for an emergency transfer voucher. If conflicting information is provided, RHE reserves the right to request additional verification.

Confidentiality

RHE will keep confidential any information that the participant submits in requesting an emergency transfer voucher, and information about the emergency transfer, unless the participant gives RHE 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 participant, 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. See the *Notice of Occupancy Rights under the*

Violence Against Women Act For All Participants for more information about RHE's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

F. Emergency Voucher Transfer Timing and Availability

RHE cannot guarantee that a transfer voucher request will be approved or how long it will take to process a transfer voucher request. RHE will, however, act as quickly as possible to issue a transfer voucher to a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit.

If the emergency voucher transfer request is approved, RHE will issue the voucher as soon as possible based on the household's current occupancy. Exceptions will be given if the perpetrator is in the household and the household size has decrease as a result of removing the perpetrator from the household.

If during the emergency transfer voucher issuance process, the head of household requests a change in household size not related to the removal of the perpetrator, including the addition of reasonable accommodations, additions to the household, or any other change that would affect the bedroom size of the voucher issued, the transfer will not be able to be completed in an expeditious and emergency fashion as staff have to validate the requested changes to the household size, and therefore the voucher issuance will not be considered an emergency.

In order to expedite the voucher issuance in an emergency transfer, RHE will forgo the traditional voucher briefing which by regulation must occur prior to the issuance of the voucher. However, the head of household must attend virtual voucher briefing within 21 calendar days of receiving the emergency transfer voucher. If the head of household does not attend the voucher briefing within 21 calendar days, the emergency transfer will be voided and a voucher will not be reissued until the virtual voucher briefing has occurred.

The voucher relocation packet forms must still be completed by households requesting an emergency voucher transfer. In order to expedite the voucher issuance in an emergency transfer, instead of requiring the forms be submitted to RHE prior to voucher issuance, RHE will give the household 14 calendar days to submit the relocation packet forms to the Voucher department. If the head of household does not submit the completed voucher relocation packet within 14 calendar days, the emergency transfer will be voided and a voucher will not be reissued until the relocation packet has been completed and submitted by the head of household.

RHE may assist the participant in identifying other housing providers who may have safe and available units

to which the participant could move. At the participant's request, RHE will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Project-Based Voucher Program

Project-based voucher (PBV) participants who are victims of domestic violence, dating violence, sexual assault, or stalking shall follow the procedure for requesting an emergency transfer as specified above for the Housing Choice Voucher Program (HCV). If a family has been residing in a RHE Owned and managed unit PBV unit for less than one year, the family may either: request to transfer to another Project-Based subsidized unit owned and managed by RHE or move to another property without the benefit of RHE's assistance. RHE property management will release the family from the lease agreement without penalty. For all other families, transfer requests are subject to PBV unit availability. Families will be placed on a waiting list.

If a family chooses to move without RHE's assistance or wishes to move sooner than assistance is available, at the participant's request, RHE will assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants and Participants

Pending processing of a transfer request or a transfer voucher request (for RHE participants only) and the actual transfer or transfer voucher (for RHE participants only), if it is approved and occurs, the tenant or participant is urged to take all reasonable precautions to be safe.

Tenants or participants 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 or Participants 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/>.

Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Housing Choice Voucher Program (HCV)

4907 Protections for Applicants and Participants Under the Violence Against Women Act

- 4907.1 In certain circumstances, as further explained below, applicants or participants may be afforded additional protections from RHE requirements and policies under the Violence Against Women Act (VAWA). RHE shall comply with the terms of VAWA.
- 4907.2 If a Family composition changes due to a member of the assisted Family engaging in criminal acts of physical violence against one or more other Family members or other people and the victim is part of the assisted Family, the perpetrator may not be considered a remaining Family member or an eligible Family member.
- 4907.3 In making its decision as to who retains assistance, RHE shall consider all credible evidence, including, but not limited to, a signed certification, HUD Form-50066, or other documentation of abuse submitted to RHE by the victim in accordance with VAWA.
- 4907.4 Pursuant to 24 C.F.R. § 5.2005(c) the denial of continued RHE assistance to a Family member who engages in criminal acts of violence against Family members or others shall be considered a form of termination of the individual Family member.
- 4907.5 Pursuant to 24 C.F.R. § 5.2005, criminal activity directly related to intrafamily violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.
- 4907.6 Notwithstanding§ 4907.5, an owner may still evict a tenant for a lease violation unrelated to domestic violence, provided that the owner does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or terminate the tenancy.
- 4907.7 A victim of domestic violence, sexual violence, dating violence, or stalking who is absent for more than one hundred twenty (120) days may still be considered a Family member based on documentation that the victim is expected to return to the Family in a reasonable time if the victim provides RHE documentation from a social worker, police officer, shelter, or other qualified agency regarding the incident or incidences of domestic violence and current housing arrangements for the applicant Family.

- 4907.8 If a Family or Family member participant who has been a victim of domestic violence, dating violence, or stalking by an individual, the participant may port to another PHA
- 4907.9 If a Family or Family member participant who has been the victim of domestic violence, dating violence, stalking, sexual assault, or an intrafamily offense moves in violation of the lease, RHE shall not terminate assistance if the move was related to the act.
- 4907.10 A Family may document an incident or incidences of domestic violence, dating violence, or stalking as follows:
- (a) The HUD-approved certification HUD Form-50066;
 - (b) Federal, state, tribal, territorial, or local police record;
 - (c) Documentation signed by an employee, agent, or volunteer of a victim service provider or an attorney or medical provider from whom the victim has sought assistance in the situation; or
 - (d) Other acceptable documentation in order to verify the Family's claim of domestic violence, sexual violence, dating violence, or stalking.
- 4907.11 RHE shall keep such information confidential in accordance with VAWA and its implementing regulations.
- 4907.12 If RHE receives conflicting certification documents of domestic violence from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, RHE may determine which Family member is the true victim by requiring third-party documentation in accordance with VAWA and its implementing regulations.

MONTGOMERY COUNTY

Advocates for Survivors of Torture & Trauma

431 E. Belvedere Avenue
Baltimore, MD 21210

410-464-9006

Fax: 410-464-9010

Provides victims of rape and sexual assault with counseling, information and referral and crisis intervention.

Alternative Community Services

12500 Ardennes Avenue, Door C
Rockville, MD 20852

MF 8am-4pm: 240-777-5409

Fax: 240-777-5440

Provides court-ordered community services.

The Affiliated Sante Group & Rock Creek Foundation

72961 Eastern Avenue
Silver Spring, MD 20910

MF 9am-5pm: 301-589-2303

Provide psychotherapy for abused children and their families and to adults abused as children.

Provides counseling to battered spouses and has Parents Anonymous groups for parents and their children.

Court Appointed Special Advocates of Montgomery

1010 Gradin Avenue, #12
Rockville, MD 20851

301-340-7458 ex.205

Fax: 301-340-7458

Provides victims of child physical abuse and child sexual abuse/assault with information and referral and legal accompaniment.

Crime Solvers of Montgomery County, MD, Inc.

P.O. Box 8625
Gaithersburg, MD 20898-8625

301-217-2255

National Clearinghouse for Alcohol and Drug Information

P.O. Box 2345
11426 Rockville Pike, Suite 200
Rockville, MD 20847-2345

24 hours: 800-729-6686

TDD: 800-487-4889

Montgomery County Government

Department of Health and Human Services-Information & Assistance Unit

240-777-1245

Department of Health and Human Services

Abused Persons Program

1301 Piccard Drive, Suite 4100
Rockville, MD 20850

MF 9am-5pm: 240-777-4195

Fax: 240-777-4860

24 Hour Hotline: 240-777-4673

Provides counseling, information and referral, transitional housing, psychiatric evaluation, treatment and consultation, educational and support groups. Victim assistance and educational programs available. Crisis Center open 24 hours for walk-in or phone counseling.

Addiction and Mental Health Services

Screening and Assessment for Children & Adolescents: 240-777-1430

Adult Mental Health Access Team: 240-777-1770

Adult Outpatient Addiction Services: 240-777-1680

Provides outpatient mental health treatment for adults and children with serious mental illness.

Child Abuse and Neglect Reporting Line

1301 Piccard Drive
Rockville, MD 20850

24 hours: 240-777-4417

Fax: 240-777-4258

Investigates reports of child abuse and neglect to ensure the safety of children.

Crisis Center

1301 Piccard Drive, 1st floor
Rockville, MD 20850

240-777-4000

Provides 24-hour walk-in and telephone crisis services, including crisis counseling, brief crisis stabilization and help in obtaining services for individuals and families in a situational or mental health crisis.

Disability Resources

401 Hungerford Drive, 4th Floor
Rockville, MD 20850

MF 830am-5pm: 240-777-3000

Fax: 240-777-1495

Social Services-Income Support Services (3 locations)

1301 Piccard Drive, 2nd fl.
Rockville, MD 20850

12900 Middlebrook Road

Germantown, MD 20874

8818 Georgia Avenue
Silver Spring, MD 20910

MF 8am-5pm: 240-777-1245

TTY: 240-777-1295

Provides services; including Income Supports, Rental Assistance, Energy Assistance and Emergency Services.

Victim Assistance and Sexual Assault Program

1301 Piccard Drive, Suite 4100

Rockville, MD

MF 9am-8pm: 240-777-1355

www.montgomerycountymd.gov/vasap

Fax: 240-777-1329

24-Hour Hotline: 240-777-4357

Provides information, referral, advocacy and ongoing counseling support and compensation services for victims of crime, including children and adults victimized by rape, sexual assault, and to women or men who have been victims of childhood sexual abuse.

Montgomery County Commission for Women

401 N. Washington Street, Suite 100

Rockville, MD 20850

240-777-8330

Fax: 301-279-1318

Community Ministries of Montgomery County & Rockville

114 West Montgomery Avenue

Rockville, MD 20850-4213

MF 9am-5pm: 301-762-8682

Fax: 301-762-2939

Family Services Agency, Inc.

620 East Diamond Avenue, Suite J

Gaithersburg, MD 20877

MF 8am-5pm: 301-840-2000

Human Relations Commission

21 Maryland Avenue, Suite 330

Rockville, MD 20850

MF 830am-5pm: 240-777-8450

Fax: 240-777-8460

Jewish Social Service Agency (2 locations)

6123 Montrose Road

Rockville, MD 20852

MF 9am-5pm: 301-881-3700

TTY: 301-984-5662

Fax: 301-770-0901

11-B Firstfield Road

Gaithersburg, MD 20878

MF 9am-5pm: 301-990-6880

Department of Juvenile Services (2 locations)

8605 Cameron Street, Suite 502
Silver Spring, MD 20910

MF 8am-5pm: 301-650-6760
Fax: 301-587-5601

7300 Calhoun Place
Rockville, MD 20855

MF 8am-5pm: 301-279-1580

Provides case status information and monitors collection and disbursement of restitution in juvenile cases.

Juvenile Justice Clearinghouse

NCJRS

P.O. Box 6000

Rockville, MD 20849-6000

MF 830am-7pm: 800-851-3420

Karma Academy for Boys

Corporate Office Location

20528 Boland Farm Road, Suite 101

Germantown, MD 20876

MF 9am-5pm: 240-686-0707

Fax: 240-686-0711

Residential Location

175 Watts Branch Parkway

Rockville, MD 20850

24 hours: 301-340-8880

Fax: 301-340-8882

Residential treatment program for boys 13-18 who are emotionally disturbed, sexually or physically abused or "out of parental control." Provides group family counseling and group psychotherapy, confrontation groups, chemical dependency groups, and Alcohol Anonymous and Narcotics Anonymous. Also provides therapy for sex offenders in the age group.

Lawyer Referral Service

Bar Association of Montgomery County

27 West Jefferson Street

Rockville, MD 20850

MF 9am-5pm: 301-424-3454

www.barmont.org

Fax: 301-217-9327

Pro Bono Project, MR 10am-12pm: 301-424-7651, 7652

Provides client referrals to lawyers who charge \$40.00 at time of service for a 40 minute consultation. They also provide a reduced fee clients and a Pro Bono Project which provides free legal service for qualifying low income individuals in the areas of spouse abuse, divorce, criminal law, bankruptcy law, and immigration law.

Legal Aid, Inc.

Calvert Building

6811 Kenilworth Avenue, Suite 500

Riverdale, MD

301-927-2101

Fax: 301-927-4258

Parole and Probation (3 locations)

979 Rollins Avenue
Rockville, MD 20851

MF 8am-5pm: 301-998-6700

8552 Second Avenue 1st Floor
Silver Spring, MD 20910

MF 8am-5pm: 301-563-8620

7871 Beechcraft Avenue, Suite 200
Gaithersburg, MD 20877

MF 8am-5pm: 240-386-2600

The Pro Bono Counseling Project

131 West Quadrangle
2 Hamill Road
Baltimore, MD 21210
www.probonocounseling.org

MF 9am-5pm: 410-323-5800
301-805-8191
Toll-Free 877-323-5800
Fax: 410-323-5876

Provides free mental health care with licensed therapists for low-income and uninsured families and individuals; particularly victims of violent crimes.

State's Attorney's Office

50 Maryland Avenue, 5th Floor
Rockville, MD 20850

MF 8am-530pm: 240-777-7300
TTY: 240-777-7455
Fax: 240-777-7413

Victim/Witness Coordinator

50 Maryland Avenue, 5th Floor
Rockville, MD 20850

MF 8am-530pm: 240-777-7428
Paula Slan (supervisor): 240-777-7384
Delores Briceno: 240-777-7444
Ethel Burnett: 240-777-7332
Rebecca Marcolini: 240-777-7370
Djoharia "Jo" Pfahler (Juvenile Court): 240-777-7300

Provides pre-trial information and accompaniment for witnesses and victims through court proceedings and gives referrals to outside service providers.

POLICE (All Emergencies Dial 911)

Montgomery County Police Department-Headquarters

2350 Research Boulevard
Rockville, MD 20850

MF 8am-5pm: 240-773-5000
Information & Support Services Division: 301-279-8000

Bethesda District - 2nd District

7359 Wisconsin Avenue

Bethesda, MD 20814

24 hours: 301-652-9200

Community Relations and Crime Prevention/School Program - Headquarters

9125A Gaither Road

Gaithersburg, MD 20877

MF 8am-5pm: 301-840-2881

Germantown District - 5th District

20000 Aircraft Drive

Germantown, MD 20874

24 hours: 301-840-2650

Silver Spring District - 3rd District

801 Sligo Avenue

Silver Spring, MD 20910

24 hours: 301-565-7740

Wheaton/Glenmont District - 4th District

2300 Randolph Road

Wheaton, MD 20902

24 hours: 240-773-5500

Montgomery Village/Gaithersburg District - 6th District

18749F N. Frederick Road

Gaithersburg, MD 20879

240 773-5704

Family Crimes Division

7300 Calhoun Place, Suite 300

Rockville, MD 20855

24 hours: 240-773-5400

Chevy Chase Village Police Department

5906 Connecticut Avenue

Chevy Chase, MD 20815

24 hours: 301-654-7302

Gaithersburg Police Department

14 Fulks Corner Avenue

Gaithersburg, Maryland 20877

24 hours: 301-258-6400

Fax: 301-258-6410

Maryland National Capital Park Police

12751 Layhill Road

Silver Spring, MD 20906

Routine Inquiries: 301-949-8010

Emergencies: 301-949-3010

Rockville Police Department

111 Maryland Avenue

Rockville, MD 20850

Rockville Police Emergency: 301-340-7300

Non-emergency: 240-314-8900

Takoma Park Police Department

7500 Maple Avenue
Takoma Park, MD 20912

Suspicious activity: 301-270-1100
Non-Emergency: 301-891-7102

Montgomery County Sheriff's Office

50 Maryland Avenue
Rockville, MD 20850

MF 8am-430pm: 240-777-7000
Domestic Violence: 240-777-7016
Fax: 240-777-7148

Domestic violence and Fugitive sections open 24 hours. Domestic violence section is responsible for service of all peace and protective orders. Victim case coordination services also available.

Maryland State Police

Barrack "N" Rockville
7915 Montrose Road
Rockville, MD 20854

24 hours: 301-424-2101

HOSPITALS**Holy Cross Hospital of Silver Spring**

1500 Forest Glen Road
Silver Spring, MD 20910

24 hours: 301-754-7000

Provides emergency and various social services, pastoral care and high-risk pregnancy clinic.

Montgomery General Hospital

18101 Prince Philip Drive
Olney, MD 20832

24 hours: 301-774-8882

www.montgomerygeneral.com

Provides emergency services, social services, pastoral care, and 24 hour crisis intervention services.

Shady Grove Adventist Hospital

9901 Medical Center Drive
Rockville, MD 20850-3357

24 hours: 301-315-3030

SAFE Coordinator: Heidi Bresee 301-279-6225

www.adventisthealthcare.com/sgah

Provides emergency services, physician referral, physical therapy, alcohol abuse treatment, and a 24 hour chaplain on-call.

Suburban Hospital Association

8600 Old Georgetown Road
Bethesda, MD 20814

24 hours: 301-896-3100

Provides emergency services, shock trauma, and patient-family services and counseling.

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

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

OMB Approval No. 2577-0249

Exp. (07/31/2017)

Purpose of Form: The Violence Against Women Reauthorization Act of 2013 ("VAWA") protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

Use of Form: This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as "Victim") has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

Confidentiality: All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL
ASSAULT, OR STALKING:**

Date Written Request Received by Victim: _____

Name of Victim: _____

Names of Other Family Members Listed on the Lease: _____

Name of the Perpetrator*: _____

***Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

Perpetrator's Relationship to Victim: _____

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
Occurred:** _____

Location of Incident(s): _____

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature _____ Executed on (Date) _____

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

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

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Rockville Housing Enterprises

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.²

The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that Rockville Housing Enterprises is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance under either the **Housing Choice Voucher, Project-Based Voucher, or Section 8 Programs**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under the **Housing Choice Voucher, Project-Based Voucher, or Section 8 Programs**, you may not be denied assistance, terminated from participation, or be

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the **Housing Choice Voucher, Project-Based Voucher, or Section 8 Programs**, solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

RHE may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If RHE chooses to remove the abuser or perpetrator, RHE may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, RHE must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA or find alternative housing.

In removing the abuser or perpetrator from the household, RHE must follow federal, state, and local eviction procedures. In order to divide a lease, RHE may, but is not required to, ask you for

documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, RHE may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, RHE may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer, you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

RHE will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

RHE's emergency transfer plan provides further information on emergency transfers, and RHE must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

RHE can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from RHE must be in writing, and RHE must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. RHE may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to RHE as documentation. It is your choice which of the following to submit if RHE asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by RHE with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that RHE has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, RHE does not have to provide you with the protections contained in this notice.

If RHE receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), RHE has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, RHE does not have to provide you with the protections contained in this notice.

Confidentiality

RHE must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

RHE must not allow any individual administering assistance or other services on behalf of RHE (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable federal, state, or local law.

RHE must not enter your information into any shared database or disclose your information to any other entity or individual. RHE, however, may disclose the information provided if:

- You give written permission to RHE to release the information on a time limited basis.
- RHE needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires RHE or your landlord to release the information.

VAWA does not limit RHE's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, RHE cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if RHE can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If RHE can demonstrate the above, RHE should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other federal laws, as well as under state and local laws.

Non-Compliance with The Requirements of This Notice

You may report RHE violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the HUD Baltimore Field Office at (410) 962-2520 or MDwebmanager@hud.gov.

For Additional Information

You may view a copy of HUD's final VAWA rule [Docket No. FR-5720-F-03] at <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>.

Additionally, RHE must make a copy of HUD's VAWA regulations available to you if you ask to see them.

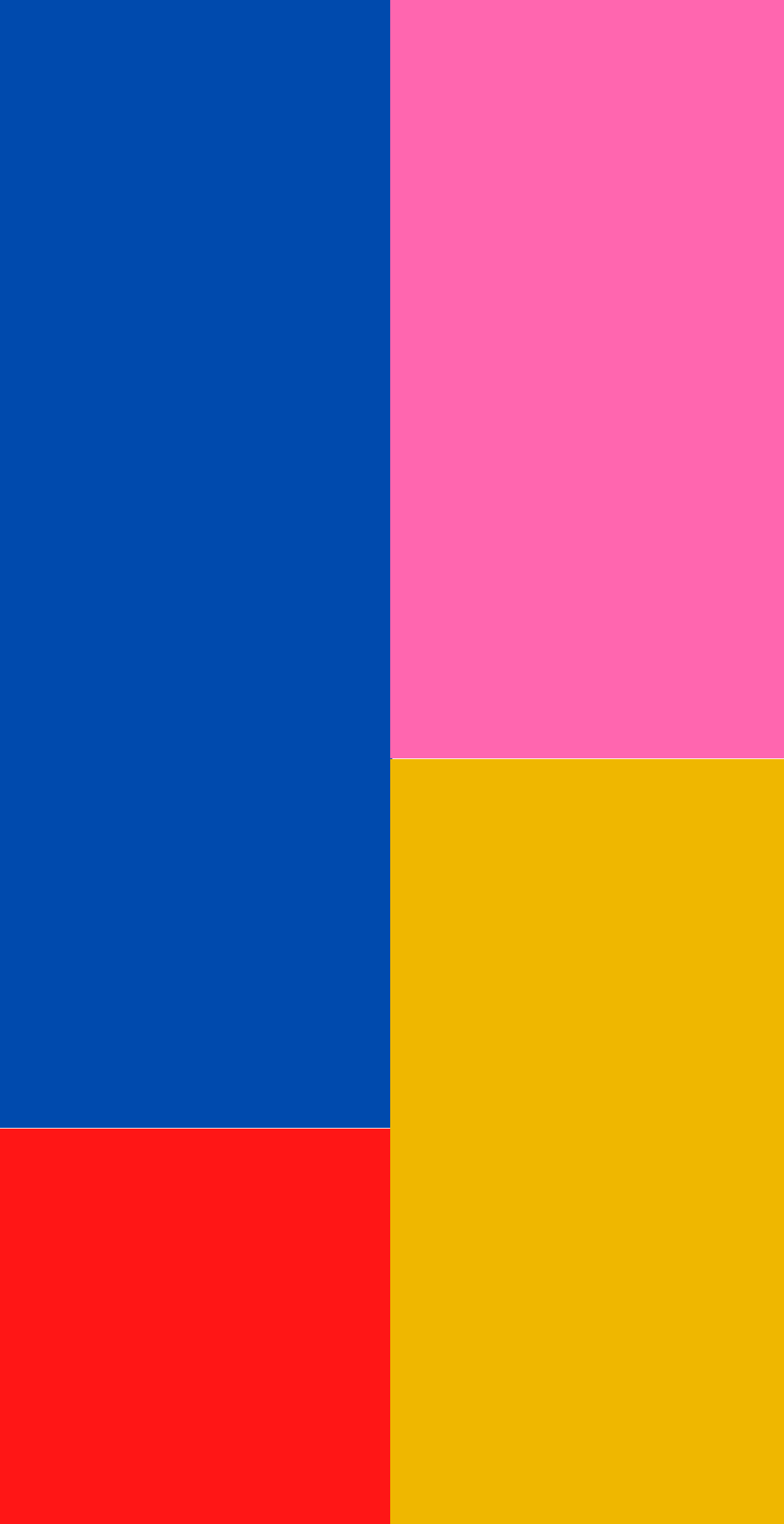
For questions regarding VAWA, please contact RHE at (301) 424-6265 or 1300 Piccard Dr. Ste 203, Rockville, Maryland 20850.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the resources contained in the RHE Administrative Plan.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault and for victims of stalking seeking help, you may contact the resources contained in the RHE Administrative Plan.

SECTION 5



SECTION 5

ROCKVILLE HOUSING ENTERPRISES

SINGLE AUDIT

FYE 9-30-2022

ROCKVILLE HOUSING ENTERPRISES

**FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION
WITH INDEPENDENT AUDITOR'S REPORT**

YEAR ENDED SEPTEMBER 30, 2022

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INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Rockville Housing Enterprises
Rockville, Maryland

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Rockville Housing Enterprises (the Authority) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2022, and the changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of RELP One, LP, which represents 13% and 4%, respectively, of the assets and revenues of the Authority. Those statements were audited by other auditors whose report has been furnished to us and our opinion, insofar as it relates to the amounts included for this entity, is based solely on the report of the other auditors.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2022 the Authority adopted new accounting guidance, *GASBS No. 87, Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 5 - 10 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedure did not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Financial Data Schedule and Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Financial Data Schedule, and Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 26, 2022 on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Rubins & Company". The signature is written in a cursive, flowing style.

Bethesda, Maryland
June 26, 2023

ROCKVILLE HOUSING ENTERPRISES
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) (UNAUDITED)
September 30, 2022

Management's Discussion and Analysis

The management of the Rockville Housing Enterprises (the "Authority" or "RHE") offers the readers of the Authority's financial statements this narrative overview and analysis of the Authority's financial activities for the year ended September 30, 2022. This discussion and analysis is designed to assist the reader in focusing on significant financial issues, provide an overview of the Authority's financial activity, identify changes in the Authority's financial position, and identify individual program issues or concerns. Readers should consider the information presented here in conjunction with the Authority's financial statements to obtain a full understanding of its financial position.

This management's discussion and analysis is presented in accordance with the requirements of the Governmental Accounting Standards Board Statement No. 34 ("GASB 34") to allow the reader to gain an adequate understanding of the Authority's annual operating results and financial position as of September 30, 2022.

Questions concerning the information provided in this discussion or requests for additional information should be addressed to the Authority's Executive Director, at 1300 Piccard Drive, Suite 203, Rockville, Maryland 20850.

Financial Highlights

- The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by \$15,046,796 (net position) as compared to \$6,029,216 for the prior fiscal year.
- The Authority's cash and investments balance as of September 30, 2022 was \$1,580,790 representing a decrease of \$570,354 or 26.51% from September 30, 2021.
- The Authority had total revenues of \$22,516,388 and total expenses of \$13,498,808 for the year ended September 30, 2022.

Overview of the Financial Reports

The following outline describes the integral parts of this financial presentation and is a guideline for understanding its components:

- I. Management's Discussion and Analysis (MD&A) - Serves as an introduction to the Authority's basic financial statements
- II. Basic Financial Statements - Authority-wide financial statements and notes to the financial statements
- III. Other Supplementary Information

ROCKVILLE HOUSING ENTERPRISES
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) (UNAUDITED)
September 30, 2022

Overview of the Financial Reports (continued)

The financial statements in this report are those of a special purpose governmental entity engaged in a business type activity. The following statements are included:

- Statement of Net Position – presents information about the Authority's assets and liabilities and is similar to a balance sheet. The Statement of Net Position reports all financial and capital resources for the Authority. The statement is presented in the format where assets, minus liabilities, equal "Net Position", formerly known as equity. Assets and liabilities are presented in order of liquidity and are classified as "current" (convertible to cash within one year), and "non-current." Increases or decreases in net position will serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating.
- Statement of Revenues, Expenses and Changes in Net Position – reports the Authority's revenues by source and type and its expenses by category to substantiate the change in net position for the fiscal year.
- Statement of Cash Flows – discloses net cash provided by, or used for operating activities, non-capital financing activities, and capital and related financing activities.

Our analysis of the Authority as a whole follows with the most important question, "Has the Authority's financial health improved or worsened as a result of the year's activities?" The following analysis of entity-wide net position, revenues, and expenses is provided to assist with answering the above question. This analysis includes all assets and liabilities using the accrual method of accounting, which recognizes revenue when earned and expenses when incurred regardless of when cash is received or paid.

Analysis of Authority-wide Net Position (Statement of Net Position)

Rockville Housing Enterprises						
Comparative Statement of Net Position						
	2022		2021		Total Change	% Change
Cash & Investments	\$	1,580,790	\$	2,151,144	\$ (570,354)	-26.51%
Other Current Assets		1,010,362		1,078,267	(67,905)	-6.30%
Capital Assets		17,982,273		2,620,413	15,361,860	586.24%
Other Noncurrent Assets		994,981		992,960	2,021	0.20%
Total Assets	\$	21,568,406	\$	6,842,784	\$ 14,725,622	215.20%
Current Liabilities	\$	645,092	\$	201,073	\$ 444,019	220.82%
Noncurrent Liabilities		5,876,518		612,495	5,264,023	859.44%
Total Liabilities		6,521,610		813,568	5,708,042	701.61%
Investment in Capital Assets		12,290,721		2,329,133	9,961,588	427.70%
Restricted		800,539		750,000	50,539	6.74%
Unrestricted		1,955,536		2,950,083	(994,547)	-33.71%
Total Net Position		15,046,796		6,029,216	9,017,580	149.56%
Total Liabilities & Net Position	\$	21,568,406	\$	6,842,784	\$ 14,725,622	215.20%

ROCKVILLE HOUSING ENTERPRISES
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) (UNAUDITED)
September 30, 2022

Analysis of Authority-wide Net Position (Statement of Net Position)

Total assets increased by \$14,725,622 or 215.20%. This increase was mainly due to the absorption of RELP One LP by RHE Corp Inc., primarily its capital assets.

Total liabilities increased by \$5,708,042 or 701.61%. This increase was mainly due to the absorption of RELP One LP by RHE Corp, Inc., primarily its debt.

Total Net Position increased by \$9,017,580 or 149.56%, which is outlined in detail on the Statement of Revenues, Expenses and Changes in Net Position. This increase was mainly due to the result of current year operations and the net position increase caused by the absorption of RELP One LP by RHE Corp Inc.

Analysis of Authority-Wide Revenue and Expenses (Statement of Revenues, Expenses and Change in Net Position)

The following table illustrates changes in revenues and expenses from FY 2021 to FY 2022:

Rockville Housing Enterprises				
Comparative Statement of Revenues, Expenses and Changes in Net Position				
	2022	2021	Total Change	% Change
Revenue				
Tenant revenue	\$ 1,412,541	\$ 627,518	\$ 785,023	125.10%
Grant funding	7,722,745	8,055,052	(332,307)	-4.13%
Interest income	1,615	11	1,604	14581.82%
Other income	3,618,755	2,715,333	903,422	33.27%
Change in reporting entity	9,760,732	-	9,760,732	100.00%
Total Revenue	22,516,388	11,397,914	11,118,474	97.55%
Expenses				
Administration	1,451,709	1,687,201	(235,492)	-13.96%
Tenant services	23,997	32,797	(8,800)	-26.83%
Utilities	310,054	211,055	98,999	46.91%
Maintenance	466,581	470,176	(3,595)	-0.76%
General expense	750,298	151,788	598,510	394.31%
Housing assistance payments	9,717,989	8,113,947	1,604,042	19.77%
Depreciation	538,665	234,814	303,851	129.40%
Interest	239,515	15,835	223,680	1412.57%
Total Expenses	13,498,808	10,917,613	2,581,195	23.64%
 Change in Net Position	 9,017,580	 480,301	 8,537,279	 1777.49%
Beginning Net Position	6,029,216	5,548,915	480,301	8.66%
Ending Net Position	\$ 15,046,796	\$ 6,029,216	\$ 9,017,580	149.56%

The federal government continued to fund operating grants at a level below total eligibility for the period ended September 30, 2022. With no signs of improvement in federal funding or economic conditions in the foreseeable future, the Authority is using proactive measures to review staff responsibilities and implementing cost management strategies. The Authority continuously looks for new ways to improve operations, control costs, maximize effectiveness, and demonstrate accountability.

ROCKVILLE HOUSING ENTERPRISES
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) (UNAUDITED)
September 30, 2022

Analysis of Authority-Wide Revenue and Expenses (Statement of Revenues, Expenses and Change in Net Position) (continued)

During the year, total revenue increased by \$11,118,474 or 97.55%. Tenant revenue increased by \$785,023 or 125.10%. Total grant revenue decreased by \$332,307 or 4.13%. Other revenue increased by \$903,422 or 33.27%. RHE's blended component unit, RHE Corp, purchased 100% ownership of RELP One LP, resulting in an increase to net position of \$9,760,732.

Total expenses increased by \$2,581,195 or 23.64%. Administrative costs decreased by \$235,492 or 13.96%. Utilities increased by \$98,999 or 46.91%. Housing assistance payments increased by \$1,604,042 or 19.77%. Depreciation expense increased by \$303,851 or 129.40%. General expenses increased by \$598,510 or 394.31%. Interest expense increased by \$223,680, or 1412.57%.

Capital Assets

Rockville Housing Enterprises
Comparative Statement of Capital Assets

	<u>2022</u>		<u>2021</u>		<u>Total Change</u>		<u>% Change</u>
Land	\$ 3,386,940	\$	425,575	\$	2,961,365		695.85%
Buildings & improvements	26,158,448		12,242,842		13,915,606		113.66%
Right to use asset	822,004		-		822,004		100.00%
Furniture & equipment	536,259		320,849		215,410		67.14%
Infrastructure	7,093		7,093		-		0.00%
Construction in progress	448,838		-		448,838		100.00%
	31,359,582		12,996,359		18,363,223		141.30%
Accumulated depreciation	(13,377,309)		(10,375,946)		(3,001,363)		28.93%
Total Capital Assets	\$ 17,982,273	\$	2,620,413	\$	15,361,860		586.24%

Debt Outstanding

As of the year-end, the Authority had outstanding debt of \$5,691,552 which was an increase of \$5,400,272 from last year's balance of \$291,280. There were no new debt obligations during the current year but the Authority did absorb RELP One LP 's debt as well as implementation of GASBS No. 87, resulting in a beginning lease liability of \$822,004.

ROCKVILLE HOUSING ENTERPRISES
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) (UNAUDITED)
September 30, 2022

Economic Factors

Several significant economic factors are present that may impact the Authority in the future.

- Congressional funding of the Department of Housing and Urban Development, including any subsidy proration.
- The expiration of the frozen formula income provision has substantially decreased operating subsidy eligibility.
- Local inflationary, recessionary, and employment trends, which can affect resident incomes and therefore the amount of rental income.
- Inflationary pressure on utility rates, supplies and other costs.
- Health care and other insurance costs are expected to increase dramatically over the next several years especially due to the Affordable Care Act.

Financial Contact

Questions concerning any of the information provided in this Management's Discussion & Analysis should be addressed to:

Jessica Anderson, Executive Director
Rockville Housing Enterprises
1300 Piccard Drive, Suite 203
Rockville, MD 20850
(301) 424-6265

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF NET POSITION
September 30, 2022

ASSETS

Current assets

Cash and cash equivalents, unrestricted	\$ 367,184
Cash and cash equivalents, restricted	1,184,613
Investments, unrestricted	28,993
Accounts receivable, net	608,392
Related party notes receivable, current	342,943
Prepaid expenses and other current assets	<u>59,027</u>

Total current assets	<u>2,591,152</u>

Noncurrent assets

Capital assets	
Land	3,386,940
Buildings and improvements	26,158,448
Right to use asset	822,004
Furniture and equipment	536,259
Infrastructure	7,093
Construction in progress	448,838
Less: Accumulated depreciation	<u>(13,377,309)</u>

Total capital assets	<u>17,982,273</u>

Notes receivable, noncurrent	<u>994,981</u>

Total noncurrent assets	<u>18,977,254</u>

TOTAL ASSETS	<u><u>\$ 21,568,406</u></u>

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

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF NET POSITION
September 30, 2022

LIABILITIES AND NET POSITION

Current liabilities

Accounts payable	\$ 123,734
Accrued liabilities	103,564
Accrued compensated absences, current	5,781
Tenant security deposits	76,806
Unearned revenue	84,605
Current portion of long-term debt	82,421
Current portion of lease liability	91,911
Other current liabilities	<u>76,270</u>

Total current liabilities	<u>645,092</u>

Noncurrent liabilities

Long-term debt, net of current	4,843,969
Lease liability, net of current	673,251
Accrued compensated absences, noncurrent	52,030
Other noncurrent liabilities	<u>307,268</u>

Total noncurrent liabilities	<u>5,876,518</u>

Total liabilities	<u>6,521,610</u>

Net position

Net investment in capital assets	12,290,721
Restricted net position	800,539
Unrestricted net position	<u>1,955,536</u>

Total net position	<u>15,046,796</u>

TOTAL LIABILITIES AND NET POSITION	<u><u>\$ 21,568,406</u></u>

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

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Year ended September 30, 2022

Operating Revenues

Dwelling rent	\$ 1,412,541
Government grants and subsidy	7,575,745
Other operating income	<u>3,618,755</u>

Total operating revenues	<u>12,607,041</u>

Operating Expenses

Administration	1,451,709
Tenant services	23,997
Utilities	310,054
Maintenance and operations	466,581
General expense	750,298
Housing assistance payments	9,717,989
Depreciation	<u>538,665</u>

Total operating expenses	<u>13,259,293</u>

Net operating income (loss)	<u>(652,252)</u>

Non-operating revenues (expenses)

Investment income	1,615
Interest expense	<u>(239,515)</u>

Total non-operating revenues (expenses)	<u>(237,900)</u>

Government capital grants	147,000
Change in reporting entity	<u>9,760,732</u>

Change in net position	<u>9,017,580</u>

Net position, beginning of period	<u>6,029,216</u>

Net position, end of period	<u><u>\$ 15,046,796</u></u>

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

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF CASH FLOWS
Year ended September 30, 2022

Cash flows from operating activities

Receipts from tenants	\$ 1,362,520
Proceeds from other governments - operations	7,575,959
Other income receipts	3,559,398
Payments to suppliers	(1,665,106)
Payment to housing assistance	(9,717,989)
Payment to employees	(1,177,439)
Net cash provided (used) by operating activities	<u>(62,657)</u>

Cash flows from capital and related financing activities

Proceeds from other governments - capital	211,299
Principal payments on mortgage and notes payable	(61,650)
Interest payments on mortgage and notes payable	(198,149)
Purchase of capital assets	(742,966)
Net cash provided (used) by investing activities	<u>(791,466)</u>

Cash flows from investing activities

Payments on notes receivable, net	(9,059)
Purchase of investments, net	(28,333)
Increase in cash from change in reporting entity	226,198
Security deposits and escrows receipts, net	64,355
Interest received on notes receivable	1,615
Net cash provided (used) by capital and related financing activities	<u>254,776</u>

NET INCREASE (DECREASE) IN CASH (599,347)

CASH AND CASH EQUIVALENTS, beginning 2,151,144

CASH AND CASH EQUIVALENTS, ending \$ 1,551,797

**RECONCILIATION OF CASH AND CASH EQUIVALENTS PER STATEMENT
OF CASH FLOWS TO THE STATEMENT OF NET POSITION**

Cash and Cash Equivalents - Unrestricted	\$ 367,184
Cash and Cash Equivalents - Restricted	<u>1,184,613</u>
Cash and Cash Equivalents per Statement of Net Position	<u><u>\$ 1,551,797</u></u>

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

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF CASH FLOWS
Year ended September 30, 2022

Reconciliation of net operating income (loss) to net cash provided (used) by operating activities

Net operating income (loss)	\$	(652,252)

Adjustments to reconcile net operating income (loss) to net cash provided by (used) operating activities:

Depreciation		538,665

Changes in operating assets and liabilities

Decrease (increase) in accounts receivable		(150,858)
Decrease (increase) in prepaid expenses		(261)
Increase (decrease) in accounts payable		89,089
Increase (decrease) in accrued liabilities		5,634
Increase (decrease) in accrued compensated absences		(16,855)
Increase (decrease) in unearned revenue		47,911
Increase (decrease) in other current liabilities		76,270

Net cash provided (used) by operating activities	\$	<u>(62,657)</u>

NONCASH INVESTING, CAPITAL, AND FINANCIAL ACTIVITY

Right to use asset	\$	822,004
Lease liability	\$	822,004

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

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

1. ORGANIZATION

Rockville Housing Enterprises (the Authority or RHE) is a public body and a body corporate and politic organized under the laws of the state of Maryland for the purpose of providing adequate housing for qualified low-income individuals. The Authority is governed by a board of commissioners appointed by the mayor of the city of Rockville, Maryland, subject to approval by the City Council, and has substantial autonomy. Additionally, the Authority has entered into annual contribution contracts with the U. S. Department of Housing and Urban Development (“HUD”) to be the administrator of the housing and housing-related programs described herein.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Rockville Housing Enterprises have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the Authority are described below.

A. Reporting Entity

In determining how to define the reporting entity, management has considered all potential component units by applying the criteria established by the GASB. Based on these criteria, the following entities are included in the accompanying financial statements as blended component units as of and for the year ended December 31, 2021:

RHE Properties, Inc. - Established by Rockville Housing Enterprises to account for properties purchased and other future non-subsidies properties.

Rockville Housing Enterprises Corporation (RHE Corporation) – A not-for-profit corporation established to be the general partner in RELP One, LP.

RHE Fireside Park, Inc. – A not-for-profit corporation established to be the general partner in FPA, LP.

RELP One, LP - This is a limited partnership formed for the purpose of acquiring Moderately Priced Dwelling Units (MPDU). RHE Corporation is the general partner and the Authority is entitled to its respective share of annual operating income or loss. The Authority had a .01% interest in the equity. Effective December 3, 2021, Transamerica Life Insurance Company assigned its 99.98% ownership interest, rights, and obligations to RHE Corporation as evidenced by an executed Agreement for Purchase and Sale of Partnership Interest dated December 3, 2021. RHE Corporation is wholly owned by RHE. The executed agreement resulted in an increase to net position of \$9,760,732 and is reflected as a ‘change in reporting entity’ in the statement of revenues, expenses, and changes in net position.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

A. Reporting Entity (continued)

A joint venture is a legal entity or other organization that results from a contractual agreement and that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain (a) an ongoing financial interest or (b) an ongoing financial responsibility. The Authority participates in the following joint ventures:

FPA, LP (a Maryland Limited Partnership) (the “Partnership”) was formed on July 23, 2018 for the purpose of acquiring, developing, owning and operating 236 total units in 22 multi-family buildings located in Rockville, Maryland, known as Fireside Park Apartments (the “Property”). The Partnership acquired the Property on June 30, 2020. Upon acquisition, the Property began substantial rehabilitation. Rehabilitation was completed on 6 of the buildings in 2020 with the remainder to be partially completed in 2021 and fully complete in 2022. The Partnership has been approved for an allocation of Federal low-income housing tax credits of \$1,122,602. Pursuant to the Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”) dated June 30, 2020, the Investor Limited Partner is PNC Bank, N.A., a National Banking Association (the “Investor Limited Partner”) with a 99.99% interest, the Special Limited Partner is Columbia Housing SLP Corporation, an Oregon Corporation (the “Special Limited Partner”) with a 0.00% interest. General Partners include RHE Fireside Park, Inc., a Maryland Nonstock Corporation (“RHE General Partner”), and Hampstead Fireside, LLC, a Maryland Limited Liability Company (“HGI General Partner”), (collectively, the “General Partners”), with a 0.0049% and 0.0051% interest, respectively.

Financial Accountability - The Authority is responsible for its debts, does not impose a financial burden on the City of Rockville and is entitled to all surpluses. No separate agency receives a financial benefit nor imposes a financial burden on the Authority.

Imposition of Will - The City has no influence over the management, budget, or policies of the Authority. The Authority’s Board of Commissioners has the responsibility to significantly influence the Authority’s operations. This includes, but is not limited to, adoption of the budget, personnel management, sole title to, and residual interest in all assets (including facilities and properties), signing contracts, issuing bonds, and deciding which programs are to be provided.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (continued)

The Authority operates the following programs under Annual Contributions Contracts:

Low Rent Public Housing Program - The objective of this program is to provide decent safe and sanitary housing and related facilities for eligible low-income families and the elderly.

Capital Fund Program - The objective of this program is to improve the physical condition of the Low-Income Public Housing units and upgrade the management of the program.

Housing Choice Voucher Program - This program provides rental assistance to help low-income families afford decent, safe and sanitary rental housing. The Authority provides rental assistance in the form of a Housing Assistance Payment to a landlord on behalf of the tenant.

Public Housing Self-Sufficiency under ROSS - This program promotes the development of local strategies to coordinate the use of assistance under the Public Housing program with public and private resources to enable participating families to achieve economic independence and housing self-sufficiency.

Moderate Rehabilitation - This program provides project-based rental assistance for low income families. The program was repealed in 1991 and no new projects are authorized for development. Assistance is limited to properties previously rehabilitated pursuant to a housing assistance payments (HAP) contract between an owner and a Public Housing Agency (PHA).

Mainstream Vouchers - This program enable families having a person with disabilities to lease affordable private housing of their choice. Mainstream program vouchers also assist persons with disabilities who often face difficulties in locating suitable and accessible housing on the private market.

Moving to Work (MTW) – This program allows housing authorities to design and test innovative approaches in assisted housing. The purpose of the Authority’s demonstration program is to provide incentives to families to become economically self-sufficient, to reduce the Authority’s costs and achieve greater cost effectiveness, and to increase housing choice for low-income families.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation

Basis of Accounting - The Authority uses the accrual basis of accounting in the proprietary funds. Under this method, revenues are recorded when earned, and expenses are recorded when liabilities are incurred, regardless of when the related cash flow takes place.

Basis of Presentation - The financial statements of the Authority are presented from a fund perspective. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain Authority functions. The accounting and financial reporting method applied by a fund is determined by the fund's measurement focus. The accounting objectives are determination of net income, financial position and cash flows. All assets and liabilities associated with the Proprietary Fund's activities are included on the statement of net position. Proprietary fund equity is segregated into three broad components:

Net investment in capital assets – This category consists of capital assets (including restricted capital assets), net of accumulated depreciation and reduced by any outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, and improvements of those assets.

Restricted net position – This category consists of resources restricted in their use by (1) external groups such as grantors, creditors, or laws and regulations of other governments; or (2) law, through constitutional provisions and enabling legislation.

Unrestricted net position – This category includes all of the remaining resources that do not meet the definition of the other two categories.

The Authority uses the following fund:

Proprietary fund:

Enterprise fund - This type of fund is reported using an economic resources measurement focus. Additionally, it is used to account for operations that are financed and operated in a manner similar to private businesses where a fee is charged to external users for services provided.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Revenue and Expenses

Revenues and expenses are recognized in essentially the same manner as used in commercial accounting. Revenues relating to the Authority's operating activities include rental related income, interest income and other sources of revenues that are recognized in the accounting period in which they are earned. Other major sources of revenues include the operating subsidy from HUD and other HUD funding for capital and operating expenses.

D. Budgets

The Authority adopts budgets on the basis of accounting consistent with the basis of accounting for the fund to which the budget applies. The Authority prepares annual operating budgets that are formally adopted by its Governing Board of Commissioners. The budgets for programs funded by HUD form the basis of the Federal Financial Assistance received through HUD.

E. Use of Estimates in Preparing Financial Statements

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

F. Cash and Investments

The Authority cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with an original maturity of three months or less when purchased.

Restricted cash includes cash held with financial institutions until grantor restrictions are met to release the funds for their specified use, as well as for debt service payments and refunds of tenant security deposits.

G. Accounts Receivable

All tenant receivables are shown net of an allowance for uncollectible. The allowance for doubtful accounts is established based on periodic aging of receivables. No allowance is established for HUD and other governmental receivables since management believes that these amounts are fully collectible.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Capital Assets and Depreciation

Capital assets are stated at historical cost. Depreciation is calculated using the straight-line method. Donated capital assets are stated at their fair value on the date donated. This includes site acquisition and improvement, structures and equipment. All infrastructure assets were capitalized at the conclusion of development then dedicated to the County for maintenance and repairs. Depreciation of exhaustible capital assets used by proprietary funds is charged as an expense against operations, and accumulated depreciation is reported on the Statement of Net Position. All assets will be capitalized if they have a useful life beyond one year and an original cost greater than \$5,000.

The estimated useful lives for each major class of depreciable capital assets are as follows:

Buildings and improvements	10-40 years
Furniture and fixtures	5-10 years
Equipment	3-10 years

I. Leases

Lessee – For new or modified contracts, the Authority determines whether the contract is a lease. If a contract is determined to be, or contain, a lease with a non-cancellable term in excess of 12 months (including any options to extend or terminate the lease when exercise is reasonably certain), the Authority records a lease asset and lease obligation which is calculated based on the value of the discounted future lease payments over the term of the lease. The Authority is a lessee for a non-cancellable lease of office rent. The Authority recognizes a lease liability and right to use asset on the statement of net position. Leases with an initial, non-cancellable term of 12 months or less are not recorded on the statement of net position and expense is recognized as incurred over the lease term. At the commencement of the lease, the Authority measures the lease liability at the present value of payments expected to be made during the lease term and then reduces the liability by the principal portion of lease payments made. The lease asset is measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs, then amortized on a straight-line basis over a period that is shorter of the lease term or the useful life of similar capital assets. Lease payments are apportioned between interest expense and principal based on an amortization schedule calculated using the effective interest method.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Leases (continued)

Lessor – For new or modified contracts, the Authority determines whether the contract is a lease. If a contract is determined to be, or contain, a lease with a non-cancellable term in excess of 12 months (including any options to extend or terminate the lease when exercise is reasonably certain), the Authority records a lease receivable and a deferred inflow of resources which is calculated based on the value of the discounted future lease payments over the term of the lease. The Authority will not recognize a lease receivable and a deferred inflow of resources for leases with a non-cancellable term of less than 12 months, and income is recognized as earned. The Authority is a lessor for a non-cancellable lease of real property. The Authority recognizes a lease receivable and a deferred inflow of resources on the statement of net position. At the commencement of a lease, the Authority measures the lease receivable as the present value of payments expected to be received during the lease term and then reduces the receivable by the principal portion of lease payments received after satisfaction of accrued interest on the lease receivable, calculated using the effective interest method. The deferred inflow of resources is measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date, then recognized on a straight-line basis as revenue over the lease term.

J. Compensated Absences

Compensated absences are absences for which employees will be paid, i.e., sick leave, vacation, and other approved leaves. The Authority accrues the liability for those absences that the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates. The Authority's policy allows employees to accumulate unused vacation leave up to 240 hours. Sick leave can be accumulated up to 240 hours but not paid upon termination. Vacation and sick pay are recorded as an expense and related liability in the year earned by employees.

K. Impairment of Long-Lived Assets

Prominent events or changes in circumstances affecting capital assets are required to be evaluated to determine whether impairment of a capital asset has occurred. Impaired capital assets that will no longer be used will be reported at the lower of carrying value or fair value. Impairment of capital assets with physical damage generally will be measured using the restoration cost approach, which uses the estimated cost to restore the capital asset to identify the portion of the historical cost of the capital asset that should be written off. No such impairment loss was incurred during the year ended September 30, 2022.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Operating Revenue and Expenses

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Authority are charges to customers for rents. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Subsidies received from HUD or other grantor agencies, for operating purposes, are recorded as operating revenue in the operating statement while capital grant funds are added to the net position in the non-operating revenue and expense.

M. Insurance

The primary technique used for risk financing is the purchase of insurance policies from commercial insurers that include a large deductible amount. The use of a large deductible clause reduces the cost of insurance, but, should losses occur, the portion of the uninsured loss is not expected to be significant with respect to the financial position of the Authority. The Authority secures required insurance coverage through the competitive bid process. As of the date of the fieldwork, the Authority had the required coverage in force.

N. New Accounting Pronouncements

The following Governmental Accounting Standards Board (GASB) pronouncements became effective for the Authority during the year ended September 30, 2022:

GASB Statement No. 87, *Leases* establishes a single model for lease accounting based on the principal that leases are financings of the right to use an underlying asset. The requirements of this statement are effective for reporting periods beginning after June 15, 2021.

GASB Statement No. 92, *Omnibus 2020* will enhance comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature. The statement addresses a variety of topics. Portions of the statement were effective upon issuance, others became effective for fiscal years beginning after June 15, 2021.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. New Accounting Pronouncements (continued)

GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements No. 14 and No. 84, and supersession of GASB Statement No. 32* will result in more consistent financial reporting of defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans, while mitigating the costs associated with reporting those plans. The requirements of this statement are effective for fiscal years beginning after June 15, 2021.

GASB Statement No. 98, *The Annual Comprehensive Financial Report* replaces the term Comprehensive Annual Financial Report with the term Annual Comprehensive Financial Report. The requirements of this statement are effective for fiscal years ending after December 15, 2021.

The following pending GASB Pronouncements will be effective for the Authority in future years. The Authority is currently assessing the impact of these Statements:

GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period* will improve financial reporting by providing users of financial statements with more relevant information about capital assets and the cost of borrowing for a reporting period. The requirements of this statement are effective for periods beginning after December 15, 2021.

GASB Statement No. 91, *Conduit Debt Obligations* will improve financial reporting by eliminating the existing option for issuers to report conduit debt obligations as their own liabilities, thereby ending significant diversity in practice. The requirements of this statement are effective for reporting periods beginning after December 15, 2021.

GASB Statement No. 93, *Replacement of Interbank Offered Rates* will enhance comparability in the application of accounting and financial reporting requirements and will improve the consistence of authoritative literature. The removal of LIBOR as an appropriate benchmark interest rate is effective for reporting periods beginning after December 31, 2021. All other requirements of the statement are effective for reporting periods beginning after June 15, 2020.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. New Accounting Pronouncements (continued)

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* will improve financial reporting by establishing definitions of Public-Private and Public-Public Partnerships and Availability Payment Arrangements and by providing uniform guidance on accounting and financial reporting for transactions that meet those definitions. The requirements of this statement are effective for fiscal years beginning after June 15, 2022.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* will improve financial reporting by establishing definitions for Subscription-Based Information Technology Arrangements and by providing uniform guidance on accounting and financial reporting for transactions that meet that definition. The requirements of this statement are effective for fiscal years beginning after June 15, 2022.

GASB Statement No. 99, *Omnibus 2020* will enhance comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature. The statement addresses a variety of topics. The standard is effective as follows:

Provisions related to LIBOR, accounting for Supplemental Nutrition Assistance Program (SNAP) distributions, disclosures of nonmonetary transactions, and pledges of future revenues by pledging governments are effective upon issuance.

Provisions related to leases, Public-Private and Public-Public Partnerships, and subscription-based information technology arrangements are effective for fiscal years beginning after June 15, 2022.

Provisions related to financial guarantees and the classification and reporting of derivative instruments are effective for fiscal years beginning after June 15, 2023.

GASB Statement No. 100, *Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62* will enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The requirements of this statement are effective for fiscal years beginning after June 15, 2023.

GASB Statement No. 101, *Compensated Absences* updates the recognition, measurement, and disclosure guidance for compensated absences. The requirements of this statement are effective for fiscal years beginning after June 15, 2023.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Board Terms

<u>Board Member</u>	<u>Term Expires</u>
James Hedrick, Chairman	06/01/2023
Stacy Kaplowitz, Vice Chairman	05/01/2025
Steven Marr, Commissioner	02/01/2025
Edward Duffy, Commissioner	09/01/2025

In addition to the above Commissioners, the Administrator of the Authority is Jessica Anderson, who serves on the Board as Secretary and is the Executive Director.

3. CASH AND CASH EQUIVALENTS

All the deposits of Rockville Housing Enterprises are either insured or collateralized by using the Dedicated Method whereby all deposits that exceed the federal depository insurance coverage level are collateralized with securities held by the Authority's agents in these units' names. Rockville Housing Enterprises has no policy regarding custodial credit risk for deposits. However, Rockville Housing Enterprises complies with HUD policies.

At September 30, 2022, the Authority's cash and investments had a carrying amount of \$1,551,797 and bank balances of \$2,041,625. Of the bank balances held in various financial institutions, \$250,000 was covered by federal depository insurance and the remainder was covered by collateral held under the dedicated method.

Fair value is determined using a hierarchy of inputs for fair value assessments. This hierarchy has three levels:

- Level 1 - Inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 - These are quoted market prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other than quoted prices that are not observable.
- Level 3 - These are unobservable inputs, such as a property valuation or an appraisal.

Interest rate risk - As a means of limiting its exposure to fair value losses arising from rising interest rates, the Authority typically limits its investment portfolio to maturities of 12 months or less.

Credit risk - The Authority has no policy regarding credit risk.

Custodial credit risk - The Authority has no policy on custodial credit risk.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

3. CASH AND CASH EQUIVALENTS (CONTINUED)

Concentration of credit risk - The Authority places no limit on the amount that it invests in certificates of deposits. The Authority has no policy regarding credit risk.

Restricted Cash and Investments

FSS escrow	\$ 307,268
Mortgage escrow deposits - RELP One	20,045
Reserve for replacement - RELP One	21,846
Restricted for development	750,000
Security deposits	<u>85,454</u>
	<u>\$ 1,184,613</u>

Collateralization

As of September 30, 2022, the following securities were pledged as collateral to secure the deposits of Rockville Housing Enterprises:

<u>Description</u>	<u>CUSIP</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Value</u>
FNMA Pool AK4047	3138E8P97	2/1/2027	3.00%	\$ 534,913
FNMA Pool MA1256	31418AME5	11/1/2027	2.50%	366,667
FHLMC Gold Pool G1475	3128MDPJ6	4/1/2028	2.50%	649,529
FNR2018-67 HA	3136B2R79	4/25/1944	3.50%	717,189
				<u>\$ 2,268,298</u>

4. ACCOUNTS RECEIVABLE

Accounts receivable as of September 30, 2022 consisted of the following:

Due from other PHAs - port ins	\$ 400,370
Due from tenants, net of allowance of \$72,996	183,173
Accounts receivable - miscellaneous	9,165
Accrued interest receivable	<u>15,684</u>
	<u>\$ 608,392</u>

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

5. CAPITAL ASSETS

A summary of changes in capital assets is as follows:

	<u>Beginning Balances</u>	<u>Additions</u>	<u>Disposals</u>	<u>Adjustments</u>	<u>Ending Balances</u>
Land	\$ 425,575	\$ -	\$ (297,635)	\$ 3,259,000	\$ 3,386,940
Construction in Progress	-	448,838	-	-	448,838
Total capital assets not being depreciated	<u>425,575</u>	<u>448,838</u>	<u>(297,635)</u>	<u>3,259,000</u>	<u>3,835,778</u>
Buildings and improvements	12,242,842	225,300	(2,678,715)	16,369,021	26,158,448
Right to use asset*	822,004	-	-	-	822,004
Furniture and equipment	320,849	68,828	-	146,582	536,259
Infrastructure	7,093	-	-	-	7,093
Total capital assets being depreciated	<u>13,392,788</u>	<u>294,128</u>	<u>(2,678,715)</u>	<u>16,515,603</u>	<u>27,523,804</u>
Accumulated Depreciation	(10,375,946)	(538,665)	2,033,240	(4,495,938)	(13,377,309)
Enterprise activity capital assets, net	<u>\$ 3,442,417</u>	<u>\$ 204,301</u>	<u>\$ (943,110)</u>	<u>\$ 15,278,665</u>	<u>\$ 17,982,273</u>

*Beginning balances have been adjusted for the implementation of GASB 87

6. NOTES RECEIVABLE

RHE obtained a \$250,000 grant to assist in financing units for RELP One, LP from the City of Rockville. RHE then entered into a Note to lend the money to RELP One, LP dated March 19, 2002. The note is due 42 years from the date of the note based on 1% interest after the first two years. Payments shall commence on December 31, 2005. Payments are limited to available cash flow. The balance at September 30, 2022 of this note was \$161,103 and has been eliminated in the financial statement presentation now as RELP One is a blended component unit.

As a part of the agreement with HUD to demolish the Public Housing units known as Lincoln Terrace, the developer for the Legacy Development is required to make Release Payments as the new units are sold. As a part of the development agreement for the Legacy Development, when the buyers purchase property of the Legacy Development, the Authority obtains equity in a second mortgage which is noninterest bearing and not forgivable. The cumulative total of these second mortgage receivables at September 30, 2022, was \$994,981.

As part of the sale of Fireside Park Apartments, FPA, LP received notes from the Authority of \$197,415 and \$500,000. The notes bear interest at 1% per annum and have a maturity date of June 30, 2062. Payment of interest and principal is deferred until maturity. \$342,943, which represents the actual cash loaned to FPA, LP, has been recorded as a note receivable. As collection of interest and principal is uncertain, the remaining balance of \$354,472 is considered to represent a contingent gain, and accordingly, has not been recorded on the Authority's financial statements, but will be recorded when payments are received.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

7. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Accounts payable and accrued liabilities at September 30, 2022 consisted of the following:

Accrued wages/payroll taxes payable	\$ 62,198
Accrued interest payable	41,366
Accounts payable - HUD PHA programs	3,023
Accounts payable - vendors	<u>120,711</u>
	<u>\$ 227,298</u>

8. NON-CURRENT LIABILITIES

Non-current liabilities at September 30, 2022 consisted of the following:

	Balance at 9/30/21	Increases	Decreases	Balance at 9/30/22	Current Portion of Balance
Long-term debt	\$ 291,280	\$4,639,918	\$ (4,808)	\$ 4,926,390	\$ 82,421
Lease liability*	822,004	-	(56,842)	765,162	91,911
Compensated absences	74,666	-	(16,855)	57,811	5,781
FSS escrows	<u>264,918</u>	<u>42,350</u>	<u>-</u>	<u>307,268</u>	<u>-</u>
	<u>\$1,452,868</u>	<u>\$4,682,268</u>	<u>\$ (78,505)</u>	<u>\$ 6,056,631</u>	<u>\$ 180,113</u>

*Beginning balances have been adjusted for the implementation of GASB 87

9. LONG-TERM DEBT

On October 25, 2012, RHE Properties purchased a property at 343 Fallsgrove Drive, Rockville, Maryland which was partially funded through a mortgage payable. The mortgage matures on October 25, 2022. The interest rate on the mortgage is a fixed rate of 4.65%. The required monthly payments were \$555. Effective November 23, 2021, the maturity date was extended until November 23, 2041 (twenty years from the effective date of the modification). The interest rate was changed to 4.49%, and monthly payments based on a thirty-year amortization are required. Additionally, the lender has the option to call the debt after ten years. The mortgage payable as of December 31, 2021, was \$73,668.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

9. LONG-TERM DEBT (CONTINUED)

On November 30, 2012, RHE Properties obtained a mortgage on a property at 219 Jay Drive, Rockville, Maryland that the Agency had previously purchased for the purposes of obtaining funds to purchase future properties. The mortgage matures on November 30, 2022. The interest rate on the mortgage is a fixed rate of 4.57%. The required monthly payments were \$522. Effective November 23, 2021, the maturity date was extended until November 23, 2041 (twenty years from the effective date of the modification). The interest rate was changed to 4.49%, and monthly payments based on a thirty-year amortization are required. Additionally, the lender has the option to call the debt after ten years. The mortgage payable as of December 31, 2021, was \$69,716.

On July 15, 2013, RHE Properties obtained a mortgage on a property at 722 Garden View Drive, Rockville, Maryland that the Agency had previously purchased for the purposes of obtaining funds to purchase future properties. The mortgage matures on July 15, 2023. The interest rate on the mortgage is a fixed rate of 5.89%. The required monthly payments were \$582. Effective November 23, 2021, the maturity date was extended until November 23, 2041 (twenty years from the effective date of the modification). The interest rate was changed to 4.49%, and monthly payments based on a thirty-year amortization are required. Additionally, the lender has the option to call the debt after ten years. The mortgage payable as of December 31, 2021, was \$72,659.

On July 15, 2013, RHE Properties purchased a property at 229 Cork Tree Lane, Rockville, Maryland which was partially funded through a mortgage payable. The mortgage matures on July 15, 2023. The interest rate on the mortgage is a fixed rate of 5.89%. The required monthly payments were \$582. Effective November 23, 2021, the maturity date was extended until November 23, 2041 (twenty years from the effective date of the modification). The interest rate was changed to 4.49%, and monthly payments based on a thirty-year amortization are required. Additionally, the lender has the option to call the debt after ten years. The mortgage payable as of December 31, 2021, was \$72,590.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

9. LONG-TERM DEBT (CONTINUED)

RELP One LP entered into a nonrecourse 40-year mortgage note provided through the sale of tax-exempt bonds in the principal amount of \$3,900,000 in January 2005. The bonds were credit enhanced through the issuance of HUD risk-sharing mortgage insurance. Interest on the mortgage loan is at a rate of 5.21% per annum, plus a 0.05% mortgage insurance premium. Installments of \$19,351 are due monthly until February 1, 2045. Interest incurred for the year ended December 31, 2021 amounted to \$170,305, which includes amortization of debt issuance costs of \$5,532. At December 31, 2021, accrued interest amounted to \$14,638. At December 31, 2021, the principal balance outstanding was \$3,120,510. Debt issuance costs, net of accumulated amortization, totaled \$100,152 as of December 31, 2021, and are related to the first mortgage. Debt issuance costs on the above note are being amortized using an imputed interest rate of 5.5716%. The liability of the Partnership under the mortgage note is limited to the underlying value of the real estate collateral plus other amounts deposited with the lender.

RELP One LP obtained additional financing from Montgomery County in the original amount of \$1,500,000. As of December 31, 2021, the remaining balance was \$1,397,245. No interest was accrued and no payments were due through July 31, 2004. Thereafter, the note provides for annual installments of principal and interest accruing at a rate of 1.0% per annum. Payments of principal and interest, commencing on August 1, 2005, equal to the lesser of 50% of cash flow from operations after certain priority payments, as defined, or an amount equal to interest, and principal amortized over 40 years until maturity of the note on August 1, 2044. The note is secured by a deed of trust and a regulatory agreement. Interest incurred for the year ended December 31, 2021 amounted to \$13,972. During the year ended December 31, 2021, the Partnership made loan payments of \$69,426. As of December 31, 2021, accrued interest amounted to \$11,972.

The Mayor and Council of Rockville advanced funds, amounting to \$120,000 to aid in the acquisition of affordable dwelling units. The advances were made under the terms of a note issued by the City in connection with a loan agreement dated March 19, 2002. The note accrues no interest and must be repaid in full on or before June 13, 2043. The note is secured by a mortgage on certain property and an assignment of rents. As of December 31, 2021, the remaining balance was \$120,000.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

9. LONG-TERM DEBT (CONTINUED)

RHE Corporation has provided financing in the amount of \$250,000. This note, funded from a grant by the City of Rockville to the General Partner, accrues no interest and requires no payments through December 31, 2004. Thereafter, interest accrues at the rate of 1.0% per annum and annual payments equal to 50% of the net cash flow, as defined, or the amount which would pay interest and amortize the loan principal over 40 years, are due each December 31, commencing in 2005. Any unpaid principal and interest under this note shall be payable in full on December 31, 2044. As of December 2021, the principal balance on the note was \$161,103. Interest incurred for the year ended December 31, 2021 was \$1,611. As of December 31, 2021, accrued interest amounted to \$14,073. During the year ended December 31, 2021, the Partnership did not make any loan payments. The principal balance has been eliminated for financial statement presentation as RELP One is a blended component unit.

A summary of changes in long-term debt is as follows:

	Beginning			Ending	
	Balances	Additions	Reductions	Balances	Current
343 Falls Grove Drive	\$ 74,235	\$ -	\$ (567)	\$ 73,668	\$ 2,389
219 Jay Drive	70,474	-	(758)	69,716	3,149
722 Garden View Way	73,319	-	(660)	72,659	2,776
229 Cork Tree Lane	73,252	-	(662)	72,590	2,783
RELP	-	3,122,673	(2,161)	3,120,512	71,324
RELP Loan Payable 1	-	120,000	-	120,000	-
RELP Loan Payable 2	-	1,397,245	-	1,397,245	-
	<u>\$ 291,280</u>	<u>\$ 4,639,918</u>	<u>\$ (4,808)</u>	<u>\$ 4,926,390</u>	<u>\$ 82,421</u>

Principal and interest requirements for the long-term debt are as follows:

December 31:	Principal	Interest	Total
2022	\$ 82,421	\$ 176,693	\$ 259,114
2023	86,855	172,259	259,114
2024	91,486	167,628	259,114
2025	96,451	162,664	259,114
2026	101,641	157,473	259,114
2027 - 2031	596,368	699,202	1,295,570
2032 - 2036	775,201	520,369	1,295,570
2037 - 2041	902,183	297,955	1,200,138
2042 - 2045	2,193,784	58,807	2,252,591
	<u>\$ 4,926,390</u>	<u>\$ 2,413,050</u>	<u>\$ 7,339,441</u>

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

10. LEASES

Lessee – Effective August 14, 2020, RHE entered into an agreement to lease 4,596 square feet of office space under a non-cancellable lease. The current term expires October 13, 2030 and the required lease payment at the effective date was \$8,000 a month. On August 14 of each subsequent year until expiration, rent escalates 3% from the most recent rent amount. Effective December 1, 2022, an addendum was executed for an additional 2,282 square feet of office space for 24 months for \$4,214 per month with the same rent escalation of 3% as the original lease.

Future minimum payments are as follows:

	Principal	Interest	Total
2023	\$ 91,911	\$ 26,245	\$ 118,156
2024	111,917	23,093	135,010
2025	87,382	19,254	106,636
2026	79,453	16,257	95,709
2027	85,050	13,531	98,581
2028 - 2030	<u>309,449</u>	<u>22,888</u>	<u>332,337</u>
	<u>\$ 765,162</u>	<u>\$ 121,267</u>	<u>\$ 886,429</u>

11. OTHER NOTE DISCLOSURES

A. Annual Contributions by Federal Agencies

Annual Contributions Contract D-131 - Pursuant to the Annual Contributions Contract HUD contributes an operating subsidy approved in the operating budget. For the year ended September 30, 2022, the subsidy paid was \$637,584.

B. Risk Management

The Authority is exposed to various risks of losses related to torts; theft or, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. There were no claims in excess of commercial coverage during the previous three years.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

12. PENSION AND PROFIT-SHARING PLANS

A defined contribution retirement plan provides pension benefits in return for services rendered, provides an individual account for each participant, and specifies how contributions to the individual accounts are to be determined instead of specifying the amount of benefits the individual is to receive.

The Authority has a profit-sharing plan with John Hancock where eligible employees open separate accounts with the plan's administrator. The Authority contributes 6.5% of the employees' gross salary bi-weekly. The Authority has no liability once the employee is terminated. The Authority's contributions for the year ended September 30, 2022, were \$62,801 and covered wages totaled \$1,046,686.

13. ECONOMIC DEPENDENCY

The PHA Owned Housing Program is economically dependent on annual contributions and grants from HUD. The program operates at a loss prior to receiving the contributions and grants.

14. COMMITMENTS AND CONTINGENCIES

Legal

The Authority is party to no pending or threatened legal actions arising from the normal course of its operations.

Grants and contracts

The Authority participates in various federally-assisted grant programs that are subject to review and audit by the grantor agencies. Entitlement to these resources is generally conditional based upon compliance with terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a federal audit may become a liability of the Authority. There were no such liabilities recorded as of September 30, 2022.

Capital fund

The Authority receives capital funding each year for ongoing capital improvements and repairs and maintenance.

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

15. CONDENSED INFORMATION FOR BLENDED COMPONENT UNITS

Condensed combining information for the Authority's blended component units as of, and for the year ended December 31, 2021, is provided below. RHE Corporation and RHE Fireside Park had no material activity and therefore are not included in the accompanying condensed information.

Combining Statement of Net Position Information

	<u>RHE Properties</u>	<u>REL P One LP</u>	<u>TOTAL</u>
ASSETS			
Current assets	\$ 17,142	\$ 341,204	\$ 358,346
Capital assets	13,137,365	2,516,138	15,653,503
Total assets	13,154,507	2,857,342	16,011,849
LIABILITIES			
Current liabilities	11,315	235,216	246,531
Due to RHE	13,015	176,507	189,522
Noncurrent liabilities	283,943	4,560,026	4,843,969
Total liabilities	308,273	4,971,749	5,280,022
NET POSITION			
Net investment in capital assets	12,848,732	(2,121,619)	10,727,113
Restricted net position	-	50,539	50,539
Unrestricted net position	(2,498)	(43,327)	(45,825)
Total net position	<u>\$ 12,846,234</u>	<u>\$ (2,114,407)</u>	<u>\$ 10,731,827</u>

ROCKVILLE HOUSING ENTERPRISES
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2022

**15. CONDENSED INFORMATION FOR BLENDED COMPONENT UNITS
(CONTINUED)**

Combining Statement of Revenues, Expenses, and Changes in Net Position Information

	<u>RHE Properties</u>	<u>RELP One LP</u>	<u>TOTAL</u>
REVENUE			
Dwelling rent	\$ 74,759	\$ 823,942	\$ 898,701
Other operating income	4,887	5,206	10,093
Total revenues	79,646	829,148	908,794
EXPENSES			
Operating expense	45,229	577,673	622,902
Depreciation	25,389	255,266	280,655
Interest expense	19,840	185,888	205,728
Total expenses	90,458	1,018,827	1,109,285
CHANGE IN NET POSITION	(10,812)	(189,679)	(200,491)
Capital contributions	11,093,327	-	11,093,327
Distributions	-	(332,298)	(332,298)
BEGINNING NET POSITION	1,763,719	(1,592,430)	171,289
ENDING NET POSITION	<u>\$ 12,846,234</u>	<u>\$ (2,114,407)</u>	<u>\$ 10,731,827</u>

Combining Statement of Cash Flows Information

	<u>RHE Properties</u>	<u>RELP One LP</u>	<u>TOTAL</u>
Net Cash Provided/ (Used) by			
Operating Activities	\$ 35,531	\$ 90,842	\$ 126,373
Capital and Related Financing Activities	-	(61,959)	(61,959)
Financing Activities	(32,868)	(357,220)	(390,088)
Net Increase/(Decrease) in Cash	2,663	(328,337)	(325,674)
Cash and Cash Equivalents - Beginning of Year	11,362	623,143	634,505
Cash and Cash Equivalents - End of Year	<u>\$ 14,025</u>	<u>\$ 294,806</u>	<u>\$ 308,831</u>

16. SUBSEQUENT EVENTS

Events that occur after the statement of net position date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. Management evaluated the activity of the Authority through June 26, 2023 (the date the financial statements were available to be issued) and determined that there are no material subsequent events requiring disclosure.

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
ENTITY-WIDE BALANCE SHEET SUMMARY
September 30, 2022

			14.896 PIH Family Self- Sufficiency Program	14.879 Mainstream Vouchers	14.871 Housing Choice Vouchers	14.870 Resident Opportunity and Supportive Services	14.218 Community Development Block Grants/Entitlemen t Grants	14.856 Lower Income Housing Assistance Program_Section 8 Moderate
	Project Total	6.2 Component Unit - Blended						
111 Cash - Unrestricted	\$ -	\$ 218,368	\$ 61,494	\$ -	\$ -	\$ 4,154	\$ -	\$ -
113 Cash - Other Restricted	91,061	41,891	-	1,328	-	-	-	-
114 Cash - Tenant Security Deposits	31,370	48,572	-	-	-	-	-	-
100 Total Cash	122,431	308,831	61,494	1,328	-	4,154	-	-
121 Accounts Receivable - PHA Projects	-	-	-	-	-	-	-	-
125 Accounts Receivable - Miscellaneous	-	1,000	-	-	-	-	-	-
126 Accounts Receivable - Tenants	63,947	22,344	-	18,194	-	-	-	-
126.1 Allowance for Doubtful Accounts -Tenants	(36,409)	-	-	-	-	-	-	-
127 Notes, Loans, & Mortgages Receivable - Current	342,943	-	-	-	-	-	-	-
128 Fraud Recovery	64,559	-	-	-	-	-	-	-
128.1 Allowance for Doubtful Accounts - Fraud	(64,268)	-	-	-	-	-	-	-
129 Accrued Interest Receivable	15,684	-	-	-	-	-	-	-
120 Total Receivables, Net of Allowances for Doubtful Accounts	386,456	23,344	-	18,194	-	-	-	-
131 Investments - Unrestricted	28,993	-	-	-	-	-	-	-
142 Prepaid Expenses and Other Assets	32,856	26,171	-	-	-	-	-	-
144 Inter Program Due From	165,975	-	-	-	-	-	-	21,733
150 Total Current Assets	736,711	358,346	61,494	19,522	-	4,154	-	21,733
161 Land	126,600	3,259,000	-	-	-	-	-	-
162 Buildings	9,675,540	17,056,399	-	-	-	-	-	-
163 Furniture, Equipment & Machinery - Dwellings	134,709	205,181	-	-	-	-	-	-
164 Furniture, Equipment & Machinery - Administration	150,461	-	-	-	-	-	-	-
166 Accumulated Depreciation	(8,429,618)	(4,874,170)	-	-	-	-	-	-
167 Construction in Progress	147,000	-	-	-	-	-	-	-
168 Infrastructure	-	7,093	-	-	-	-	-	-
160 Total Capital Assets, Net of Accumulated Depreciation	1,804,692	15,653,503	-	-	-	-	-	-
171 Notes, Loans and Mortgages Receivable - Non-Current	2,681	-	-	-	-	-	-	-
180 Total Non-Current Assets	1,807,373	15,653,503	-	-	-	-	-	-
290 Total Assets	\$ 2,544,084	\$ 16,011,849	\$ 61,494	\$ 19,522	\$ -	\$ 4,154	\$ -	\$ 21,733

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
ENTITY-WIDE BALANCE SHEET SUMMARY
September 30, 2022

	14.881 Moving to Work Demonstration Program	14.OPS MTW Demonstration Program for Low Rent	14.HCV MTW Demonstration Program for HCV program	14.CFP MTW Demonstration Program for Capital Fund	Business Activities	Subtotal	ELIM	Total
111 Cash - Unrestricted	\$ 83,168	\$ -	\$ -	\$ -	\$ -	\$ 367,184	\$ -	\$ 367,184
113 Cash - Other Restricted	964,879	-	-	-	-	1,099,159	-	1,099,159
114 Cash - Tenant Security Deposits	5,512	-	-	-	-	85,454	-	85,454
100 Total Cash	1,053,559	-	-	-	-	1,551,797	-	1,551,797
121 Accounts Receivable - PHA Projects	400,370	-	-	-	-	400,370	-	400,370
125 Accounts Receivable - Miscellaneous	-	-	-	-	8,165	9,165	-	9,165
126 Accounts Receivable - Tenants	114,806	-	-	-	-	219,291	-	219,291
126.1 Allowance for Doubtful Accounts -Tenants	-	-	-	-	-	(36,409)	-	(36,409)
127 Notes, Loans, & Mortgages Receivable - Current	-	-	-	-	-	342,943	-	342,943
128 Fraud Recovery	-	-	-	-	-	64,559	-	64,559
128.1 Allowance for Doubtful Accounts - Fraud	-	-	-	-	-	(64,268)	-	(64,268)
129 Accrued Interest Receivable	-	-	-	-	-	15,684	-	15,684
120 Total Receivables, Net of Allowances for Doubtful Accounts	515,176	-	-	-	8,165	951,335	-	951,335
131 Investments - Unrestricted	-	-	-	-	-	28,993	-	28,993
142 Prepaid Expenses and Other Assets	-	-	-	-	-	59,027	-	59,027
144 Inter Program Due From	-	-	-	-	841,839	1,029,547	(1,029,547)	-
150 Total Current Assets	1,568,735	-	-	-	850,004	3,620,699	(1,029,547)	2,591,152
161 Land	1,340	-	-	-	-	3,386,940	-	3,386,940
162 Buildings	248,513	-	-	-	-	26,980,452	-	26,980,452
163 Furniture, Equipment & Machinery - Dwellings	-	-	-	-	-	339,890	-	339,890
164 Furniture, Equipment & Machinery - Administration	45,908	-	-	-	-	196,369	-	196,369
166 Accumulated Depreciation	(73,521)	-	-	-	-	(13,377,309)	-	(13,377,309)
167 Construction in Progress	261,000	-	-	-	40,838	448,838	-	448,838
168 Infrastructure	-	-	-	-	-	7,093	-	7,093
160 Total Capital Assets, Net of Accumulated Depreciation	483,240	-	-	-	40,838	17,982,273	-	17,982,273
171 Notes, Loans and Mortgages Receivable - Non-Current	-	-	-	-	992,300	994,981	-	994,981
180 Total Non-Current Assets	483,240	-	-	-	1,033,138	18,977,254	-	18,977,254
290 Total Assets	\$ 2,051,975	\$ -	\$ -	\$ -	\$ 1,883,142	\$ 22,597,953	\$ (1,029,547)	\$ 21,568,406

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
ENTITY-WIDE BALANCE SHEET SUMMARY
September 30, 2022

			14.896 PIH Family Self- Sufficiency Program	14.879 Mainstream Vouchers	14.871 Housing Choice Vouchers	14.870 Resident Opportunity and Supportive Services	14.218 Community Development Block Grants/Entitlemen t Grants	14.856 Lower Income Housing Assistance Program_Section 8 Moderate	
	Project Total	6.2 Component Unit - Blended							
312	Accounts Payable <= 90 Days	\$ 22,291	\$ 2,508	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
321	Accrued Wage/Payroll Taxes Payable	41,694	-	-	1,522	-	-	-	-
322	Accrued Compensated Absences - Current Portion	4,152	-	-	168	-	-	-	-
325	Accrued Interest Payable	-	41,366	-	-	-	-	-	-
331	Accounts Payable - HUD PHA Programs	-	-	-	-	-	-	-	3,023
341	Tenant Security Deposits	31,370	39,924	-	-	-	-	-	-
342	Unearned Revenue	14,915	4,042	61,494	-	-	4,154	-	-
343	Current Portion of L-T Debt - Capital Projects/Mortgage Revenue	64,124	82,421	-	-	-	-	-	-
345	Other Current Liabilities	-	64,060	-	-	-	-	-	-
346	Accrued Liabilities - Other	-	12,210	-	-	-	-	-	-
347	Inter Program - Due To	78,514	189,522	-	8,861	-	-	-	-
310	Total Current Liabilities	257,060	436,053	61,494	10,551	-	4,154	-	3,023
351	L-T Debt, Net of Current - Capital Projects/Mortgage Revenue	469,710	4,843,969	-	-	-	-	-	-
353	Non-current Liabilities - Other	91,061	-	-	1,328	-	-	-	-
354	Accrued Compensated Absences - Non Current	37,369	-	-	1,513	-	-	-	-
350	Total Non-Current Liabilities	598,140	4,843,969	-	2,841	-	-	-	-
300	Total Liabilities	855,200	5,280,022	61,494	13,392	-	4,154	-	3,023
508.4	Net Investment in Capital Assets	1,270,858	10,727,113	-	-	-	-	-	-
511.4	Restricted Net Position	-	50,539	-	-	-	-	-	-
512.4	Unrestricted Net Position	418,026	(45,825)	-	6,130	-	-	-	18,710
513	Total Equity - Net Assets / Position	1,688,884	10,731,827	-	6,130	-	-	-	18,710
600	Total Liabilities and Equity - Net	\$ 2,544,084	\$ 16,011,849	\$ 61,494	\$ 19,522	\$ -	\$ 4,154	\$ -	\$ 21,733

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
ENTITY-WIDE BALANCE SHEET SUMMARY
September 30, 2022

	14.881 Moving to Work Demonstration Program	14.OPS MTW Demonstration Program for Low Rent	14.HCV MTW Demonstration Program for HCV program	14.CFP MTW Demonstration Program for Capital Fund	Business Activities	Subtotal	ELIM	Total
312 Accounts Payable <= 90 Days	\$ 95,912	\$ -	\$ -	\$ -	\$ -	\$ 120,711	\$ -	\$ 120,711
321 Accrued Wage/Payroll Taxes Payable	17,702	-	-	-	1,280	62,198	-	62,198
322 Accrued Compensated Absences - Current Portion	1,461	-	-	-	-	5,781	-	5,781
325 Accrued Interest Payable	-	-	-	-	-	41,366	-	41,366
331 Accounts Payable - HUD PHA Programs	-	-	-	-	-	3,023	-	3,023
341 Tenant Security Deposits	5,512	-	-	-	-	76,806	-	76,806
342 Unearned Revenue	-	-	-	-	-	84,605	-	84,605
343 Current Portion of L-T Debt - Capital Projects/Mortgage Revenue	27,787	-	-	-	-	174,332	-	174,332
345 Other Current Liabilities	-	-	-	-	-	64,060	-	64,060
346 Accrued Liabilities - Other	-	-	-	-	-	12,210	-	12,210
347 Inter Program - Due To	752,650	-	-	-	-	1,029,547	(1,029,547)	-
310 Total Current Liabilities	901,024	-	-	-	1,280	1,674,639	(1,029,547)	645,092
351 L-T Debt, Net of Current - Capital Projects/Mortgage Revenue	203,541	-	-	-	-	5,517,220	-	5,517,220
353 Non-current Liabilities - Other	214,879	-	-	-	-	307,268	-	307,268
354 Accrued Compensated Absences - Non Current	13,148	-	-	-	-	52,030	-	52,030
350 Total Non-Current Liabilities	431,568	-	-	-	-	5,876,518	-	5,876,518
300 Total Liabilities	1,332,592	-	-	-	1,280	7,551,157	(1,029,547)	6,521,610
508.4 Net Investment in Capital Assets	251,912	-	-	-	40,838	12,290,721	-	12,290,721
511.4 Restricted Net Position	750,000	-	-	-	-	800,539	-	800,539
512.4 Unrestricted Net Position	(282,529)	-	-	-	1,841,024	1,955,536	-	1,955,536
513 Total Equity - Net Assets / Position	719,383	-	-	-	1,881,862	15,046,796	-	15,046,796
600 Total Liabilities and Equity - Net	\$ 2,051,975	\$ -	\$ -	\$ -	\$ 1,883,142	\$ 22,597,953	\$ (1,029,547)	\$ 21,568,406

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
REVENUE AND EXPENSE SUMMARY
Year ended September 30, 2022

			14.896 PIH Family Self- Sufficiency Program	14.879 Mainstream Vouchers	14.871 Housing Choice Vouchers	14.870 Resident Opportunity and Supportive Services	14.218 Community Development Block Grants/Entitlemen t Grants	14.856 Lower Income Housing Assistance Program_Section 8 Moderate
	Project Total	6.2 Component Unit - Blended						
70300 Net Tenant Rental Revenue	\$ 471,649	\$ 898,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70400 Tenant Revenue - Other	42,191	-	-	-	-	-	-	-
70500 Total Tenant Revenue	513,840	898,701	-	-	-	-	-	-
70600 HUD PHA Operating Grants	-	-	63,788	710,034	712,432	13,846	60,000	41,267
70610 Capital Grants	-	-	-	-	-	-	-	-
71100 Investment Income - Unrestricted	1,615	-	-	-	-	-	-	-
71400 Fraud Recovery	-	-	-	-	-	-	-	-
71500 Other Revenue	2,287	10,093	-	-	-	-	-	-
70000 Total Revenue	517,742	908,794	63,788	710,034	712,432	13,846	60,000	41,267
91100 Administrative Salaries	417,183	48,090	63,788	36,281	-	11,346	-	7,070
91200 Auditing Fees	13,139	-	-	-	-	-	-	2,000
91300 Management Fee	-	77,598	-	-	-	-	-	-
91400 Advertising and Marketing	1,210	-	-	-	-	-	-	-
91500 Employee Benefit contributions - Administrative	153,723	-	-	-	-	-	-	-
91600 Office Expenses	18,239	-	-	12,502	-	2,500	-	-
91700 Legal Expense	31,451	-	-	-	-	-	-	-
91800 Travel	-	-	-	5,387	-	-	-	-
91900 Other	-	-	-	-	-	-	-	-
91000 Total Operating - Administrative	634,945	125,688	63,788	54,170	-	13,846	-	9,070
92400 Tenant Services - Other	10,572	-	-	-	-	-	-	-
92500 Total Tenant Services	10,572	-	-	-	-	-	-	-
93100 Water	171,128	-	-	-	-	-	-	-
93200 Electricity	126,650	-	-	-	-	-	-	-
93300 Gas	8,255	-	-	-	-	-	-	-
93800 Other Utilities Expense	-	2,288	-	-	-	-	-	-
93000 Total Utilities	306,033	2,288	-	-	-	-	-	-
94100 Ordinary Maintenance and Operations - Labor	185,631	-	-	-	-	-	-	-
94200 Ordinary Maintenance and Operations - Materials and Other	41,289	56,249	-	-	-	-	-	-
94300 Ordinary Maintenance and Operations Contracts	133,781	-	-	-	-	-	-	-
94000 Total Maintenance	360,701	56,249	-	-	-	-	-	-

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
REVENUE AND EXPENSE SUMMARY
Year ended September 30, 2022

	14.881 Moving to Work Demonstration Program	14.OPS MTW Demonstration Program for Low Rent	14.HCV MTW Demonstration Program for HCV program	14.CFP MTW Demonstration Program for Capital Fund	Business Activities	Subtotal	ELIM	Total
70300 Net Tenant Rental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,370,350	\$ -	\$ 1,370,350
70400 Tenant Revenue - Other	-	-	-	-	-	42,191	-	42,191
70500 Total Tenant Revenue	-	-	-	-	-	1,412,541	-	1,412,541
70600 HUD PHA Operating Grants	-	643,308	5,176,315	154,755	-	7,575,745	-	7,575,745
70610 Capital Grants	-	-	-	147,000	-	147,000	-	147,000
71100 Investment Income - Unrestricted	-	-	-	-	-	1,615	-	1,615
71400 Fraud Recovery	7,380	-	-	-	-	7,380	-	7,380
71500 Other Revenue	3,404,877	-	-	-	194,118	3,611,375	-	3,611,375
70000 Total Revenue	3,412,257	643,308	5,176,315	301,755	194,118	12,755,656	-	12,755,656
91100 Administrative Salaries	326,426	-	-	-	-	910,184	-	910,184
91200 Auditing Fees	1,380	-	-	-	-	16,519	-	16,519
91300 Management Fee	-	-	-	-	-	77,598	-	77,598
91400 Advertising and Marketing	8,637	-	-	-	-	9,847	-	9,847
91500 Employee Benefit contributions - Administrative	61,352	-	-	-	-	215,075	-	215,075
91600 Office Expenses	119,520	-	-	-	-	152,761	-	152,761
91700 Legal Expense	17,696	-	-	-	-	49,147	-	49,147
91800 Travel	11,900	-	-	-	-	17,287	-	17,287
91900 Other	3,291	-	-	-	-	3,291	-	3,291
91000 Total Operating - Administrative	550,202	-	-	-	-	1,451,709	-	1,451,709
92400 Tenant Services - Other	13,425	-	-	-	-	23,997	-	23,997
92500 Total Tenant Services	13,425	-	-	-	-	23,997	-	23,997
93100 Water	-	-	-	-	-	171,128	-	171,128
93200 Electricity	1,733	-	-	-	-	128,383	-	128,383
93300 Gas	-	-	-	-	-	8,255	-	8,255
93800 Other Utilities Expense	-	-	-	-	-	2,288	-	2,288
93000 Total Utilities	1,733	-	-	-	-	310,054	-	310,054
94100 Ordinary Maintenance and Operations - Labor	48	-	-	-	-	185,679	-	185,679
94200 Ordinary Maintenance and Operations - Materials and Other	192	-	-	-	-	97,730	-	97,730
94300 Ordinary Maintenance and Operations Contracts	46,556	-	-	-	-	180,337	-	180,337
94000 Total Maintenance	46,796	-	-	-	-	463,746	-	463,746

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
REVENUE AND EXPENSE SUMMARY
Year ended September 30, 2022

			14.896 PIH Family Self- Sufficiency Program	14.879 Mainstream Vouchers	14.871 Housing Choice Vouchers	14.HCC HCV CARES Act Funding	14.269 Community Development Block Grant Disaster Recovery Grants (CDBG-DR)	14.856 Lower Income Housing Assistance Program_Section 8 Moderate
	Project Total	6.2 Component Unit - Blended						
Expenses (continued):								
96110 Property Insurance	12,365	53,993	-	-	-	-	-	-
96120 Liability Insurance	12,365	-	-	-	-	-	-	-
96130 Workmen's Compensation	12,365	-	-	-	-	-	-	-
96100 Total insurance Premiums	37,095	53,993	-	-	-	-	-	-
96200 Other General Expenses	34,190	358,753	-	-	-	-	60,000	-
96210 Compensated Absences	26,892	-	-	158	-	-	-	-
96300 Payments in Lieu of Taxes	12,279	25,931	-	-	-	-	-	-
96400 Bad debt - Tenant Rents	6,431	-	-	-	-	-	-	-
96000 Total Other General Expenses	79,792	384,684	-	158	-	-	60,000	-
96710 Interest of Mortgage (or Bonds) Payable	19,671	205,728	-	-	-	-	-	-
96720 Interest on Notes Payable (Short and Long Term)	440	-	-	-	-	-	-	-
96700 Total Interest Expense and Amortization Cost	20,111	205,728	-	-	-	-	-	-
96900 Total Operating Expenses	1,449,249	828,630	63,788	54,328	-	13,846	60,000	9,070
97000 Excess of Operating Revenue over Operating Expenses	(931,507)	80,164	-	655,706	712,432	-	-	32,197
97100 Extraordinary Maintenance	2,835	-	-	-	-	-	-	-
97300 Housing Assistance Payments	20,407	-	-	649,576	712,432	-	-	32,197
97350 HAP Portability-In	-	-	-	-	-	-	-	-
97400 Depreciation Expense	230,397	280,655	-	-	-	-	-	-
90000 Total Expenses	1,702,888	1,109,285	63,788	703,904	712,432	13,846	60,000	41,267
10010 Operating Transfer In	1,246,818	-	-	-	-	-	-	-
10020 Operating Transfer Out	(301,755)	-	-	-	-	-	-	-
10040 Operating Transfers from/to Component Unit	(968,540)	1,000,297	-	-	-	-	-	-
10080 Special Items (Net Gain/Loss)	-	9,760,732	-	-	-	-	-	-
10093 Transfers between Program and Project - In	124,685	-	-	-	-	-	-	-
10094 Transfers between Project and Program - Out	-	-	-	-	-	-	-	-
10100 Total Other financing Sources (Uses)	101,208	10,761,029	-	-	-	-	-	-
10000 Excess of Total Revenue Over Total Expenses	(1,083,938)	10,560,538	-	6,130	-	-	-	-
11040 Prior Period Adjustments, Equity Transfers and Correction of Errors	119,407	-	-	(12,229)	-	-	-	(32,728)
11030 Beginning Net Position	2,653,415	171,289	-	12,229	-	-	-	51,438
Ending Net Position	\$ 1,688,884	\$ 10,731,827	\$ -	\$ 6,130	\$ -	\$ -	\$ -	\$ 18,710

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
REVENUE AND EXPENSE SUMMARY
Year ended September 30, 2022

	14.OPS MTW 14.881 Moving to Work Demonstration Program	Demonstration Program for Low Rent	14.HCV MTW Demonstration Program for HCV program	14.CFP MTW Demonstration Program for Capital Fund	Business Activities	Subtotal	ELIM	Total
Expenses (continued):								
96110 Property Insurance	-	-	-	-	-	66,358	-	66,358
96120 Liability Insurance	-	-	-	-	-	12,365	-	12,365
96130 Workmen's Compensation	-	-	-	-	-	12,365	-	12,365
96100 Total insurance Premiums	-	-	-	-	-	91,088	-	91,088
96200 Other General Expenses	18,326	-	-	-	102,341	573,610	-	573,610
96210 Compensated Absences	18,000	-	-	-	(4,091)	40,959	-	40,959
96300 Payments in Lieu of Taxes	-	-	-	-	-	38,210	-	38,210
96400 Bad debt - Tenant Rents	-	-	-	-	-	6,431	-	6,431
96000 Total Other General Expenses	36,326	-	-	-	98,250	659,210	-	659,210
96710 Interest of Mortgage (or Bonds) Payable	13,676	-	-	-	-	239,075	-	239,075
96720 Interest on Notes Payable (Short and Long Term)	-	-	-	-	-	440	-	440
96700 Total Interest Expense and Amortization Cost	13,676	-	-	-	-	239,515	-	239,515
96900 Total Operating Expenses	662,158	-	-	-	98,250	3,239,319	-	3,239,319
97000 Excess of Operating Revenue over Operating Expenses	2,750,099	643,308	5,176,315	301,755	95,868	9,516,337	-	9,516,337
97100 Extraordinary Maintenance	-	-	-	-	-	2,835	-	2,835
97300 Housing Assistance Payments	5,068,283	-	-	-	-	6,482,895	-	6,482,895
97350 HAP Portability-In	3,235,094	-	-	-	-	3,235,094	-	3,235,094
97400 Depreciation Expense	27,613	-	-	-	-	538,665	-	538,665
90000 Total Expenses	8,993,148	-	-	-	98,250	13,498,808	-	13,498,808
10010 Operating Transfer In	5,176,315	-	-	-	-	6,423,133	(6,423,133)	-
10020 Operating Transfer Out	-	(643,308)	(5,176,315)	(301,755)	-	(6,423,133)	6,423,133	-
10040 Operating Transfers from/to Component Unit	(31,757)	-	-	-	-	-	-	-
10080 Special Items (Net Gain/Loss)	-	-	-	-	-	9,760,732	-	9,760,732
10093 Transfers between Program and Project - In	-	-	-	-	-	124,685	-	124,685
10094 Transfers between Project and Program - Out	(124,685)	-	-	-	-	(124,685)	-	(124,685)
10100 Total Other financing Sources (Uses)	5,019,873	(643,308)	(5,176,315)	(301,755)	-	9,760,732	-	9,760,732
10000 Excess of Total Revenue Over Total Expenses	(561,018)	-	-	-	95,868	9,017,580	-	9,017,580
11040 Prior Period Adjustments, Equity Transfers and Correction of Errors	17,073	-	-	-	(91,523)	-	-	-
11030 Beginning Net Position	1,263,328	-	-	-	1,877,517	6,029,216	-	6,029,216
Ending Net Position	\$ 719,383	\$ -	\$ -	\$ -	\$ 1,881,862	\$ 15,046,796	\$ -	\$ 15,046,796

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS - AMPs
September 30, 2022

<u>Account Description</u>	<u>MD007000001</u>	<u>MD007000002</u>	<u>TOTAL</u>
ASSETS:			
CURRENT ASSETS:			
Cash:			
113 Cash - Other Restricted	\$ 91,061	\$ -	\$ 91,061
114 Cash - Tenant Security Deposits	31,370	-	31,370
100 Total Cash	<u>122,431</u>	<u>-</u>	<u>122,431</u>
126 Accounts Receivable - Tenants	63,947	-	63,947
126.1 Allowance for Doubtful Accounts -Tenants	(36,409)	-	(36,409)
127 Notes, Loans, & Mortgages Receivable - Current	342,943	-	342,943
128 Fraud Recovery	64,559	-	64,559
128.1 Allowance for Doubtful Accounts - Fraud	(64,268)	-	(64,268)
129 Accrued Interest Receivable	15,684	-	15,684
120 Total Receivables, Net of Allowances for Doubtful Accounts	<u>386,456</u>	<u>-</u>	<u>386,456</u>
131 Investments - Unrestricted	28,993	-	28,993
142 Prepaid Expenses and Other Assets	32,856	-	32,856
144 Inter Program Due From	161,103	4,872	165,975
150 Total Current Assets	<u>731,839</u>	<u>4,872</u>	<u>736,711</u>
161 Land	126,600	-	126,600
162 Buildings	9,401,655	273,885	9,675,540
163 Furniture, Equipment & Machinery - Dwellings	134,709	-	134,709
164 Furniture, Equipment & Machinery - Administration	150,461	-	150,461
166 Accumulated Depreciation	(8,345,258)	(84,360)	(8,429,618)
167 Construction in Progress	147,000	-	147,000
160 Total Capital Assets, Net of Accumulated Depreciation	<u>1,615,167</u>	<u>189,525</u>	<u>1,804,692</u>
171 Notes, Loans and Mortgages Receivable - Non-Current	2,681	-	2,681
180 Total Non-Current Assets	<u>1,617,848</u>	<u>189,525</u>	<u>1,807,373</u>
290 Total Assets	<u>\$ 2,349,687</u>	<u>\$ 194,397</u>	<u>\$ 2,544,084</u>

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS - AMPs
September 30, 2022

<u>Account Description</u>	<u>MD007000001</u>	<u>MD007000002</u>	<u>TOTAL</u>
LIABILITIES AND NET POSITION:			
LIABILITIES:			
312 Accounts Payable <= 90 Days	\$ 22,291	\$ -	\$ 22,291
321 Accrued Wage/Payroll Taxes Payable	41,694	-	41,694
322 Accrued Compensated Absences - Current Portion	4,152	-	4,152
341 Tenant Security Deposits	31,370	-	31,370
342 Unearned Revenue	14,915	-	14,915
343 Current Portion of Long-term Debt - Capital	64,124	-	64,124
347 Inter Program - Due To	78,514	-	78,514
310 Total Current Liabilities	<u>257,060</u>	<u>-</u>	<u>257,060</u>
351 Long-term Debt, Net of Current - Capital Projects/Mortgage	469,710	-	469,710
353 Non-current Liabilities - Other	91,061	-	91,061
354 Accrued Compensated Absences - Non Current	37,369	-	37,369
350 Total Non-Current Liabilities	<u>598,140</u>	<u>-</u>	<u>598,140</u>
300 Total Liabilities	<u>855,200</u>	<u>-</u>	<u>855,200</u>
508.4 Net Investment in Capital Assets	1,081,333	189,525	1,270,858
512.4 Unrestricted Net Position	413,154	4,872	418,026
513 Total Equity - Net Assets / Position	<u>1,494,487</u>	<u>194,397</u>	<u>1,688,884</u>
600 Total Liabilities and Equity	\$ <u><u>2,349,687</u></u>	\$ <u><u>194,397</u></u>	\$ <u><u>2,544,084</u></u>

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES AND CHANGE IN NET POSITION
ACCOUNTS - AMPs
Year ended September 30, 2022

<u>Account Description</u>	<u>MD007000001</u>	<u>MD007000002</u>	<u>TOTAL</u>
REVENUES:			
70300 Net Tenant Rental Revenue	\$ 471,649	\$ -	\$ 471,649
70400 Tenant Revenue - Other	<u>42,191</u>	<u>-</u>	<u>42,191</u>
70500 Total Tenant Revenue	513,840	-	513,840
71100 Investment income - unrestricted	1,615	-	1,615
71500 Other revenue	<u>2,287</u>	<u>-</u>	<u>2,287</u>
TOTAL REVENUES	<u>517,742</u>	<u>-</u>	<u>517,742</u>
EXPENSES:			
Administrative			
91100 Administrative Salaries	417,183	-	417,183
91200 Auditing Fees	13,139	-	13,139
91400 Advertising and Marketing	1,210	-	1,210
91500 Employee Benefit contributions - Administrative	153,723	-	153,723
91600 Office Expenses	18,239	-	18,239
91700 Legal Expense	<u>31,451</u>	<u>-</u>	<u>31,451</u>
91000 Total Administrative Expense	<u>634,945</u>	<u>-</u>	<u>634,945</u>
Tenant services			
92400 Tenant services - other	<u>10,572</u>	<u>-</u>	<u>10,572</u>
92500 Total Tenant Services	<u>10,572</u>	<u>-</u>	<u>10,572</u>
Utilities			
93100 Water	171,128	-	171,128
93200 Electricity	126,650	-	126,650
93300 Gas	<u>8,255</u>	<u>-</u>	<u>8,255</u>
93000 Total Utilities Expense	<u>306,033</u>	<u>-</u>	<u>306,033</u>
Ordinary Maintenance & Operation			
94100 Labor	185,631	-	185,631
94200 Materials	41,289	-	41,289
94300 Contracts	<u>133,781</u>	<u>-</u>	<u>133,781</u>
94000 Total Ordinary Maintenance & Operation	<u>360,701</u>	<u>-</u>	<u>360,701</u>

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES AND CHANGE IN NET POSITION
ACCOUNTS - AMPs
Year ended September 30, 2022

<u>Account Description</u>	<u>MD007000001</u>	<u>MD007000002</u>	<u>TOTAL</u>
EXPENSES (CONTINUED):			
Insurance Premiums			
96110 Property Insurance	\$ 12,365	\$ -	\$ 12,365
96120 Liability Insurance	12,365	-	12,365
96130 Workmen's Compensation	12,365	-	12,365
96100 Total insurance Premiums	<u>37,095</u>	<u>-</u>	<u>37,095</u>
General Expenses			
96200 Other General Expenses	34,190	-	34,190
96210 Compensated Absences	26,892	-	26,892
96300 Payments in lieu of taxes	12,279	-	12,279
96400 Bad debt - tenant rents	3,443	2,988	6,431
96000 Total General Expenses	<u>76,804</u>	<u>2,988</u>	<u>79,792</u>
Financial Expenses			
96710 Interest expense - Mortgage Payable	19,671	-	19,671
96720 Interest expense - Notes Payable	440	-	440
Total Financial Expenses	<u>20,111</u>	<u>-</u>	<u>20,111</u>
96900 TOTAL OPERATING EXPENSE	<u>1,446,261</u>	<u>2,988</u>	<u>1,449,249</u>
97000 EXCESS OPERATING REVENUE	<u>(928,519)</u>	<u>(2,988)</u>	<u>(931,507)</u>
Other Expenses			
97100 Extraordinary maintenance	2,835	-	2,835
97300 Housing assistance payments	19,575	832	20,407
97400 Depreciation Expense	216,703	13,694	230,397
Total Other Expenses	<u>239,113</u>	<u>14,526</u>	<u>253,639</u>
TOTAL EXPENSES	<u>1,685,374</u>	<u>17,514</u>	<u>1,702,888</u>
10010 Operating transfer in	1,244,209	2,609	1,246,818
10020 Operating transfer out	(301,755)	-	(301,755)
10040 Operating transfers from/to CU	(968,540)	-	(968,540)
10093 Transfers between Program & Project - in	124,685	-	124,685
10100 Total Other Financing Sources (Uses)	<u>98,599</u>	<u>2,609</u>	<u>101,208</u>
EXCESS OF REVENUE OVER (UNDER) EXPENSES	<u>(1,069,033)</u>	<u>(14,905)</u>	<u>(1,083,938)</u>
11040 Prior Period Adjustment	-	-	-
11040 Equity transfers	136,629	(17,222)	119,407
11030 Beginning Net Position	<u>2,426,891</u>	<u>226,524</u>	<u>2,653,415</u>
Ending Net Position	<u>\$ 1,494,487</u>	<u>\$ 194,397</u>	<u>\$ 1,688,884</u>



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

Board of Commissioners
Rockville Housing Enterprises
Rockville, Maryland

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Rockville Housing Enterprises (the Authority) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Rockville Housing Enterprises' basic financial statements, and have issued our report thereon dated June 26, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

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

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Rubins & Company". The signature is written in a cursive, flowing style.

Bethesda, Maryland
June 26, 2022



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Commissioners
Rockville Housing Enterprises
Rockville, Maryland

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Rockville Housing Enterprises's (the Authority's) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended September 30, 2022. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Bethesda, Maryland

June 26, 2023

ROCKVILLE HOUSING ENTERPRISES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2022

Federal Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-through Identifying Number	Total Federal Expenditures
Department of Housing and Urban Development Programs			
Moving to Work Demonstration Program	14.881	N/A	\$ 6,121,378
Housing Voucher Cluster:			
Section 8 Housing Choice Vouchers	14.871	N/A	712,432
Mainstream Vouchers	14.879	N/A	710,034
			<u>1,422,466</u>
Section 8 Project-Based Cluster:			
Lower Income Housing Assistance Program - Section 8 Moderate Rehabilitation	14.856	N/A	41,267
Resident Opportunity and Supportive Services	14.870	N/A	13,846
Family Self-Sufficiency Program	14.896	N/A	<u>63,788</u>
Total Direct Expenditures			7,662,745
Pass-through from the City of Rockville:			
Community Development Block Grants	14.218	1064794	<u>60,000</u>
Total Department of Housing and Urban Development Expenditures			<u>7,722,745</u>
TOTAL FEDERAL EXPENDITURES			<u><u>\$ 7,722,745</u></u>

See Accompanying Notes to Schedule of Expenditures of Federal Awards

ROCKVILLE HOUSING ENTERPRISES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
September 30, 2022

NOTE 1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Rockville Housing Enterprises (the “Authority”) under programs of the federal government for the year ended September 30, 2022. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Authority.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3. INDIRECT COST RATE

The Authority has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

ROCKVILLE HOUSING ENTERPRISES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
September 30, 2022

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

1. Type of auditor’s report issued:	Unmodified
2. Internal control over financial reporting:	
a. Material Weakness(es) identified?	No
b. Significant deficiency(ies) identified that are not considered to be material weakness(es)?	None reported
3. Noncompliance material to financial statements noted?	No

Federal Awards

4. Internal control over major programs:	
a. Material weakness(es) identified?	No
b. Significant deficiency(ies) identified that are not considered to be material weakness(es)?	None reported
5. Type of auditor’s report issued on compliance for major programs:	Unmodified
6. Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?	No

7. Identification of Major Programs:

<u>Federal Grantor/Program Title</u>	<u>Federal Assistance Listing No.</u>	
U.S. Department of Housing and Urban Development (HUD):		
Moving to Work Demonstration Program	14.881	\$ 6,121,378

8. Dollar threshold used to distinguish between Type A and Type B programs:	\$ 750,000
9. Auditee qualified as low-risk auditee?	Yes

ROCKVILLE HOUSING ENTERPRISES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
September 30, 2022

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None.

ROCKVILLE HOUSING ENTERPRISES
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
September 30, 2022

The audit for the year ended September 30, 2021, disclosed no findings.

SECTION 6



Rockville Housing Enterprises Family Self-Sufficiency Program Contract of Participation

This Contract of Participation for the Family Self-Sufficiency (FSS) Program is between Rockville Housing Enterprises (RHE) and _____, the head of the FSS family.

1. Purpose of Contract: This contract specifies the rights and responsibilities of the head of the FSS family; the resources and supportive services to be provided to the family by RHE; and the activities to be completed by the family and head of the FSS household.
2. Term of Contract: This contract will be effective on _____ and expire on _____. RHE can extend the term of the contract for up to two (2) years upon receipt of the head of the FSS household's written request for an extension and RHE's determination that there is good cause for an extension.
3. Type of FSS Program:
The head of the FSS household is a participant in the:
☐ Housing Choice Voucher (HCV) FSS Program, (including Project Based Vouchers)
☐ Public Housing FSS Program
4. Individual Training and Services Plan: The Individual Training and Services Plan for the Designated Participant is attached. Other household members aged eighteen and older may choose to execute an Individual Training and Services Plan; however, there is only one Contract of Participation per family.

The resources and supportive services to be provided to each household member will be listed in the Individual Training and Services Plans. Interim goals will be specified along with the activities and services needed to achieve them. All completion dates included in the Individual Training and Services Plans must be on or before the expiration of this contract.

One of the interim goals for households receiving welfare assistance must be to become independent of welfare assistance for at least twelve consecutive months before the end of the contract. Any household that is receiving welfare assistance must have this included as an interim goal in the participant's Individual Training and Services Plan.

The final goal listed on the Individual Training and Services Plan of the participant must include obtaining and maintaining suitable employment specific to that individual's skills, education, job training, and the available job opportunities in the area.

5. Resources and Supportive Services: During the term of the contract, RHE will try to provide the resources and services listed in the attached Individual Training and Services Plan. If the resources and services are no longer available, RHE will try to substitute other resources and services. However, RHE has no liability to the household if the resources and services are not provided.
6. Household Responsibilities:
 - a. The Head of FSS Household who decided, with RHE agreement, to execute an Individual Training and Services Plan, must:
 - i. Complete the activities within the dates listed in each Individual Training and Services Plan; and
 - ii. Provide RHE and HUD with information about the household's participation in the FSS program in order to help RHE and HUD evaluate the FSS program. This could include information regarding employment, job interviews, training, educational attendance, and other FSS services and activities.
 - b. All household members must:
 - i. Comply with the terms of the lease.
 - ii. If receiving welfare assistance, become independent of welfare assistance and remain independent of welfare assistance for at least 12 consecutive months before the contract expires.
 - iii. If participating in the HCV program, the family must comply with the Statement of Family Obligations under the HCV program and live in RHE's jurisdiction for at least 12 months from the effective date of this contract.
7. Failure to meet Household Responsibilities: If any member of the household does not meet his or her responsibilities under this contract, the participant will not be eligible to receive the Escrow incentives through the RHE FSS Program and RHE may:
 - a. Stop supportive services for the participant;
 - b. Terminate the participant's enrollment in the FSS program.
8. RHE Responsibilities:
 - a. Attempt to obtain commitments from public and private sources for supportive services for households.
 - b. Establish Escrow incentives aligned with the RHE FSS Program and give the participant a statement of their Escrow account at least once a year.
 - c. Determine which, if any, interim goals must be completed before any FSS managed Escrow Account may be paid to the participant; and
 - d. Determine if the household has completed this contract.
 - e. Disburse the amount in the Escrow Account, if the participant has met program requirements or completed the contract and the head of the FSS family has provided written certification that no member of the family is receiving welfare assistance.
9. RHE will establish an Escrow Account for the participant based on the following guidelines:

☐ For Homeownership/ Private Rental Market Pathway participants in this pathway are eligible to receive a maximum accrual of \$4,500 to be used towards mortgage or renting on the private market.

☐ For Education Pathway participants in this pathway are eligible to receive a maximum of \$3,000 towards a program completion at a community college, four-year college, professional certification or vocational training program.

10. Contract Completion: The contract is complete when RHE determines that the household has fulfilled all its responsibilities under the contract, on or before expiration, including:

- a. The participant has fulfilled all of its responsibilities under the contract;
- b. Participants in the Homeownership Pathway must either purchase a home or rent on the private market.
- c. Participants in the Education Pathway must complete either college or a training program as well as maintain suitable employment.
- d. Participants in the Employment Pathway must maintain suitable employment for at least 12 consecutive months.
- e. The household provides written certification to RHE that no member of the household is receiving welfare assistance, and all members of the family have remained independent of welfare assistance for at least 12 months. Welfare assistance means income assistance from Federal or state welfare programs, and includes only cash maintenance payments designed to meet a household's ongoing basic needs;
- f. Activities within the Individual Service Training Plan have been completed.

11. Final Disbursement of FSS Escrow Account: RHE will release funds to the household member who signs the Contract of Participation, less any amount owed to RHE and when RHE determines that the household has completed this contract as describe above.

12. Contract Termination: RHE will terminate this contract if:

- a. The household and RHE agree to terminate the contract;
- b. RHE determines that the household has not fulfilled its responsibilities under this contract;
- c. The household withdraws from the FSS program;
- d. An act occurs that is inconsistent with the purpose of the FSS program;
- e. Where RHE is permitted in accordance with HUD requirements;
- f. If the household is participating in the HCV program, this contract is automatically terminated if the household's assistance is terminated in accordance with HUD requirements.
- g. If the household is participating in the HCV program, RHE will terminate the contract if the household moves outside RHE's jurisdiction under portability procedures and enters the Family Self-Sufficiency program of another Housing Authority.

RHE will give a notice of termination to the participant. The notice will state the reasons for the decision to terminate the contract.

RHE may declare this contract invalid if the resources and services necessary to complete the contract are not available.

13. Forfeiture of RHE ESCROW ACCOUNT: The household will lose all rights to the funds in its FSS Investment Incentives account if:

- a. This contract is terminated or declared invalid; or
- b. The household has not met its Household Responsibilities within the times specified within this contract.

14. Adjustments to Contract: RHE will notify the participant in writing of any changes to the contract; all changes will go into effect 30 days after notification.

(Signature of Participant)

Date Signed

(Signature of FSS Coordinator)

Date Signed

(Signature of FSS Manager)

Date Signed

Instructions for Executing the FSS Contract of Participation

Parties to the Contract/Signatures

The head of the FSS family is the designated adult family member of the FSS family who has signed the Contract of Participation. The head of FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.

Term of Contract

The effective date is the first day of the month following the date the contract was signed by the designated FSS participant and the RHE representative. The expiration date is five years after the first re-examination of income after the execution date of the Contract of Participation. If RHE decides to extend the term of the contract, the original expiration date listed on page one of the contract must be crossed out and the new expiration date added.

Changes to the Contract

This contract of participation can only be changed to modify the contract term, the head of the FSS household, or the Individual Training and Services Plans. Any change of the head of the FSS household must be included as an attachment to the contract. The attachment must contain the name of the new designated head of the FSS household, the signatures of the new head of the FSS household and a RHE representative, and the date signed. Any change/s to an Individual Training and Services Plan must be included as a revision to the Individual Training and Services Plan (attachment) to which the change applies. The revision must include the item changed, signatures of the participant and a RHE representative, and the date signed.

Portability in RHE's FSS Program

If, twelve months after the effective date of the contract, a family in the HCV FSS program moves outside of the RHE's jurisdiction under HCV portability procedures, RHE may take one of the following actions:

- (1) If the family is not absorbed and have met all graduation requirements they may be graduated from the program.
- (2) In cases where the family is not absorbed and not eligible to graduate, they can choose to be voluntarily or involuntarily exited from the program and the family will forfeit any funds in its FSS Escrow Account.

Individual Training and Services Plans

The contract must include an Individual Training and Services Plan for the head of the FSS household. Other family members aged eighteen and older may choose to execute an Individual Training and Services Plan. The resources and supportive services to be provided to each family member must be listed in the Individual Training and Services Plans which are attachments to the Contract of Participation. Page one of each participant's Individual Training and Services Plan includes space for the final goal and the first interim goal needed to achieve the final goal. The additional pages provide a format for recording each interim goal and specific information related to its achievement. The first page of each participant's plan must be signed by the participant and a RHE representative.

Interim goals must be specified along with the activities and services needed to achieve them. For example, a single mother with two children who has an interim goal of completing her secondary education might

require several different activities and services to achieve that goal. These could include transportation, tutoring, and child care. All completion dates included in the Individual Training and Services Plans must be on or before the contract of participation expires.

One of the interim goals for families receiving welfare assistance is to become independent of welfare assistance for at least twelve consecutive months before the end of the contract. Any family that is receiving welfare assistance must have this included as an interim goal in the head of the FSS household's Individual Training and Services Plan.

The final goal listed on the Individual Training and Services Plan of the head of the FSS household must include obtaining and maintaining suitable employment specific to that individual's skills, education, job training, and the available job opportunities in the area.

Incentives

If RHE has chosen to offer other incentives in connection with the FSS program, these incentives may be included in the Individual Training and Services Plans or as an attachment to this contract.

APPENDIX

Rental Assistance Demonstration (RAD) Program Significant Amendment

Rockville Housing Enterprises Significant Amendment to its FY2023 MTW Plan for the Rental Assistance Demonstration (RAD) Program

The Rockville Housing Enterprises (RHE) is amending its FY2023 MTW and Annual Plan and adding to its FY2024 MTW and Annual Plan because it is planning to submit a RAD/Section 18 Blend application the HUD Rental Assistance Demonstration (RAD) program for the following public housing site:

David Scull Courts	76 PH-ACC units
Fireside Park	4 PH-ACC units

As a result, the Rockville Housing Enterprises will be converting the units at these properties to Project Based Vouchers under the guidelines of PIH Notice 2012-32, REV-3 Rental Assistance Demonstration (RAD) and any successor Notices. Upon conversion to Project Based Vouchers, the RHE will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.6 of PIH Notice 2012-32, REV-2. These resident rights, participation, waiting list and grievance procedures are appended to this Amendment as Attachment A. The Rockville Housing Enterprises will also conduct RAD activities subject to the RAD Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements specified in H 2016-17 PIH 2016-17 [HA] or its successor as applicable (https://www.hud.gov/sites/documents/16-17HSGN_16-17PIHN.PDF)

Relocation: There will be no relocation implemented for these RAD conversion. Additionally, the RHE certifies that it is currently compliant with all fair housing and civil rights requirements. The RHE certifies that the RAD conversions comply with all applicable site and neighborhood review standards and that all appropriate procedures regarding site and neighborhood standards have been followed.

The Rental Assistance Demonstration (RAD) Program was designed by HUD to assist in addressing the capital needs of public housing by providing the RHE with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted by the demonstration, and that the RHE also may borrow funds to address their capital needs. The RHE anticipates utilization of Capital Funds in an amount subject to results of pending RAD Physical Conditions Assessments for each site.

Capital Fund Financing Program Loan (CFFP): The RHE has no debt under the CFFP.

As a Moving to Work (MTW) agency, the RHE may use its MTW block grant funds to supplement contract rents for the RAD development. In that instance, no additional voucher funding will be provided by HUD. Regardless of any funding changes that may occur as a result of conversion under RAD, the RHE certifies that it will maintain its continued service level requirements.

Most residents will not have a rent increase as a result of RAD conversion. The RHE anticipates that it will phase-in the rent increases for any residents who have them, over a three (3) year period.

Below, please find specific information related to the Public Housing Development(s) selected for RAD:

	Name of Public Housing Development:	PIC Development ID:	Conversion Type (PBV or PBRA):	Transfer of Assistance:
1	David Scull Courts	MD007000001	PBV	NONE
	Total Units:	Pre-RAD Unit Type if different (i.e., Family, Senior, etc.):	Post RAD Unit Type if different (i.e., Family, Senior, etc.)	Capital Fund Allocation of Development:
	76	Family	Family	\$286,090
	Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why*
	One Bedroom	8	8	N/A
	Two Bedroom	14	14	N/A
	Three Bedroom	40	40	N/A
	Four Bedroom	14	14	N/A

	Name of Public Housing Development:	PIC Development ID:	Conversion Type (PBV or PBRA):	Transfer of Assistance:
2	Fireside Park Apartments	MD007000002	PBV	TBD
	Total Units:	Pre-RAD Unit Type if different (i.e., Family, Senior, etc.)	Post RAD Unit Type if different (i.e., Family, Senior, etc.)	Capital Fund Allocation of Development:
	236 total 4- PH ACC	family	family	0
	Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
	Studio/Efficiency			0
	One Bedroom	4	4	0
	Two Bedroom			0
	Three Bedroom			0
	Four Bedroom			0
	It is anticipated the 4 ACC units will be removed through de minimus reduction.			

Special Provisions Affecting Conversions to Project-Based Vouchers (PBVs)

Excerpt from Notice 2012-32, REV-2:

C. PBV Resident Rights and Participation.

1. No Re-screening of Tenants upon Conversion. Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement.

2. Right to Return. See section 1.4.A.4(b) regarding a resident's right to return.

3. Renewal of Lease. Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR § 983.257(b)(3) have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists. MTW agencies may not alter this requirement.

4. Phase-in of Tenant Rent Increases. If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion. The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section "standard TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1, as illustrated below.

Three Year Phase-in:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the standard TTP

Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP

Year 3: Year 3 AR and all subsequent recertifications – Full standard TTP Five Year Phase in:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the standard TTP

Year 2: Year 2 AR and any IR prior to Year 3 AR – 40% of difference between most recently paid TTP and the standard TTP

Year 3: Year 3 AR and any IR prior to Year 4 AR – 60% of difference between most recently paid TTP and the standard TTP

Year 4: Year 4 AR and any IR prior to Year 5 AR – 80% of difference between most recently paid TTP and the standard TTP

Year 5: Year 5 AR and all subsequent recertifications – Full standard TTP

Please Note: In either the three year phase-in or the five-year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies may not alter this requirement.

5. Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency

Service Coordinator (ROSS-SC) programs. Public Housing residents that are current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any remaining PH FSS funds, to serve those FSS participants who live in units converted by RAD. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the FY15 Appropriations Act), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD. However, PHAs should note that there are certain FSS requirements (e.g. escrow calculation and escrow forfeitures) that apply differently

depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100. Further, upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents.

6. Resident Participation and Funding. In accordance with Attachment 1B, residents of Covered Projects with converted PBV assistance will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

7. Resident Procedural Rights. The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

i. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- a. A reasonable period of time, but not to exceed 30 days:
 - i. If the health or safety of other tenants, PHA employees, or persons] residing in the immediate vicinity of the premises is threatened; or
 - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
- b. 14 days in the case of nonpayment of rent; and
- c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

ii. **Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act. For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),²⁶ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
inform any additional hearings required under RAD, the Project Owner will perform the hearing.
- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

d. The Project Owner provides opportunity for an informal hearing before an eviction. Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

8. Earned Income Disregard (EID). Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time. Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion e.g., due to loss of employment; tenants that move into the property following conversion, etc.,) is covered by this waiver.

9. Jobs Plus. Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant re-location and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.

10. When Total Tenant Payment Exceeds Gross Rent. Under normal PBV rules, the PHA may only select an occupied unit to be included under the PBV HAP contract if the unit's occupants are eligible for housing assistance payments (24 CFR §983.53(d)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent)) (24 CFR §983.258). Since the rent limitation under this Section of the Notice may often result in a family's TTP equaling or exceeding the gross rent for the unit, for current residents (i.e residents living in the public housing property prior to conversion), HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP contract when TTP equals or exceeds than the Gross Rent. Further, HUD is establishing the alternative requirement that the rent to owner for the unit equal the family's TTP until such time that the family is eligible for a housing assistance payment. HUD is waiving as necessary to implement this alternative provision, the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR 983.301 as modified by Section 1.6.B.5 of this Notice.²⁷ In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Assistance may subsequently be reinstated if the tenant becomes eligible for assistance. The PHA is required to process these individuals through the Form- 50058 submodule in PIC.

Following conversion, 24 CFR §983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property; and, if the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating" units have been permitted, Section 1.6.B.10 of this Notice.

11. Under-Occupied Unit. If a family is in an under-occupied unit under 24 CFR 983.259 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family

living in the under occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR 983.259 is waived. MTW agencies may not modify this requirement.

D. PBV: Other Miscellaneous Provisions

- 1. Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs must agree to any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
- 2. Additional Monitoring Requirement.** The PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.
- 3. Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** This section has been moved to 1.4.A.13 and 1.4.A.14.
- 4. Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
 - i. Transferring an existing site-based waiting list to a new site-based waiting list. If the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list.
 - ii. Informing applicants on the site-based waiting list on how to apply for a PBV program-wide or HCV program-wide waiting list.
 - iii. Informing applicants on a public housing community-wide waiting list on how to apply for a voucher-wide, PBV program-wide, or site-based waiting list. If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's public housing community-wide waiting list who wish to be placed onto the newly-established site-based waiting list must be done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. To implement this provision, HUD is specifying alternative requirements

for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the converted project in accordance with 24 CFR §983.251(c).

5. Mandatory Insurance Coverage. The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.

6. Agreement Waiver. This section has been moved to 1.6.(B)(7).

7. Future Refinancing. Project Owners must receive HUD approval for any refinancing or restructuring of permanent debt during the HAP contract term, to ensure the financing is consistent with long-term preservation. (Current lenders and investors are also likely to require review and approval of refinancing of the primary permanent debt.)

8. Administrative Fees for Public Housing Conversions during Transition Period.

For the remainder of the Calendar Year in which the HAP Contract is effective (i.e. "transition period"), RAD PBV projects will be funded with public housing funds. For example, if the project's assistance converts effective July 1, 2015, the public housing Annual Contributions Contract (ACC) between the PHA and HUD will be amended to reflect the number of units under HAP contract, but will be for zero dollars, and the RAD PBV contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time. For fiscal years 2014 and 2015, PHAs operating HCV program received administrative fees for units under a HAP contract, consistent with recent appropriation act references to "section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Responsibility Act of 1998" and 24 CFR § 982.152(b). During the transition period mentioned in the preceding paragraph, these provisions are waived, and PHAs will not receive section 8 ongoing administrative fees for PBVRAD units. After this transition period, the section 8 ACC will be amended to include section 8 funding that corresponds to the units covered by the section 8 ACC. At that time, the regular section 8 administrative fee funding provisions will apply.

9. Choice-Mobility. One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance. If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD. The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan. To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) and 24 CFR part 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

10. Reserve for Replacement. The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital

items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account covered under a General Depository Agreement (HUD-51999) or similar instrument, as approved by HUD, where funds will be held by the Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines and as directed by HUD.