

DUPAGE HOUSING AUTHORITY
RESOLUTION NO. 2021 – 01
ADMINISTRATIVE PLAN REVISIONS


BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE DUPAGE HOUSING AUTHORITY (DHA), as follows:

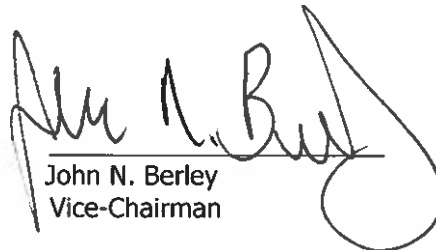
Section 1: It is in the best interests of the DuPage Housing Authority to take the following action:

Approve the attached four revisions to the DuPage Housing Authority Administrative Plan: Two changes in Chapter 3: 3-I.A. (Family and Household) and 3-I.K. (Live-in Aide), a revision in Chapter 4-IV.D. (Approved General Preference Categories), and lastly in Chapter 17-V.B. (Amendments to the HAP Contract).

Section 2: This Resolution is effective upon its adoption retro to March 27, 2020.

Approved by the DuPage Housing Authority Board of Commissioners on the 21st day of January, 2021.


Sherrin R. Ingram
Chair


John N. Berley
Vice-Chairman

Ayes: 6

Nays: 0

Abstain: 0

ADMIN PLAN CHANGES ADOPTED BY CARES ACT WAIVER
Presented for Board confirmation – January 21, 2021

3-I.A. FAMILY AND HOUSEHOLD

Family

At any point after a partner agency makes an applicant referral to DHA for a HUD Special Program or targeted voucher admission, or after the DHA makes a waiting list selection to determine initial HCV program eligibility for any applicant, the addition of any new family members or household member not already listed in the family or household is restricted to the following circumstances:

DHA Policy: Each family must identify the individuals to be included in the family at the time of pre-application, and must update this information if the family's composition changes. After initial selection by DHA to determine program eligibility, families must request DHA approval to add a new family member, household member, live-in aide, foster child, or foster adult. This includes any person not on the initial pre-application (or subsequent application) who is expected to stay in the unit for more than 7 consecutive days or 30 cumulative days within a 12-month period and therefore no longer qualifies as a "guest" and any person not on the lease who is expected to stay in the unit for more than 7 consecutive days or 30 cumulative days within a 12-month period and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by DHA prior to the individual moving into the unit. Allowing any person longer than described above, without notifying DHA and requesting approval to add the individual is considered a violation of Obligations of the Family and will result in corrective actions as described in [DHA Plan: Chapter 14, Program Integrity].



3-I.K. LIVE-IN AIDE

The definition of Live-in Aide under [24 CFR 5.403] is: A person who resides with one or more elderly persons or nearly-elderly persons or persons with disabilities and who:

- Is determined to be essential to the care and well-being of the persons;
- is not obligated for the support of the persons; and
- would not be living in the unit except to provide the necessary supportive services.

DHA Policy: On an annual basis DHA must approve a live-in aide if needed as a Reasonable Accommodation, in accordance with [24 CFR 8], to make the program accessible to and usable by the family member with disabilities.

1. *Essential Care: A medical doctor, psychiatrist, or a non-medical agency that provides services to people with disabilities, such as a Center for Independent Living will have to provide written documentation to DHA that the HCV program participant needs the services of a live-in aide. The recommendations should be from a professional that is familiar with the participant and have direct medical or professional experience in the areas related to the participant's disability.*

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The written documentation should be completed on the official DHA Reasonable Accommodation Verification form. The documentation needs to be dated within 60 days from the date that the services of the live-in aide will be required. The written documentation needs to define:

- *the duration of the services (short-term or long-term care), and*
- *the level of daily care that the person with a disability needs to be able to live in an independent apartment or home setting (i.e. hours of care needed in a 24 hour period), and*
- *the skill level of live-in aide (i.e. any age requirement or specialized medical certification or training needed by the live-in aide to meet the needs of the participant).*

The documentation should also give full contact information if DHA has questions concerning the recommendations.

2. *Determining the Residence of the Live-in Aide: DHA requires that the services of the live-in aid must be at an “arms-length transaction” between the participant and the live-in aide. The live-in aide must not have been a member of the participant’s household prior to becoming the live-in aide.*
3. *Relatives as Live-In Aides: A person that was or is a member of the participant’s household does not qualify as a live-in aide. If the participant wants to engage the services of a relative, DHA requires that the participant certify that:*
 - *The live-in aide is qualified to provide the needed care.*
 - *The live-in aide was not part of the household prior to the participant being admitted to the HCV program.*
 - *There is no other reason for the live-in aide to reside in the unit other than to care for the participant (i.e. the individual can demonstrate they have a previous residence they left in good standing).*
 - *The live-in aide and the participant will maintain separate finances.*
4. *Definition of Disabled Household: A disabled household is defined as a family whose head, spouse, or sole member is an adult with a disability. It may include two or more adults with disabilities (either related or unrelated) living together, or one or more adults with disabilities living with one or more live-in aides.*
5. *Eligibility and Screening of Live-In Aide: DHA will conduct criminal background checks of all live-in aides that a participant wishes to engage in services under the HCV Program. The following criteria will be used to evaluate the live-in aide before and/or during the service of the live-in aide at the assisted unit:*
 - *No history of fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;*
 - *No drug-related criminal activity or violent criminal activity;*
 - *No debts owed for rent or other amounts to DHA or any other Public Housing Authority in connection with the Housing Choice Voucher program or public housing assistance under the 1937 Act; and*
 - *Not subject to any lifetime registration requirements under a State Sex Offender Registration program.*

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6. *Income Exclusions: The income of all approved live-in aides will be excluded when calculating a household's income and determining the total tenant payment and subsidy amount. In addition, if the household is paying the live-in aide directly and receives funds specifically to cover the cost of these services, then this income will be excluded from the household income as well.*
7. *Allowances for Participant's Expenses: If the household uses their own funds to pay the live-in aide to enable a family member (including the household member with a disability) to be employed, then these funds can be deducted from the medical expense deduction in the rent calculation. This is only if these funds are not reimbursed by other sources such as Medicaid or other insurance coverage.*
8. *Unit Bedroom Size: DHA will add an additional bedroom for an approved live-in aide if their services are required by the disabled participant for more than 8 hours per day.*
9. *Temporary Aides: DHA will not increase the number of bedrooms if the live-in aide is only needed for a short period of time (90 days or less). DHA will allow the live-in aide to reside in the household but will not increase the number of bedrooms during that period. If the services of the live-in aide are needed beyond 90 days, then DHA can adjust the certified bedroom size.*



4-IV.D. APPROVED GENERAL PREFERENCE CATEGORIES

Category Four: Domestic Violence, Dating Violence, Sexual Assault or Stalking Preference

You are eligible for the Domestic Violence, Dating Violence, Sexual Assault or Stalking Preference if:

1. You have been determined to be a victim of domestic violence, dating violence, sexual assault, or stalking as described and prescribed under the *Violence Against Women's Act (VAWA)*, and
2. You submit required documentation to qualify for the preference.

To qualify for this preference, documentation that supports the determination must show you are being displaced or have been displaced from a domicile within the DHA service delivery area due to domestic violence, dating violence, sexual assault or stalking, *with written verification from the police, a social service agency, court, a physician, and/or a public or private facility giving shelter and/or counseling to victims.*

If your household fits this status or condition listed above you qualify for **One (1) Point** in this preference category.

It is important to note that:

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- DuPage Housing Authority **DOES NOT** make the determination if an applicant is a victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking; and
- While self-certification is acceptable documentation for *DHA* to use under the VAWA Act to determine if a *DHA* HCV program participant qualifies as an eligible victim under the Act, it IS NOT ACCEPTABLE documentation for *DHA* to use to determine if a *DHA* HCV program applicant qualifies for the *DHA* HCV program's Domestic Violence, Dating Violence, Sexual Assault or Stalking preference.



17-V.B. AMENDMENTS TO THE HAP CONTRACT

Subtraction of Contract Units

[24 CFR 983.207(b)(2)]

If *DHA* determines that a contract unit is not in accordance with the housing quality standards or any other HAP contract requirement, *DHA* may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

- ***DHA Policy:*** *DHA will consider subtracting contract units to the HAP Contract when DHA determines that a contract unit is not in accordance with any HAP contract requirements. DHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract. Circumstances may include, but are not limited to:*
 - *A project unit becomes uninhabitable for any reason for a period of thirty (30) or more calendar days;*
 - *A project unit has remained vacant for a period of one hundred twenty (120) or more calendar days since owner notice of vacancy (and notwithstanding the reasonably good faith efforts of the DHA to fill such vacancies; and*
 - *A project unit that project ownership has requested to be subtracted from the PBV HAP Contract.*