

## APPENDIX IV

### CARES ACT WAIVERS

This Appendix to the Administrative Plan was approved by NOHA Board of Commissioners on November 5, 2020 and remains in effect through December 31, 2020 or any additional extensions granted by HUD, whichever is later.

Waiver Reference in Notice PIH	Current Administrative Plan Language	Policy Revision Due to COVID-19
PH and HCV-3 & 4: Family Income and Composition – Annual and Interim Reexamination Income Verification - This waives the requirement to follow the income hierarchy described in notice 2018-18. NOHA may forgo third-party income verification requirements for annual and interim reexaminations, including the use of EIV, and may use self-certification as the highest form of income verification to process annual and interim reexaminations.	<p><u>Chapter 6 C. Methods of Verification</u>            NOHA uses HUD’s hierarchy for verifications, in the following order:            Up-front Income Verification (UIV) using HUD’s Enterprise Income Verification (EIV) system            Up-front Income Verification (UIV) using a non-HUD system            Written Third-party Verification provided by applicant or participant            Written Third-party Verification Form            Oral Third-party Verification            Self-Certification</p>	<p>NOHA is required to conduct a reexamination of income and family composition annually and to use the Enterprise Income Verification (EIV) System for verification of family income at the annual examination.</p> <p>If NOHA is unable to follow the HUD hierarchy because verifications are not available, NOHA may accept written self-certification as well as oral third-party certification to verify income for reexaminations and interim re-examinations as the highest form of income verification through December 31, 2020 or any subsequent extensions provided by HUD.</p>
PH and HCV-5: Enterprise Income Verification (EIV) Monitoring; This waives the mandatory EIV monitoring requirements through December 31, 2020.	<p><u>E. EIV Verification Process</u>            NOHA uses HUD’s Enterprise Income Verification (EIV) system and the EIV Income Validation Tool and reports) to verify participant employment, earned income, unemployment benefits, and social security (SS), and supplement security income (SS) benefits information at annual and interim reexaminations.</p>	<p>NOHA is required to use the EIV System to verify the reported income of participants.</p> <p>Due to possible technology challenges and limitations that may be encountered during the COVID-19 pandemic, NOHA may suspend EIV monitoring.</p>
HQS-1: Initial Inspection – This waives the requirement to conduct an initial inspection and the unit passes in order for it to be placed under HAP contract and payments commenced on the unit.	<p>Chapter 8 C. Initial HQS Inspections            NOHA will inspect the unit, determine whether the unit satisfies the HQS, and notify the family and owner of the determination within 15 calendar days of the inspection, unless NOHA determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.</p>	<p>NOHA is required to conduct an inspection of a unit, within specific timeframes, before any housing assistance payment is made to determine whether the unit meets HQS. NOHA may not approve the assisted tenancy or execute a HAP contract until the unit has been inspected by the PHA and passes HQS.</p>

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	<p>The initial inspection will be conducted to:</p> <ol style="list-style-type: none"> <li>1. Determine if the unit and property meet the HQS defined in 24 CRF 982.401, and in this Plan; and</li> <li>2. Document the information to be used, including current condition of the unit, for determination of rent-reasonableness.</li> </ol> <p>If the unit fails the HQS inspection, the owner will be given up to 15 calendar days but no more than 25 calendar days to correct the items noted as fail, at the inspector's discretion, depending on the amount and complexity of work to be completed. The family and/or owner will be advised to notify NOHA once repairs are completed, in writing. NOHA will schedule a re-inspection for initials, emergency repairs, or as necessary based on the fail items and the history of the owner/landlord.</p> <p>If the unit fails the re-inspection, the owner will be allowed one additional re-inspection for repair work to be completed.</p>	<p>In lieu of conducting an initial inspection, NOHA may allow the owner to submit a self-certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question instead of conducting an initial inspection.</p> <p>For any units for which a self-certification was accepted, NOHA will perform an inspection of the unit no later than 1 year from the date of the owner's certification.</p>
<p>HQS-3: Initial Inspection: Non-Life-Threatening Deficiencies (NLT) Option: This waives the requirement that the PHA must withhold the payment if the NLT repairs are not made in 30 days. Instead, the PHA may provide an extension of up to an additional 30 days to the owner to make the NLT repairs and continue to make payments to the owner during the period of that maximum 30-day extension</p>	<p>NA</p>	<p>NOHA may approve the Request for Tenancy (RFTA) and commence housing assistance payments if the unit failed to meet HQS as the result only of Non-Life-Threatening (NLT) deficiencies. NOHA may approve an extension of up to an additional 30 days to make the repairs.</p> <p>NOHA may also approve an assisted tenancy and execute a HAP contract if there are outstanding NLT deficiencies in the unit. However, if repairs are not made within 60 days, NOHA will withhold payments until the repairs are made. Once the unit passes the HQS, assistance payments may be made retroactively, dating back to the beginning of the</p>

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		assisted lease term, which is the effective date of the HAP contract.
<p>HQS-5: Biennial HQS Inspections: Under this waiver, NOHA is allowed to delay biennial inspections for both tenant-based and PBV units. All delayed biennial inspections must be completed as soon as reasonably possible but no later than 1 year after the date on which the biennial inspection would have been required.</p>	<p>CHAPTER 8: Housing Quality Standards and Inspections</p> <p>NOHA generally performs five types of inspections:</p> <ol style="list-style-type: none"> <li>1. Initial/move-in: Conducted upon receipt of Request for Tenancy Approval;</li> <li>2 Annual: Must be conducted within 12 months of the previous annual inspection</li> <li>3. Special: At request of agency or other third party, if NOHA determines an inspection is warranted;</li> <li>4. Complaint: At request of owner or family, if NOHA determines an inspection is warranted; and</li> <li>5. Quality control: Conducted by a supervisor to ensure the consistency and accuracy of NOHA HQS determinations.</li> </ol> <p>NOHA conducts an inspection to determine continuing compliance with Housing Quality Standards at least annually, at least one day prior to the previous annual inspection.</p>	<p>All HCV-units will be inspected, at least biennially, and must comply with Housing Quality Standards to participate in the program.</p> <p>NOHA may delay biennial inspections until the CDC, state and local government have relaxed the COVID-19 restrictions. Delayed inspections will be conducted as soon as reasonably possibly, but not later than one year after the date the biennial inspection would have been required absent the waiver.</p>
	<p>E. Special/Complaint Inspections</p> <p>If at any time the family or owner notifies NOHA in writing that the unit does not meet Housing Quality Standards, NOHA will conduct an inspection, if NOHA determines that an inspection is warranted. NOHA may also conduct a special inspection based on written information from third parties, such as neighbors or public officials.</p> <p>H. Emergency Repair</p> <p>If the emergency repair or urgent repair item(s) are not corrected in the time period required by NOHA, the Housing Assistance Payment may be abated and the HAP Contract may be terminated.</p>	<p>Owners are required to maintain units in compliance with Housing Quality Standards (HQS) at all times. NOHA conducts a special inspection if the owner, family, or another source reports HQS violations in the unit.</p> <p>For reported HQS violations in the unit, NOHA will notify the owner of deficiency and in lieu of a physical inspection, NOHA will require owners to self-certify to repair for HQS fail items within the prescribed time, 24 hours for life threatening or 30 days for non-life threatening.</p> <p>In lieu of re-inspection when unit in abatement and/or third inspection is requested, NOHA will require the owner and participant to submit an Owner Self Certification of Repair for failed items.</p>

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		NOHA shall perform an inspection of the unit no later than 1 year from the date of the owner's certification.
<p>HQS-9: HQS Quality Control Inspections - This waiver provides a suspension of the requirement for QC sampling inspections.</p>	<p><u>F. Quality Control Inspections</u>  NOHA will perform quality control inspections of units under contract to maintain NOHA's required standards and to assure consistency in enforcing HQS standards. The purpose of quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.  The number of quality control inspections to be completed NOHA will be determined by HUD SEMAP standards for indicator #5, described in the HUD Housing Choice Voucher Guidebook, for a voucher program of 601 – 2000 Vouchers. Specifically, HUD requires that quality control inspections be conducted on 16 plus 1 for each 100 (or part of 100) over 600 vouchers under HAP contract at the end of NOHA's previous fiscal year.</p> <p>The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods and inspectors and will cover both initial and annual inspections.</p>	<p>NOHA is required to conduct quality control inspections of a sample of units under contract.</p> <p>NOHA may suspend quality control inspections until the CDC, state and local government have relaxed the COVID-19 restrictions. Quality Control inspections will be conducted as soon as reasonably possible and safe to do so.</p>
<p>HQS-10: HQS Space and Security - This waives limits on persons per sleeping room if a family wants to add a family member for existing leases only (not new leases). The waiver will remain in effect 1 year from the lease term or date of this notice, whichever is longer.</p>	<p><b>K. CHANGES IN HOUSING CHOICE VOUCHER SIZE</b>  The members of the family residing in the unit must be approved by NOHA. The family must obtain approval of any additional member before the person occupies the unit except for additions by birth, adoption, or court awarded custody, in which case the family must inform NOHA within 10 days. Requests by the family to add additional family members, other than by birth, adoption, marriage or court awarded custody, will only be approved if it does not create an overcrowded condition.</p>	<p>HQS requirements permit a maximum of two persons per living or sleeping room in the units. If a unit does not meet HQS space standards due to an increase in family size or change in family composition, NOHA will issue the family a voucher to move to an appropriate-sized unit.</p> <p>NOHA will not require a family to move until the lease term date after COVID-19 restrictions are lifted, if the addition of a new household member</p>

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	If a unit does not meet HQS space standards due to an increase in family size, (unit too small), NOHA will issue a new Voucher at annual reexamination.	would violate Housing Quality Standards (HQS) regarding space and safety.
HCV-2: Information When Family is Selected: PHA Oral Briefing - This waives the requirement to conduct an oral briefing for families selected to participate in either the HCV or PBV program. Oral briefings of new HCV recipients can be done through other means such as a webcast, video call, or expanded information packet.	NA	NOHA is required to give an oral briefing to families in the HCV and PBV programs that are selected from the waiting list.  NOHA will not require that eligible applicants pulled from the HCV waiting list attend an in-person briefing in order to receive a voucher. Instead, eligible applicants will be required to watch an online briefing presentation or receive an oral briefing by phone.
HCV – 6: Automatic Termination of HAP Contract - This waives the requirement to terminate a HAP contract 180 days after a participant is placed on abeyance. NOHA may, following written notice to the participant, extend the period of time following the last payment to the owner that triggers the automatic termination.	Chapter 13 D. Grounds for Termination of Assistance NOHA is required to terminate assistance for any or all of the following circumstances: <u>Family with Zero Assistance</u> The family may remain in the unit at zero -\$0- assistance for up to 180 days after the renewal of the last HAP or the interim rent change that brought about the -\$0- assistance. If the family is still in the unit after 180 days, the HAP assistance will be terminated accordingly. If anytime within the 180 days, an increase in contract rent by the owner or a decrease in Total Tenant Payment causes the family to be eligible once again for housing assistance payments, NOHA will then resume the family’s assistance payments  After NOHA has made a determination of ineligibility, the family will be notified of the determination in writing and the reasons and informed of the option.	NOHA is required to automatically terminate HAP contract if a family has received zero assistance in 180 days. NOHA will not pursue program termination for participants who have received zero assistance and are able to pay their full contract rent for more than 180 days.
HCV-3: Term of Voucher – This waiver provides an extension to the voucher term in an effort to provide	D. TERM OF HOUSING CHOICE VOUCHER  The Housing Choice Voucher is valid for a period of 60 calendar days from the date of issuance. The family must	Vouchers are typically issued for an initial voucher term of 60 calendar days. The maximum time limit on the voucher term (including extensions) is 120 days.

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<p>maximum search time for families searching for a unit.</p>	<p>submit a Request for Tenancy Approval within the 60-day period unless an extension has been granted by NOHA.</p> <p>If the Housing Choice Voucher has expired and has not been extended by NOHA or expires after an extension, the family will not be entitled to a review or hearing.</p>	<p>NOHA may grant an extension of the voucher term through December 31, 2020 or any subsequent extensions provided by HUD to allow families time to search for a suitable unit.</p>
<p>HCV-5: Absence From Unit - This waives the requirement that a voucher holder may not be absent from a unit for more than 180 consecutive calendar days.</p>	<p>Absence of Entire Family Families are required to notify NOHA before they move out of a unit and to give NOHA information about any family members' absence from the unit.</p> <p>Families must notify NOHA and the owner if they are going to be absent from the unit for more than 30 consecutive days for any reason.</p> <p>If it is determined that the entire family is absent from the assisted unit for more than 30 consecutive days, the unit will be considered vacated and housing assistance will be terminated.</p>	<p>NOHA is required to terminate assistance for families that are absent from the unit for more than 180 consecutive calendar days for any reason. Due to the COVID-19 pandemic, NOHA recognizes that families may have to relocate to protect their health and safety.</p> <p>NOHA will not terminate assistance for families who have been away from the unit for more than 180 calendar day due to the COVID-19 pandemic. NOHA may not make payments after this date if the family is still absent and the HAP contract will terminate.</p>
<p>HCV- 6: Family Self-Sufficiency (FSS) Contract of Participation- Family Self-Sufficiency (FSS) contracts of participation can be extended for up to two years due to good cause. This provides for extensions to the FSS Contract of Participation.</p>	<p>NA</p>	<p>The FSS contract of participation provides that each FSS family is required to fulfill their obligations no later than 5 years after the effective date of the contract. NOHA may extend the term of the contract of participation for a period not to exceed two years for any FSS family that requests, in writing, an extension of the contract, provided that NOHA finds that good cause exists for granting the extension.</p> <p>NOHA will consider circumstances surrounding the COVID-19 pandemic as a good cause for granting Family Self-Sufficiency (FSS) Program contract extensions.</p>

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<p>HCV- 10: Family Unification Program: FUP Youth Age Eligibility to Enter HAP Contract – This waives the requirement that the PHA may execute a HAP contract on behalf of any otherwise eligible FUP youth not more than 25 years of age (not yet reached their 26th birthday).</p>	<p><i>Chapter 19 Family Unification Program (FUP)</i> NA</p>	<p>FUP provides rental assistance to foster youth who are at least 18 years old and not more than 24 years old at the time of initial HAP contract execution.</p> <p>NOHA will extend the age limit for foster youth to up to age 26 at the time of the initial HAP contract execution.</p> <p>NOHA will also accept referrals from child welfare</p>
<p>HCV-11: FUP: Length of Assistance for Youth: This waiver allows PHAs to suspend terminations of assistance for FUP youth who will reach the 36-month limit between April 10, 2020 and December 31, 2020.</p>	<p><u>Chapter 19</u> <i>Family Unification Program (FUP)</i> NA</p>	<p>FUP provides rental assistance to foster youth for a period not to exceed 36 months.</p> <p>NOHA will suspend terminations of assistance for FUP youth who will reach the 36-month limit.</p>
<p>HCV- 12: Family Unification Program: Timeframe for Referral – This waiver allows PHAs to accept referrals of otherwise eligible youth who will leave foster care with 120 days.</p>	<p><u>Chapter 19</u> <i>Family Unification Program (FUP)</i> NA</p>	<p>NOHA may accept referrals from child welfare agencies for foster youth who will leave foster care within 90 days.</p> <p>NOHA will extend the timeframe to accept referrals from child welfare agencies for youth who will leave foster care to 120 days.</p>
<p>Interim Reexamination Retroactive Changes</p>	<p>Interim Rent Change Effective Dates</p> <p><u>Decreases:</u> If the change in income/family composition results in a <u>decrease</u> in the tenant portion of the rent, the change will become effective on the first day of the month following the change, only if all required documentation and third party verifications have been received by the Housing Specialist Inspector prior to the 25<sup>th</sup> of the month. If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:</p>	<p>To avoid evictions during the COVID-19 pandemic, retroactive changes in rent as the result of an interim reexamination shall be allowed for families who were eligible for a rent reduction, but did not report their income loss promptly due to extenuating circumstances of COVID-19 and/or families.</p> <p>The effective date of an interim reexamination retroactive to the first of the month following the date of the actual decrease in income as opposed to the first of the month following when the family reported the change in income or when the interim reexamination was conducted.</p>

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	<p>In the event the change in income/family composition is not reported in a timely manner, the rent increase will be made effective the first day of the month, following receipt of all documents and third party verifications by the Housing Specialist Inspector. This will allow for the required 30 day notice.</p> <p>Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpayment of housing assistance and will be required to repay all overpayment amounts. If it is determined the family is unable to repay the amount in full due to a lack of available funds, the family may be required to enter into a Repayment Agreement with NOHA.</p> <p>The exception is if the family specifically requests the change occur sooner, in order to avoid repayment requirements of any overpayments in subsidy for that period.</p> <p>Decrease in Tenant Rent will be effective on the first of the month following completion of processing by NOHA and not retroactively.</p> <p>If the family's share of rent is to decrease: The decrease will be effective on the first day of the month following the month in which the change was reported and all required and requested information has been received.</p>	