



## **AAHSA Fact Sheet**

### **4350.3 Rev-1, Change 2 – Highlights and Tips**

HUD has issued the latest changes to the occupancy handbook (HUD Handbook 4350.3 Revision 1, Change 2) -- with a retroactive effective date of June 29, 2007 for most everything. While AAHSA has requested some kind of reasonable implementation policy be issued, at this point owners are essentially expected to have incorporated these policies prior to their public release. And most are working diligently to get the required changes in place as quickly as they can.

The key to the changes can be found in the transmittal. As expected, Change 2 incorporates many of the responses to the earlier Frequently Asked Questions (from Revision 1, Change 1). Significant changes are noted regarding lease requirements, contract administrators' roles, income, asset and expense calculations, eligibility and occupancy standards, reasonable accommodations. Helpfully, there are more and better distinctions regarding which policies do or not apply to specific elderly housing or particular subsidy programs, and detailed clarification of such things as program-specific considerations regarding adult children or live-in aides in different types or "generations" of Section 202 housing. Numerous references are made to Limited English Proficiency. Changes also incorporate new recordkeeping requirements like: "applicant's or tenant's files should be available for review by the applicant or tenant upon request..." and "owners must dispose of applicant and tenant files and records in a manner that will prevent any unauthorized access to personal information, e.g., burn, pulverize, shred, etc." (a timely addition in this age of pervasive identity theft). A definite eye-brow raiser is the new policy stating that when the household of a tenant with disabilities is being moved to a different unit as a reasonable accommodation, owners are required to "pay for the move" (though questions have already been submitted about what that really means).

The transmittal, however, fails to delineate which elements are in effect now from those elements which are site software dependent (allowed 90 days to be incorporated) or will take an uncertain period of time to implement in the HUD TRACS systems.

Following is the first part of our initial analysis emphasizing some of the more significant changes and issues of particular significance to senior housing providers, including software implications (if known or suspected) and any clarifications/corrections, or responses to questions AAHSA may have submitted (if issued). Topics covered in this edition include:

- Implementation of Changes in General
- New Leases and Lease Requirements
- Adult Children and Live-in Aides
- Reasonable Accommodations
- Limited English Proficiency
- Program Clarifications and Distinctions
- Medical Expenses, Nutritional Supplements and Non-prescription Medicines
- Training Resources and Materials Availability Updates

NOTE: This is in no way meant to be an exhaustive review. Members are encouraged to read the transmittal, accompanying changes, and/or to seek training to assure full compliance.

## **How to Find the Changes; When to Implement Them**

The occupancy handbook (HUD 4350.3) as posted online on July 16, 2007, blends the latest revisions in with previously existing text. The key to finding the changes is the nine-page transmittal at the head of the online handbook which provides the following implementation information:

*“These changes are effective June 29, 2007. Unlike previous changes, and in response to Multifamily Housing's business partner requests, owners/management agents have 90 calendar days from the effective date, or September 24, 2007, to implement those changes requiring modifications to their TRACS software. The only exception to this would be if there are modifications that cannot be made at this time due to incompatibility with HUD's TRACS system. If this occurs, further guidance will be forthcoming”*

and a short-form explanation of each of the changes made. (It should be noted that some changes were NOT represented in the transmittal summary, but we will point out any that are particularly significant). Changes have been incorporated throughout the the table of contents, each of the chapters (1 – 9), and into various appendices and exhibits.handbook. Changes are designated by a double asterisk(\*\*) at the beginning and end of the change. (NOTE: changes from Change 1 similarly are designated by a single asterisk (\*) also at the beginning and end.) Changes vary from corrected typos or renumbered references, to insertions of new policies, retractions of old policies and even clarifications of existing policies with some with surprising implications.

AAHSA has asked HUD to allow owners time to review the changes, get staff trained, and make the necessary modifications to site policies, procedures and documents. In our request, we suggested that HUD could distinguish between the effective date of change of HUD policy and a reasonable implementation date for owner accountability;and should publish a list of elements which are accepted as being “TRACS software or HUD systems” dependent. However, for now, implementation remains, generally, retroactive to June 29.

Additionally, HUD is sending out corrections and clarifications as needed using the RHIIP Listserv. For example, they have already indicated that a corrected version of Appendix 4-A – the HUD Model Lease for Subsidized Programs will be (and now has been) posted to HUDClips (a sentence was inadvertently left out of Paragraph 19, Size of Dwelling) - along with lease implementation info (detailed below); and corrected an error was made pertaining to disabled student receiving Section 8 assistance as of November 30, 2005 (not 2006) in Paragraph 3-13.A.2.f.

AAHSA urges all owner/operators and/or resident certification or occupancy specialists to review the transmittal ([http://www.hudclips.org/sub\\_nonhud/cgi/pdfforms/43503transchg2.doc](http://www.hudclips.org/sub_nonhud/cgi/pdfforms/43503transchg2.doc)), monitor the RHIIP listserv, and seek training on the substantive changes. See “Resources” at the end of this document for training and publication order information.

## **New Leases and Lease Requirements**

Change 2 includes new versions of some of the model leases (Appendices 4 A – the Section 8 model lease and 4 B – the Section 202/8 and 202/PAC model lease) and, for the first time, guidance was provided on how to *fill-in the blanks* on each of the leases (new Appendices 4 E, F and G) - - including a change in how initial and renewal dates are to be set.

### **Changed Requirements:**

Basically, HUD now specifies that initial one year contracts should be for a full 365 days, so the ending date is the same as the starting date. And the renewal date is now one day later than the way most leases have been written in the past years.

The new requirements read as follows

*(Appendix 4 E)- Paragraph 2: Length of Time (Term). “For 236 Basic Rent, Below Market Interest Rate (BMIR), Rental Assistance Program (RAP) and Rent Supplement tenants, HUD requires initial and renewal lease terms of no less than one month and no more than one year. For Section 8 New Construction, Substantial Rehabilitation and Loan Management Set-Aside projects, HUD requires initial terms of at least one year and renewal terms of at least one month.*

*[Lines] F and G – fill in the beginning and ending dates of the lease.*

*The ending date of a one-year lease should be the same day one year later unless the locality where the project is located allows the landlord to cover the entire month.*

*Example: Beginning date of the lease is May 16, 2005; the ending date of the one-year lease would be May 16, 2006. The tenant would have to be out of the project on May 17, 2006. If the locality where the project is located allows a landlord to cover the entire month then the ending date would be May 31, 2006. The tenant would have to be out of the project on June 1, 2006.”*

Similarly Section 202/8 and Section 202 PAC (Appendix 4F), and Section 202 PRAC and Section 811 PRAC (Appendix 4G), initial terms are required to be at least one year long and automatic renewals for successive one-month terms and lines F and G are to be completed with the same new “one day extra” in the first year of the contract.

### **Questions and Answers:**

When asked to clarify why this was a “should”, not a “must” this was the response that was received:

*“...legal counsel on this issue advised that we leave room in our policy for those localities that allow a landlord to cover either the entire month, even if the tenant moves in mid-month or those that prorate only on a half/month basis – that is if you move in May 1-15 you pay full month, after May 15 you pay ½ month. How often their examples may apply, [we] don’t know but that is the reason for the “should” versus “must”.”*

#### Software Implications; Updates and Clarifications:

While most site-based TRACS software programs will generate leases and need to be updated to generate the new Change 2 versions, HUD has not apparently recognized the lease changes as being subject to the 90 day delay for implementation. At least, the clarification regarding implementation detailed in the Change 2 Update sent out as RHIIP Listerv Posting #69 does not suggest any software implemtnation delay, but only indicates immediate expectations that:

- *Owners must use the revised leases(s) issued in Change 2 for all new admissions.*
- *Leases for current tenants must be executed by no later than the time of the next scheduled annual recertification and no sooner than the 60-day notice requirement discussed in paragraph 6-12 of the Handbook.*
- *Since the revisions to the lease are issued by HUD Headquarters, no further approval from the local HUD office or the Contract Administrator is necessary.*

#### Other related changes:

Rural Housing properties must now use the HUD Model Lease. According to Paragraph 6-5.F.2 - Section 515/8 projects must use the HUD Model Lease for Subsidized Programs and that the owner must prepare and have approved a lease addendum containing the additional requirements required by RHS.

Figure 6-2 - Added Rent Supplement and Rental Assistance Payment (RAP) to the programs that use the Model Lease for Subsidized Programs.

Paragraph 6-12.B.1 clarifies that “lease changes provided by HUD Headquarters must be incorporated into the lease and do not require approval by the HUD Field Office or Contract Administrator.”

## **Adult Children and Live-in Aides in Section 202 Housing**

HUD has expanded on its policy statements regarding when an adult child can be added to a senior household. And whether or not their income counts in the tenant assistance calculation depends on which specific generation of Section 202 program is involved. The topic is addressed in Chapter 7 (Annual Recertifications), and in Chapter 3 (Eligibility for Assistance and Occupancy), and includes a new comparison chart for Live-in Aide and Adult Child in 202/8 and 202/PRAC properties.

### **Changed Requirements:**

The following excerpt is from 7-4 D and E,

*D. When a change in family composition is reported in \*\*Section 202/8 projects, adult children are eligible to move in after initial occupancy only if they are essential for the care or well-being of the elderly tenant(s). They are considered a part of the family and their income must be counted. Owners should require adult children to sign a release form relinquishing any future rights to the unit as a remaining member of the tenant family, as they qualify for occupancy only as long as the individual needing the supportive services is in occupancy.\*\**

*E. When a change in family composition is reported in \*\*Section 202 PRAC and Section 811 projects\*\*, occupancy by adult children is subject to the following restriction. Adult children are not eligible to move into a unit after initial occupancy unless they are performing the functions of a live-in aide and are classified as a live-in aide for eligibility purposes. \*\*See paragraph 3-6 E.3 for eligibility requirements for a live-in aide.\*\**

The reason behind such policy distinctions is unclear, but the manner in which owners are expected to implement them are helpfully communicated in the following new chart:

Figure 7-2: Comparison of Live-in Aid and Adult Child in 202/8 and 202 PRAC projects

	202/8	202 PRAC
<b>Admission to household after initial occupancy:</b>		
Live-in aide	Yes	Yes
Adult child	Yes – if needed for essential care of family member	Yes - Only if performing function of live-in aide
<b>Income counted:</b>		

Live-in aide	No	No
Adult child	Yes	No
<b>Counted as member of family:</b>		
Live-in aide	No	No
Adult child	Yes	No
<b>Right to remain in unit: (See paragraphs 7-4.D and 3-6.E.3 for lease addendum requirements.)</b>		
Live-in aide	No	No
Adult child	No	No

To keep the references all in one place, here is what Chapter 3 says concerning what a live-in aide is and what documentary steps to take to assure their presence in the building does not extend beyond the time they are serving the senior resident. The following excerpt comes from:

### **3-6 E Income Limits and Family Size**

**3. "When determining family size for establishing income eligibility, the owner must include all persons living in the unit except the following:**

**a) Live-in aides. A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who:**

**1 -Is determined to be essential to the care and well-being of the person(s);**

**2 -Is not obligated for the support of the person(s); and**

**3 --Would not be living in the unit except to provide the necessary supportive services.**

**"While a relative may be considered to be a live-in aide/attendant, they must meet the above requirements, especially the last. The live-in aide qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant, and may not qualify for continued occupancy as a remaining family member. Owners are encouraged to use a**

*HUD-approved lease addendum that denies occupancy of the unit to a live-in aide after the tenant, for whatever reason, is no longer living in the unit. (See paragraph 6-12 C for more information.) The lease addendum should also give the owner the right to evict a live-in aide who violates any of the house rules."*

And don't forget, Live-in Aides are required to be screened according to the same criteria as any new resident or addition to the family.

## **Reasonable Accommodations**

HUD has incorporated additional language which emphasizes owners' obligations to assure equal accessibility to programs and services for persons with disabilities. And one of these changes has direct budgetary implications because the assertion is that owners must pay for moves made as a reasonable accommodation for persons with disabilities. Here's what the new language says:

### **Changed Requirements**

#### **2-33     *Moving Tenants Who Require Special Features into Accessible Units***

- C.     ***\*\*If a tenant household is being moved to a different unit as a reasonable accommodation to a household member's disability, then the owner must pay for the move unless doing so would constitute an undue financial and administrative burden. \*\****

#### ***Example – When Owners Should Move Tenants to Accessible Units***

*The head of household's grandmother, who is a member of the household, cannot climb the two flights of stairs to the unit because she has arthritis in her knees. The head of household requests that they be moved to a unit on the ground floor. The owner must move the household to the next available ground floor unit. If there are no ground floor units of the correct bedroom size expected to be available within a reasonable time (e.g., 30 days), the owner may make a unit available by requiring a tenant in a ground floor unit who is overhoused or underhoused to move to a unit within the project that is the correct size for the household.*

### **Questions and Answers:**

This policy change has raised the question about what it means to "pay for the move" and what roles/responsibilities does this transfer to the owner? Does an owner have to arrange for the move? Do it themselves? Accept the liability for any damage/breakage? Or is it enough just to

provide a reasonable moving stipend? Such questions have not been answered yet. But HUD has verbally clarified, during an August 8, 2007 conference call with RHIIP held desk representatives and PBCAs, that owners are not expected to cover the cost of transferring service for telephones, etc. We will be sure to convey whatever additional information HUD may make available in response to these and related questions..

Other related changes:

- Paragraph 4-9.C.2.c – Added that the applicant rejection notice must state that “persons with disabilities have the right to request a reasonable accommodation to participate in the informal hearing process”.
- Paragraph 4-28.B.1 – Added if the applicant is a person with disabilities, the owner must consider extenuating circumstances where this would be required as a matter of reasonable accommodation. And reminds owners to see Chapter 2, Subsection 4 – which has 7 pages of examples and information worth reviewing starting on page 2-36.

**Limited English Proficiency (LEP)**

Numerous references have been incorporated into Change 2 concerning Limited English Proficiency. Most draw attention to ways owners might improve access to services for person with LEP, though sometimes suggesting owners *must* take certain actions, whether non-English speaking populations are already accessing the program or not. AAHSA certainly recommends that all members evaluate their need to provide information in languages other than English, and we have developed fact sheets on the subject available at

[http://www.aahsa.org/advocacy/housing/operations/fact\\_sheets/default.asp](http://www.aahsa.org/advocacy/housing/operations/fact_sheets/default.asp)

Here are some of the citations:

***2-9 Civil Rights Related Program Requirements***

***C. \*\*Improving Access to Services for Persons with Limited English Proficiency (LEP). Executive Order (E.O.) 13166 requires Federal agencies and grantees to take affirmative steps to communicate with persons who need services or information in a language other than English.***

***Housing owners must take reasonable steps to ensure meaningful access to the information and services they provide for persons with LEP. This may include interpreter services and/or written materials translated into other languages.***

***HUD specific LEP Guidance, “Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient***



*Persons” was published in the Federal Register on January 22, 2007.”*

And

#### *4-12 D Affirmative Fair Housing Marketing Plan/Advertising*

4. *\*\*The owner’s responsibility to market projects to those least likely to apply includes marketing to the LEP population in the community.\*\**

#### Questions and Answers:

AAHSA took issue with this unqualified statement in the AFHMP, as limited English proficient persons may already be adequately reflected in the applicant pool, so we asked for a clarification or recognition that this should be dependent on individual site marketing area demographics and waiting list circumstances. HUD’s response was: *“The language regarding LEP that is contained in the Handbook for change 2 was provided by FHEO staff. We will be working with FHEO to provide more information regarding LEP in a future change and will revisit what is currently in the handbook at that time.”*

#### Other related changes:

- 6-4.A. Leases and Lease Attachment General - Note added advising that leases may need to be conveyed in languages other than English for LEP persons.
- 6-27.C.2 – If owners decide to conduct a briefing with new tenants, *“they must make sure that the presentation is clear. If at all possible, it is suggested that the presenter use visual and media aids such as slide presentations and charts to conduct the briefing. \*\*This information may also have to be conveyed in languages other than English for LEP persons, in accordance with HUD guidance.\*\*”* [And this info is cross-referenced in Exhibit 6-6.]
- 7-7.B - Notices to Tenants concerning annual certifications has a new addition to the reminder which reads as follows: ***“REMINDER:*** *Notices to a tenant with a disability must be in a form accessible to the tenant (e.g., in Braille or audio form for a tenant with a vision impairment). \*\*Notices may also need to be conveyed in languages other than English for LEP persons in accordance with HUD guidance.\*\*”*
- Appendix 6 – The guidance on Independent Consent and Verification Forms has new “Notes” for each document which indicates that *“ This information may have to be conveyed in languages other than English for LEP persons in accordance with HUD guidance.”* AAHSA Note: In such a case, we would expect these documents to be identified for inclusion among the document HUD should develop – although some members may already have created their own translations.

## **Program Clarifications and Distinctions**

Not all rent subsidy programs are covered by the same income or eligibility rules. And not all people involved with the program are aware of this fact. For example, the PRAC programs are not covered by the Quality Housing and Work Requirements Act (QHWRA) income targeting and/or minimum rent legislative requirements impacting the Section 8 program, first implemented in the year 2000. Certainly the original release of HUD Handbook 4350.3 Revision 1 (before Changes 1 or 2) was the first significant effort to acknowledge the variety of operational distinctions, particularly among the elderly housing program. Change 2 now further highlights what does or does not apply to a particular program.

The following citations help plot out some of the further program and subsidy calculation distinctions that many senior housing providers must navigate daily:

- 1) Income limits for 202 projects without assistance and income limits for pre-1982 and post 1981 Section 202 properties are spelled out in Paragraph 3-6.D.3, as follows:

*Section 202 without assistance. \*\*Use the Section 236 low-income limit from the table of Income Limits for Section 221(d)(3) BMIR, Section 235 and Section 236 programs\*\* to establish program eligibility, with the following two exceptions:*

*Section 202 projects for which the application was filed prior to December 15, 1962 are not subject to income limits.*

*For Section 202 projects where income limits above the low-income limit were approved by HUD prior to July 21, 1972, the approved higher income limits remain in effect for these projects.*

and Fig 3-3 is modified, to clarify that income waivers *are* needed for post-universe contracts to serve low-income residents.

*Figure 3-3: Income Limits by Program*

<i>Subsidy</i>	<i>Type of Income Limit</i>
<i>Section 202 with Section 8 Assistance</i>	<i>**Pre-1981** Low, very low, and extremely low-income limit  **Post-1981 Very low and extremely low-income limit**</i>

- 2) Eligibility of college students for assistance is spelled out in such ways it makes clear distinctions between “Eligibility of Students for Section 8 Assistance” (3-13.A) and “Eligibility

of Students Under *Other* Assistance Programs” (3-13.B). Check the handbook changes for full text, as it is rather too lengthy to be inserted here. Note, also, that language found in Paragraph 5-6.D included text appropriate for insertion into a tenant selection plan stating when student financial aid is included in annual income for students applying for or receiving Section 8 assistance .

#### Questions and Answers:

During an August 8, 2007, conference call for RHIIP desk representatives, HUD acknowledged that there was not much information available concerning the non-Section 8 program expectations and requirements. Owners with questions are encouraged to submit their questions to HUD and/or us here at AAHSA, so that more details can be developed/provided by HUD now and in future handbook changes.

3) Age waivers for Section 515/8 rural elderly properties with owner adopted preferences for the elderly:

*12. **\*\*Elderly Restriction at RHS Section 515/8 Projects.** Owners of RHS Section 515/8 projects designated as elderly are limited to housing elderly persons or persons with disabilities meeting the Definitions A, D or E in Figure 3-6. Age restrictions cannot be waived at these projects. If there is an insufficient number of eligible applicants and the owner wishes to house persons who do not meet the elderly or disabled eligibility requirements in Figure 3-6, the owner must request RHS to reclassify the project designation from elderly to family. In cases where RHS has determined there is no longer a demand for the elderly units in the community where the project is located and changes the project designation to family, HUD or CA should consult with Legal Counsel to determine if there is a need to amend the assistance contract.\*\* (3-18.A.12)*

#### Following are other related examples:

- Paragraph 4-5 - income targeting does not apply to Section 202 PAC, 202 PRAC or 811 PRAC
- Paragraph 4-31.A.5 – noncitizen requirements do not apply to Section 202 PRAC, PAC, market rate, or any other Section 202 units not receiving Rent Supplement or Section 8
- Paragraph 6-23.B - Added new paragraph stating owners cannot charge tenants for late payment of rent in Section 202/8, Section 202 PAC, Section 202 PRAC and Section 811 PRAC projects.

- Paragraph 6-25.B.3 - Added a Note stating owners cannot charge tenants for returned checks for insufficient funds at Section 202/8, Section 202 PAC, Section 202 PRAC and Section 811 PRAC projects.

### **Medical Expenses, Nutritional Supplements and Non-prescription Medicines – Exhibit 5**

Chapter 5 changes reflect a number of clarifications on existing policies for determining income and calculating rent. Among them, formal adoption of policy to make income verifications valid for the full 120 days of the certification process. Additional key changes impacting senior housing providers concern the treatment of income and deductions for permanently confined family members, inclusion of periodic social security payments and a reversal concerning exclusion of initial investments in annuities, a new sample certification for qualified long-term care insurance expenses. And many more changes which should be reviewed comprehensively to assure full compliance.

#### **Changed Requirements:**

- 1) treatment of income and deductions for a permanently confined family member.

#### ***Paragraph 5-6.C. Income of Permanently Confined Family Members***

*1. An individual permanently confined to a nursing home or hospital may not be named as family head, spouse, or co-head but may continue as a family member at the family's discretion. The family's \*\*decision on whether or not to include the permanently confined family member as a family member determines if that person's income will\*\* be counted.*

*a. Include the individual \*\*as a family member and the\*\* income and allowable deductions related to the medical care of the permanently confined individual \*\*are counted\*\*;* or

*b. Exclude the individual \*\*as a family member and the\*\* income and allowances based on the medical care of the permanently confined individual \*\*are not counted\*\*.*

*2. \*\*If the family elects to include the\*\* permanently confined member, \*\*the individual\*\* is listed on the \*\*HUD-50059\*\* as an adult who is not the head, spouse, or co-head, even when the permanently confined family member is married to the person who is or will become the head of the family. \*\* The owner should consider extenuating circumstances that may prevent the confined*

*member from being able to sign the HUD-50059. If the owner determines the confined member is unable to sign the HUD-50059, the owner must document the file why the signature was not obtained. If the family elects not to include the permanently confined member, the individual would not be listed on the HUD-50059.\*\**

2) clarification of allowable deductions for expenses related to medically necessary treatment or for a diagnosed condition, but not elective procedures or general health and wellness items

*Exhibit 5-3 - Nutritional supplements and Non-prescription medicines - Changed to read in order to be eligible as a medical expense, it must be recommended in writing by a licensed health care provider that the drug is treatment for a specific condition diagnosed by a physician or health care provider.*

*Exhibit 5-3 - Personal use items section - Added incontinence supplies as an example.*

Other related changes:

- Exhibit 5-3 – Changed title to "Examples of" Medical Expenses That Are Deductible and Nondeductible"
- Exhibit 5-3 - cosmetic surgery - added "if medical complications, e.g., infections, etc., occur as a result of the procedure that requires medical treatment, the medical treatment expenses would be treated as a medical expense deduction."
- Paragraph 5-10.D.8.k - Added see Sample Certification for Qualified Long-Term Care Insurance Expenses in Exhibit 5-4.
- Exhibit 5-4 - Changed title to reflect it is a "sample" certification form for qualified long-term care insurance expenses.

Because of all that is going on with HAP payment gaps, the scope of these changes and various questions raised, and in the interest of time, this is all we are covering in this edition. More topics will be covered in a future analysis – Change 2, Part II – and will likely include the following topics:

- Changes to annual income – periodic payments, annuities, and home values
- Elements requiring Software and/or TRACS edits to implement
- Required Additions to Tenant Selection Plan
- Affirmative Fair Housing Marketing Plan
- Documentation and Recordkeeping changes
- Contract Administrator Role Clarifications

## **Resources: Training and Handbook Materials**

### TRAINING:

As indicated at the beginning, owners are encouraged to seek training for all appropriate staff. Numerous are the resources for training from credible sources. Many of them are linked to our website at <http://www.aahsa.org/advocacy/housing/operations/training/default.asp> and HUD offers a RHIIP Training and Seminar Calendar of Events at <http://www.hud.gov/offices/hsg/mfh/rhiip/eventscalendar.cfm>

AAHSA also expects to offer an audio conference **on Wednesday, September 12 from 2:00 – 4:00 p.m. ET** which will highlight the major changes to the Handbook and be presented by Bonnie Wilpon, a recognized expert in subsidized housing. Information should be available shortly on [http://www.aahsa.org/shared\\_learning/default.asp](http://www.aahsa.org/shared_learning/default.asp)

### HANDBOOKS:

HUD does not expect to make updated handbooks available in hard-copy, relying instead on owners to download and print the more than 50 sections only available online, or to purchase a copy from somewhere. As a service to members, AAHSA expects to have information on how members can order hard-copies shortly.

Ross Business Development is still finalizing work to issue their searchable CD-Rom, Change 2 edition – and incorporating the changed sections of the handbook that have gone up since initial posting (Appendices 4 and 6, as of July 31). Once that informatino is available, we will let you know.

### QUESTIONS:

Questions pertaining to the changes to the Handbook should be sent to Diane Hooten, Housing Project Manager, Office of Housing Assistance and Grant Administration, at [Diane.R.Hooten@hud.gov](mailto:Diane.R.Hooten@hud.gov), (and we would appreciate a cc: to [cbloom@aaahsa.org](mailto:cbloom@aaahsa.org) as well, so we can track your issues/concerns needing clarification now or help to advocate for desired additions in a future Change 3).

*For more information on these and other HUD management issues, contact Colleen Bloom, AAHSA Associate Director for Housing Operations, at (202) 508-9483 or [cbloom@aaahsa.org](mailto:cbloom@aaahsa.org).*

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