Revised: 7/11/03

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

PHA Plans

5 Year Plan for Fiscal Years 2001 - 2005
Annual Plan for Fiscal Year 2004

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

PHA Plan
Agency Identification

PHA Name: San Francisco Housing Authority

PHA Number: CA 001

PHA Fiscal Year Beginning: 10/01/03

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

☒ Main administrative office of the PHA --- 440 Turk Street
☒ PHA development management offices
District Offices:
District 1 – 90 Kiska Road
District 2 – 2501 Sutter Street
District 3 – 1010 Webster Street
☐ PHA local offices
☒ Section 8 Office – 1237 Van Ness Street

Display Locations for PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

☒ Main administrative office of the PHA --- 440 Turk Street
☒ PHA development management offices
District Offices:
District 1 – 90 Kiska Road
District 2 – 2501 Sutter Street
District 3 - 1010 Webster Street
☐ PHA local offices
☐ Main administrative office of the local government
☐ Main administrative office of the County government
☐ Main administrative office of the State government
☐ Public library
☒ PHA website
☒ Other (list below) Section 8 Administrative Office – 1237 Van Ness Street

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PHA Plan Supporting Documents are available for inspection at: (select all that apply)

☒ Main business office of the PHA

☒ PHA development management offices

District Offices:

District 1 – 90 Kiska Road

District 2 – 2501 Sutter Street

District 3 - 1010 Webster Street

☒ Other (list below)

Section 8 Administrative Office – 1237 Van Ness Street

5-YEAR PLAN
PHA FISCAL YEARS 2001 - 2005
[24 CFR Part 903.5]

A. Mission

The PHA's mission is to continue to provide for over 11,666 public housing residents, and 20,761 Section 8 participants, and to serve the low-income households of any private or non-profit housing developers in the City, especially working families. A primary goal of the Authority is to continue to provide housing for these low-income households while improving housing and economic opportunities for residents and maintaining high standards of property management, fiscal management and service delivery. Coordination with City efforts and collaborations with other public and private entities will continue to be emphasized.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS**. (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers:
- ☒ Reduce public housing vacancies:
- ☒ Leverage private or other public funds to create additional housing opportunities:
- ☒ Acquire or build units or developments
- ☒ Other (list below)

  Infill affordable and market rate housing, where density permits, at family and elderly/disabled public housing sites.

  Use Section 8 Project Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score)
- ☒ Improve voucher management: (SEMAP score)
- ☒ Increase customer satisfaction:
- ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

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- ☒ Renovate or modernize public housing units:
- ☒ Demolish or dispose of obsolete public housing:
- ☒ Provide replacement public housing:
- ☒ Provide replacement vouchers:
- ☒ Other: (list below)
  Partnering with locally based developers

☒ PHA Goal: Increase assisted housing choices
Objectives:

- ☒ Provide voucher mobility counseling:
- ☒ Conduct outreach efforts to potential voucher landlords
- ☒ Increase voucher payment standards
- ☒ Implement voucher homeownership program:
- ☒ Implement public housing or other homeownership programs:
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☒ Other: (list below)
  Voucher Homeownership in conjunction with comprehensive revitalization, infill housing, partnerships with Habitat for Humanity, Family Self-Sufficiency (FSS), and other home ownership programs.
  Use Section 8 Project Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.
  Utilize to the fullest extent possible the Section 8 Project-Based Voucher Program.

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment
Objectives:

- ☐ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements:
- ☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☒ Other: (list below)
  Deconcentrate poverty by bringing higher income public housing and other households into lower income density developments where more housing can be added to the site, including mixed income, mixed use community.
  Develop better one-on-one relationships with communities surrounding public and senior housing sites

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:

- ☒ Increase the number and percentage of employed persons in assisted families:
- ☒ Provide or attract supportive services to improve assistance recipients' employability:
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☒ Other: (list below)

  Identify and implement programs with community-based partners that can promote family self-sufficiency, including low-income families first-time home ownership opportunities.

  ROSS grant funds offer pre-apprenticeship construction-trade training for residents. Two community-based organizations provide the training.

  SFHA has a commitment that at least 25% of new staff hours, funded through contracts with outside sources awarded through a bid process, will be made available to residents of public housing.

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, sexual orientation, and disability:
- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, sexual orientation, and disability:
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- ☒ Other: (list below)

  The Housing Authority has created the Office of Civil Rights Inquiries to respond to residents and applicants relating to possible discrimination-based incidents and the implementation of procedures for addressing allegations of incidents with a perceived or actual discriminatory dimension.

Annual PHA Plan
PHA Fiscal Year 2003
[24 CFR Part 903.7]

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

Streamlined Plan:
- ☐ **High Performing PHA**
- ☐ **Small Agency (250 Public Housing Units)**
- ☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan

Executive Summary

Established in 1938, the San Francisco Housing Authority is located in the City and County of San Francisco. The Authority manages 6451 units of public housing stock in 53 developments scattered throughout the city. It is one of the largest public housing agencies in the nation, serving 32,427 eligible low- and very-low income residents. The Authority houses very low-income families, and without its assistance, many of San Francisco's residents, who come from many different ethnic backgrounds and who create the city's unique flavor, would be forced to live elsewhere. As a priority, the SFHA is seeking ways to address the growing needs of working families in addressing housing options and home ownership opportunities.

Given the age and condition of its current housing stock, the Authority could lose as much as three percent (3%) of its viable housing units each year. A large part of the problem is the extraordinary cost of maintaining these units as safe and livable; given current budget restrictions, gang and crime rates in the community, and strict federal regulations regarding fiscal responsibilities. Drastic measures must be taken and alternatives must be found to address these conditions in order to maintain safe and affordable housing for low-income residents of the city.

The Authority has six major goals it is seeking to accomplish in the short- and long-term future. First, it is committed to the preservation and rehabilitation of its existing public housing stock. The Authority will continue to seek funding sources, in addition to those provided through formula grants provided by the Department of Housing and Urban Development, to address the physical needs of the various family and senior/disabled housing developments.

Secondly, the Authority is committed to addressing the growing need for low-income housing in the San Francisco area by developing ways to increase the public housing stock through creative partnerships with local developers and investors for the benefit of all low-income San Francisco residents.

Thirdly, SFHA is working towards developing a comprehensive plan to address home ownership needs for low-income residents in the San Francisco area. Two of the proposed HOPE VI applications include combinations of replacement housing and home ownership options for low-income residents. We will continue to explore other resources to make low-income home ownership a reality for the population it serves.

Fourth, the Authority is dedicated to providing a safe and secure environment for residents in public housing developments. It is our belief that no one, especially those in subsidized housing, should be in peril, physical or emotional. Therefore, SFHA has established working relationships, solidified in numerous Memoranda of Understanding, with contract security companies, local social service agencies, and city agencies, in order to increase the safety and security of all residents in public housing. It will continue to work with local agencies to improve communications and enhance relationships to the betterment of the mutual clients we serve.

Fifth, SFHA is committed to finding new and better ways to encourage and support resident businesses, increased job opportunities, access to quality health care and dependent care, enhanced transportation options, and other social service needs. Through partnerships with local social service and city agencies, the Authority will increase the opportunity for public housing residents to improve their quality of life, in or out of subsidized housing.

Finally, the SFHA will implement the Community Service and Self-Sufficiency Requirement, section 512 of the Quality Housing and Work Responsibility Act of 1998, as specified (NOTICE PIH 2003-17 HA) by the U.S. Department of Housing and Urban Development.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments and a list of supporting documents available for public inspection.

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Annual Plan

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Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

☒ Admissions Policy for Deconcentration (See Admission and Occupancy Policy)
☒ FY 2003 Capital Fund Program Annual Statement
☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

☐ PHA Management Organizational Chart
☒ FY 2003 Capital Fund Program 5 Year Action Plan
☐ Public Housing Drug Elimination Program (PHDEP) Plan
☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
☐ Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document** ***Template & Supporting Documents on display at 5 locations: Administrative Office at 440 Turk Street, Section 8 Office at 1237 Van Ness Avenue, and at three district office locations: 90 Kiska Road, 2501 Sutter Street, and 1010 Webster Street.***	**Applicable Plan Component**
✓	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
✓	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
✓	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed (or is addressing) those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
✓	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
✓	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
✓	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 *Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document** ***Template & Supporting Documents on display at 5 locations: Administrative Office at 440 Turk Street, Section 8 Office at 1237 Van Ness Avenue, and at three district office locations: 90 Kiska Road, 2501 Sutter Street, and 1010 Webster Street.***	**Applicable Plan Component**
✓	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
✓	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy	Annual Plan
✓	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
✓	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
✓	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
✓	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
✓	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year (2000 CFP, 2001 CFP & 2002 CFP)	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	
✓	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
✓	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
✓	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	
✓	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document** ***Template & Supporting Documents on display at 5 locations: Administrative Office at 440 Turk Street, Section 8 Office at 1237 Van Ness Avenue, and at three district office locations: 90 Kiska Road, 2501 Sutter Street, and 1010 Webster Street.***	**Applicable Plan Component**
✓	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
✓	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
✓	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
✓	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
N/A	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
✓	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	
	Other supporting documents (optional) (list individually; use as many lines as necessary)	

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income ≤ 30% of AMI	112,951	5	5	5	5	5	5
Income >30% but ≤50% of AMI	195,519	5	5	5	5	5	5
Income	222,783	5	5	5	5	5	5

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
>50% but <80% of AMI							
Elderly	180,719	5	5	5	5	5	5
Families with Disabilities	142,160	5	5	5	5	5	5
Race/ Ethnicity *Which one?*	364,330 Asian	5	5	5	5	5	5
Race/ Ethnicity *Which one?*	82,803 African America	5	5	5	5	5	5
Race/ Ethnicity *Which one?*	9,348 Native America	5	5	5	5	5	5
Race/ Ethnicity *Which one?*	223,250 Caucasian	5	5	5	5	5	5

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 2002

☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset and available 2000 U.S. Census data

☐ American Housing Survey data
Indicate year:

☐ Other housing market study
Indicate year:

☐ Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s**. Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List Public Housing

Housing Needs of Families on the Waiting List
Public Housing

Waiting list type: (select one)
☐ Section 8 tenant-based assistance
☒ Public Housing
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:

	# of families PH	% of total families PH	Annual Turnover (Average)
Waiting list total	23,157		295
Extremely low income <=30% AMI	17,939	100%	
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI)			
Families with children	8,942	49.8	
Elderly families	8,997		
Families with Disabilities	2,817		
Race/White	6,089		
Race/Black	5,217		
Race/ASN/PAC	6,361		
Race/NAT AM	233		
Characteristics by Bedroom Size	PH	PH	PH (Average)
0BR	4,077	22.7	36
1BR	6,298	35.1	37
2 BR	4,996	27.8	145
3 BR	2,283	12.7	61
4 BR	274	1.6	12
5 BR	8	-	4
5+ BR	3	-	-

Is the waiting list closed (select one)? ☒ No ☐ Yes The PHA reserves the right to open and close the waiting list as necessary to maintain program functionality and consistency, with proper notification.

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

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Housing Needs of Families on the Waiting List
Section 8

Waiting list type: (select one)
☒ Section 8 tenant-based assistance
☐ Public Housing
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:

	# of families	% of total families Sec 8	Annual Turnover Sec 8
Waiting list total	27,293		
Extremely low income <=30% AMI	24,887	91.18	
Very low income (>30% but <=50% AMI)	2,287	8.4	
Low income (>50% but <80% AMI)	92	0.3	
Families with children	8,909	32.6	
Elderly families	6,319	23.2	
Families with Disabilities	8,637	31.6	
Race/White	8,033	29.4	
Race/Black	8,543	31.3	
Race/ ASN/ PAC	9,984	36.5	
Race/NAT AM	411	1.5	
Characteristics by Bedroom Size (Section 8 Only)			
0 BR			
1 BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			

Is the waiting list closed (select one)? ☐ No ☒ Yes
If yes:
How long has it been closed (# of months)? 22 months, since 9/21/01
Does the PHA expect to reopen the list in the PHA Plan year? ☒ No ☐ Yes

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Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes For PBV activity as indicated in Section B (2) (b) below.

C. Strategy for Addressing Needs

Provide a brief 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**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☒ Reduce time to renovate public housing units
- ☒ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☒ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☒ Other (list below)
  Use Section 8 Project Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- ☒ Apply for additional section 8 units should they become available
- ☒ Leverage affordable housing resources in the community through the creation of mixed-finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.

☒ Other: (list below)
Development of more Public Housing, Affordable and Homeownership
Use Section 8 Project Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units.
Utilize to fullest extent possible Section 8 Project Based Voucher Program.

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
☒ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
☐ Employ admissions preferences aimed at families with economic hardships
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

☐ Employ admissions preferences aimed at families who are working
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

☒ Seek designation of public housing for the elderly
☒ Apply for special-purpose vouchers targeted to the elderly, should they become available
☒ Other: (list below)
Develop joint venture partnerships to fund elderly and disabled housing through grants such as Section 202, Section 818, etc.

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
Select all that apply

☒ Seek designation of public housing for families with disabilities
☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
☐ Affirmatively market to local non-profit agencies that assist families with disabilities
☒ Other: (list below)
Develop joint venture partnerships to fund elderly and disabled housing through grants such as Section 202, Section 818, etc.

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:
Select if applicable

☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing
Select all that apply

☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
☐ Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies
Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

☒ Funding constraints
☒ Staffing constraints
☒ Limited availability of sites for assisted housing
☒ Extent to which particular housing needs are met by other organizations in the community

- ☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☐ Influence of the housing market on PHA programs
- ☐ Community priorities regarding housing assistance
- ☒ Results of consultation with local or state government
- ☒ Results of consultation with residents and the Resident Advisory Board
- ☐ Results of consultation with advocacy groups
- ☒ Other: Some of the strategies being considered include: (1) Develop joint partnerships to fund elderly and disabled housing through grants such as Section 202, Section 818, etc. (2) Develop a Request for Qualifications for Development Teams; these teams will leverage funding to build affordable, market or homeownership housing on SFHA land (3) Use Section 8 Project Based Voucher Program assistance in conjunction with HOPE VI revitalization efforts to increase supply of housing units; (4) Utilize to the fullest extent possible Section 8 Project Based Voucher Program (50 Continue to apply for HOPE VI revitalization grants wherever possible.

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. Federal Grants (FY 2002 Grants Not Yet Available)		
a) Public Housing Operating Fund (100%)	$26,305,316	
a) Public Housing Capital Fund (FFY2002)	$15,748,215	
b) HOPE VI Revitalization	$70,000,000	
c) HOPE VI Demolition	$13,000,000	
d) Annual Contributions for Section 8 Tenant-Based Assistance	$110,869,898	
e) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
f) Resident Opportunity and Self-Sufficiency Grants (FY 2001)	$ 500,000	
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (list below)		
Emergency Funding		

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2002 CFP	$ 8,892,010	Modernization Activity
2001 CFP	$ 3,796,456	Modernization Activity
3. Public Housing Dwelling Rental Income		
FY 2003-04 Estimated Annual Rent Roll	$16,014,060	Public Housing Management & Maintenance Operations
4. Other income (list below)		
Mod Rehab	$ 8,982,272	Targeted Programs
New Construction	$ 5,737,500	Targeted Programs
Substantial Rehab	$ 2,939,990	Targeted Programs
Pension Fund	$ 1,397,571	Targeted Programs
Shelter Plus Care (Contract with DHS)	$ 3,200,000	Targeted Programs
5. Non-federal sources (list below)		
HOPWA (contract with SFRA)	$ 3,500,000	Targeted Programs
Low Income Housing Tax Credit *	$76,000,000	Targeted Programs
Tax-Exempt Bonds *	$11,000,000	Targeted Programs
Private Mortgage *	$37,000,000	Targeted Programs
Development Partnerships *	$20,000,000	Targeted Programs
Development of Local Funds *	$ 6,000,000	Targeted Programs
Total resources	**$440,883,288**	

* These resources are project specific and are calculated funds based on 2002 dollars needed in order to improve six PHA sites and are described in Section B "HOPE VI and Public Housing Development and Replacement Activities" (non-capital fund) for Hunters View, Alice Griffith, Hunters Point, Westbrook, Sunnydale and Potrero Terrace. Depending on funding availability these actions may occur over a five to ten year period.

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

☐ When families are within a certain number of being offered a unit: (state number)

☐ When families are within a certain time of being offered a unit: (state time)
☒ Other: At time of Interview

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?
☒ Criminal or Drug-related activity
☒ Rental history
☐ Housekeeping
☐ Other (describe)

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
e. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
Through the San Francisco Police Department

(2) Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
☒ Community-wide list
☐ Sub-jurisdictional lists
☐ Site-based waiting lists
☐ Other (describe)

b. Where may interested persons apply for admission to public housing?
☒ PHA main administrative office
☐ PHA development site management office
☐ Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?

If yes, how many lists?

3. ☐ Yes ☐ No: May families be on more than one list simultaneously?

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If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
   - ☐ PHA main administrative office
   - ☐ All PHA development management offices
   - ☐ Management offices at developments with site-based waiting lists
   - ☐ At the development to which they would like to apply
   - ☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
   - ☒ One
   - ☐ Two
   - ☐ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:
   ☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:
   In what circumstances will transfers take precedence over new admissions? (list below)
   - ☒ Emergencies
   - ☒ Overhoused
   - ☒ Underhoused
   - ☒ Medical justification
   - ☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
   - ☐ Resident choice: (state circumstances below)
   - ☒ Other: (list below)
     HOPE VI relocatees or permanently transferred households from HOPE VI sites

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☒ Victims of domestic violence
☒ Substandard housing
☒ Homelessness
☒ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

☒ Working families and those unable to work because of age or disability
☒ Veterans and veterans' families
☒ Residents who live and/or work in the jurisdiction
☒ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

1 Date and Time

Former Federal preferences:

2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
2 Victims of domestic violence
2 Substandard housing
2 Homelessness
1 Homeless with Department of Human Services Supportive Services
1 High rent burden

Other preferences (select all that apply)

1 Working families and those unable to work because of age or disability (applicants qualifying for elderly/disabled housing automatically receive this preference)

2 Veterans and veterans' families

1 Residents who live and/or work in the jurisdiction (homeless families automatically receive this preference)

2 Those enrolled currently in educational, training, or upward mobility programs

Households that contribute to meeting income goals (broad range of incomes)

Households that contribute to meeting income requirements (targeting)

Those previously enrolled in educational, training, or upward mobility programs

Victims of reprisals or hate crimes

Participants of Welfare to Work Programs

2 Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

☐ The PHA applies preferences within income tiers

☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

☒ The PHA-resident lease

☒ The PHA's Admissions and (Continued) Occupancy policy

☒ PHA briefing seminars or written materials

☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

☒ At an annual reexamination and lease renewal

☒ Any time family composition changes

☐ At family request for revision

☐ Other (list)

(6) Deconcentration and Income Mixing

a. ☐ Yes ☒ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

☐ Adoption of site based waiting lists
If selected, list targeted developments below:

☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

☐ Additional affirmative marketing
☐ Actions to improve the marketability of certain developments
☐ Adoption or adjustment of ceiling rents for certain developments
☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

☐ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

☐ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.
Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)
- ☒ Criminal or drug-related activity only to the extent required by law or regulation
- ☐ Criminal and drug-related activity, more extensively than required by law or regulation
- ☐ More general screening than criminal and drug-related activity (list factors below)
- ☒ Other (Credit Check and Rental History)

b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- ☒ Criminal or drug-related activity
- ☒ Other (describe below)

  Other lease violation issues, along with housekeeping habits, as reflected in participant's file. Note: this information is shared only when requested by landlord.

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- ☐ None
- ☐ Federal public housing
- ☒ Federal moderate rehabilitation
- ☒ Federal project-based voucher program
- ☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- ☐ PHA main administrative office
- ☒ Other (list below)

  Leased Housing Division, Administrative Office

  Section 8 waitlist is currently closed except for owner referral on in-place tenants of Section 8 Project-Based Voucher Program projects to prevent displacement of the tenant due to the project-based activity and for owner referral of families for PBV

units after the SFHA has not made eligible referrals to the Owner for sixty (60) days after a vacancy occurs.

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

PHA will grant additional 60-day extensions up to a cumulative maximum of 180 days.

(4) Admissions Preferences

a. Income targeting

☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to sub-component **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☐ Victims of domestic violence
☒ Substandard housing
☒ Homelessness
☒ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

☐ Working families and those unable to work because of age or disability
☒ Veterans and veterans' families
☒ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)

Participants of Welfare to Work Programs

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences:

1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
1 Substandard housing
1 Homelessness
1 High rent burden

Other preferences (select all that apply)

Working families and those unable to work because of age or disability
1 Veterans and veterans' families
1 Residents who live and/or work in your jurisdiction
2 Those enrolled currently in educational, training, or upward mobility programs
3 Households that contribute to meeting income goals (broad range of incomes)
3 Households that contribute to meeting income requirements (targeting)
2 Those previously enrolled in educational, training, or upward mobility programs
Victims of reprisals or hate crimes
Other preference(s) (list below)
1 Welfare to Work Participants

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

☐ Date and time of application
☒ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)-NA

☒ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

☐ The PHA applies preferences within income tiers

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☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)
   ☒ The Section 8 Administrative Plan
   ☒ Briefing sessions and written materials
   ☒ Other (list below)
   Family handbooks

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
   ☒ Through published notices
   ☒ Other (list below)
   Targeted notices to community supportive services organizations

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

☒ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

☐ The PHA employs discretionary policies for determining income-based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)
   ☐ $0
   ☒ $1-$25
   ☐ $26-$50

2. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below**:**

   A hardship exists in the following circumstances:

   a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;

   b. When the family would be evicted as a result of the imposition of the minimum rent requirement;

   c. When the income of the family has decreased because of changed circumstances, including loss of employment;

   d. When the family has an increase in expenses because of changed circumstance, for medical costs, childcare, transportation, education, or similar items;

   e. When a death has occurred in the family.

c. Rents set at less than 30% of adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

Additional discretionary disallowance section

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ?
   ☒ For the earned income of a previously unemployed household member
   ☒ For increases in earned income
   ☐ Fixed amount (other than general rent-setting policy)
   If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

☐ For household heads
☐ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)
   ☐ Yes for all developments
   ☐ Yes but only for some developments
   ☒ No --- Phased out as of May 2003 in order to implement flat rents

2. For which kinds of developments are ceiling rents in place? (select all that apply)

   ☐ For all developments --- Phasing out Effective May 2003
   ☐ For all general occupancy developments (not elderly or disabled or elderly only)
   ☐ For specified general occupancy developments
   ☐ For certain parts of developments; e.g., the high-rise portion
   ☐ For certain size units; e.g., larger bedroom sizes
   ☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

   ☐ Market comparability study
   ☐ Fair market rents (FMR)
   ☐ 95th percentile rents
   ☐ 75 percent of operating costs
   ☐ 100 percent of operating costs for general occupancy (family) developments
   ☐ Operating costs plus debt service
   ☐ The "rental value" of the unit
   ☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)
   ☐ Never
   ☐ At family option

- ☒ Any time the family experiences an income increase
- ☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)
- ☐ When an 18yr old is added to the lease
- ☒ Other (list below)
  At anytime there is a decrease in income

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)
   - ☒ The Section 8 rent reasonableness study of comparable housing
   - ☒ Survey of rents listed in local newspaper
   - ☐ Survey of similar unassisted units in the neighborhood
   - ☒ Other (list/describe below)
     Rent reasonableness study of comparable housing, conducted by an independent contractor, in addition to the Section 8 study.

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies**.**

a. What is the PHA's payment standard? (select the category that best describes your standard)
   - ☐ At or above 90% but below100% of FMR
   - ☐ 100% of FMR
   - ☐ Above 100% but at or below 110% of FMR
   - ☒ Above 110% of FMR (if HUD approved)
     HUD approved in December 1999.

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)
   - FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
   - The PHA has chosen to serve additional families by lowering the payment standard

Reflects market or submarket
☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)
☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
☐ Reflects market or submarket
☐ To increase housing options for families
☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)
☒ Annually
☒ Other (list below)
Will be reviewed less than annually, if market conditions indicate changes in market rents.

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)
☒ Success rates of assisted families
☒ Rent burdens of assisted families
☒ Other (list below)
Market rent in community, FMR comparison to market rent

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)
☐ $0
☒ $1-$25
☐ $26-$50

b. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

A hardship exists in the following circumstances:

- When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
- When the family would be evicted as a result of the imposition of the minimum rent requirement;
- When the income of the family has decreased because of changed circumstances, including loss of employment;

- When the family has an increase in expenses because of changed circumstance, for medical costs, childcare, transportation, education, or similar items;

- When a death has occurred in the family.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

☒ An organization chart showing the PHA's management structure and organization is attached. See Attachment III of PHA Plan.

☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing as of 3/31/03	5385	500
Section 8 Vouchers	7099	300
Section 8 Certificates	130	5
Section 8 Mod Rehab	1,147	200
Special Purpose Section 8 Certificates/Vouchers (list individually)		
▪ Homeless/Robert Wood Johnson	130	
▪ Aftercare Program	195	
▪ Earthquake Victims	291	
▪ Geneva Towers Relocation	321	
▪ Mainstream program	75	
▪ 1915 (C) Program	54	
▪ Veterans Affairs Supportive Housing (VASH)	31	
▪ HOPE VI Relocation/ Replacement	412	
▪ Conventional Public Housing Priority Transfers		
Public Housing Drug Elimination Program (PHDEP)	**N/A**	**N/A**
Computer Learning and Education Centers	340	250
Other Federal Programs (list individually)		
▪ New Construction	477	10
▪ Substantial Rehabilitation	230	10
▪ AFL-CIO Pension Fund	102	10
▪ HOPWA	335	25
▪ Shelter Plus Care	404	40

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

The San Francisco Housing Authority Preventive Maintenance Program Plan can be found in Attachment VI.

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

   If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
   - ☒ PHA main administrative office
   - ☒ PHA development management offices
   - ☐ Other (lis`t below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

   If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
   - ☒ PHA main administrative office
   - ☒ PHA development management offices
   - ☒ Other (list below)

     San Francisco Housing Authority
     Leased Housing Division
     1237 Van Ness Ave
     San Francisco, CA 94109

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☒ The Capital Fund Program 2003 Annual Statement is provided as an attachment to the PHA Plan at Attachment (Attachment I)

-or-

☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☒ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (Attachment I)

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5-Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

☒ Yes ☐ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b-1) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Hayes Valley**
2. Development (project) number: **CAL 1-18 (2)**
3. Status of grant: (select the statement that best describes the current status)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan, Completed and Occupied since 1998 & 1999

b-2) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Bernal Dwellings**
2. Development (project) number: **CAL 1-5**
3. Status of grant: (select the statement that best describes the current status)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan, is Completed and Occupied since 2001

b-3) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Plaza East**
2. Development (project) number: **CAL 1-18 (2)**
3. Status of grant: (select the statement that best describes the current status) (See Attached)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan
is Complete and Occupied since early 2003

b-4) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **North Beach**
2. Development (project) number: **CAL 1-11**
3. Status of grant: (select the statement that best describes the current status) (See Attached)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan underway
Activities continuing according to Implementation Plan

b-5) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Valencia Gardens**
2. Development (project) number: **CAL 1-4**
3. Status of grant: (select the statement that best describes the current status) (See Attached)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☒ Activities pursuant to an approved Revitalization Plan underway,
Activities continuing according to Implementation Plan

☒ Yes ☐ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:
Hunters View

☒ Yes ☐ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below
Hunters View

☒ Yes ☐ No: e) Will the PHA be conducting any other public housing (development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below: Alice Griffith, Hunters View, Hunters Point, Westbrook, Sunnydale and Potrero Terrace

SITES PROPOSED FOR REVITALIZATION

The following sites are severely distressed and require comprehensive revitalization. Over $200 million in Comprehensive Grant Program funds would be needed for capital improvement needs if funding through HOPE VI and leveraged financing is not made available.

Hunters View

Demolish and rebuild the site with a total of 442 mixed income units – 346 rental apartments (267 public housing and 79 tax credit) and 96 for sale homes. All 267 public housing units will be replaced and 175 new housing units will be added.

- 267 public housing rental (237 family and 30 senior)
- 50 senior apartments
- 29 market rate rental units
- 96 first-time homeowner units (50 at 40% to 60% median income, 46 at 60% to 80% median income) All 267 public housing units will be replaced and 175 new units will be added.

Proposed Federal sources of funds	$35,000,000
Proposed Non-Federal funds	$71,649,444
• Tax Exempt Bonds	$ 670,338
• Low Income Housing Tax Credits	$38,274,396
• Grants/Sweat Equity (Habitat Home)	$ 9,975,332
• Private Mortgage	$18,567,099
• Local	$ 2,979,259
• PHA	$ 1,183,020

Alice Griffith

Demolish and rebuild the site with a total of 406 mixed income units – 351 rental apartments (256 public housing and 95 tax credit) and 55 for sale homes. All 256 public housing units will be replaced and 150 new housing units will be added.

Proposed Federal sources of funds	$35,000,000
Proposed Non-Federal funds	$91,532,880
• Tax Exempt Bonds	$24,999,975

- Low Income Housing Tax Credits $27,273,051
- Grants/Sweat Equity (Habitat Home) $ 9,418,420
- Private Mortgage $19,648,050
- Local $ 9,025,000
- PHA $ 1,168,384

Hunters Point

Demolish and rebuild the sites with a total of 330 mixed income units – 285 rental apartments (213 public housing and 72 tax credit) and 45 for sale homes. All 213 public housing units will be replaced and 117 new housing units will be added.

Proposed Federal sources of funds $29,994,727
Proposed Non-Federal funds $75,915,991

- Tax Exempt Bonds $20,908,170
- Low Income Housing Tax Credits $27,204,477
- Grants/Sweat Equity (Habitat Home) $ 7,937,159
- Private Mortgage $15,785,243
- Local $ 3,079,646
- PHA $ 1,001,296

Westbrook

Demolish and rebuild the site with a total of 376 mixed income units – 316 rental apartments (226 public housing and 90 tax credit) and 60 for sale homes. All 226 public housing units will be replaced and 150 new housing units will be added.

Proposed Federal sources of funds $35,000,000
Proposed Non-Federal funds $88,634,468

- Tax Exempt Bonds $23,877,908
- Low Income Housing Tax Credits $23,110,698
- Grants/Sweat Equity (Habitat Home) $10,900,320
- Private Mortgage $20,844,750
- Local $ 8,806,500
- PHA $ 1,094,292

Sunnydale

Substantially rehabilitate 618 units (700 less 82 completed), demolish 67 units and add infill housing for a total of 960 mixed income housing units – 816 rental apartments (767 public housing and 49 tax credit) and 144 for sale homes.

Proposed Federal sources of funds	$ 35,000,000
Proposed Non-Federal funds	$120,086,110
• Tax Exempt Bonds	$ 31,275,000
• Low Income Housing Tax Credits	$ 26,221,937
• Grants/Sweat Equity (Habitat Home)	$ 71,070,000
• Private Mortgage	$ 27,623,125
• Local	$ 4,938,514
• PHA	$ 3,081,966

Potrero Terrace

Substantially rehabilitate all existing units and add new housing for a total of 619 mixed income units – rental apartments (469 public housing and 93 tax credit) and 57 for sale homes. All 469 public housing units will be rehabilitated and 150 new housing units will be added.

Proposed Federal sources of funds	$34,807,024
Proposed Non-Federal funds	$87,261,328
• Tax Exempt Bonds	$27,142,352
• Low Income Housing Tax Credits	$14,956,441
• Grants/Sweat Equity (Habitat Home)	$10,985,952
• Private Mortgage	$22,113,000
• Local	$ 9,654,330
• PHA	$ 2,409,253

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.)

2. Activity Description
   ☒ Yes ☐ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 9. If "No", complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: Valencia Gardens 1b. Development (project) number: CAL 1-4
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☒ Planned application ☐
4. Date application approved, submitted, or planned for submission: Application submitted 4/16/02, pending HUD approval
5. Number of units affected: 246 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 9/03 b. Projected end date of activity: 3/04

Demolition/Disposition Activity Description
1a. Development name: Rosa Parks 1b. Development (project) number: CAL1-18 (5)
2. Activity type: Demolition ☐ Disposition ☒ (Portion of site)
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: (DD/MM/YY) Planned Application 09/02
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development (portion of site) rebuild senior center and 60 units of senior housing ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 6/03 b. Projected end date of activity: 9/06

Demolition/Disposition Activity Description
1a. Development name: Hunters View 1b. Development (project) number: CAL 1-18 (3)
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/03
5. Number of units affected: 267 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/03 b. Projected end date of activity: 12/08

Demolition/Disposition Activity Description
1a. Development name: Alice Griffith 1b. Development (project) number: CAL 1-18 (4)
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/04
5. Number of units affected: 256 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/04 b. Projected end date of activity: 12/09

Demolition/Disposition Activity Description
1a. Development name: Hunters Point 1b. Development (project) number: CAL1-17 (A)
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/05
5. Number of units affected: 213 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/05 b. Projected end date of activity: 12/10

Demolition/Disposition Activity Description
1a. Development name: Westbrook 1b. Development (project) number: CAL 1-9
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/06
5. Number of units affected: 226 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/06 b. Projected end date of activity: 12/11

Demolition/Disposition Activity Description
1a. Development name: Westside Courts 1b. Development (project) number: CAL 1-8
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/07
5. Number of units affected: 137 6. Coverage of action (select one) ☐ Part of the development ☒ Total development 7. Timeline for activity: a. Actual or projected start date of activity: 12/07 b. Projected end date of activity: 12/12

Demolition/Disposition Activity Description
1a. Development name: Sunnydale 1b. Development (project) number: CAL 1-3
2. Activity type: Demolition ☒ 30 units Disposition ☒ Portion of Site
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/05
5. Number of units affected: 30 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/08 b. Projected end date of activity: 12/13

Demolition/Disposition Activity Description
1a. Development name: Potrero Terrace 1b. Development (project) number: CAL 1-2
2. Activity type: Demolition ☐ Disposition ☒ Portion of Site
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 6/05
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development (portion of site) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/09 b. Projected end date of activity: 12/14

Demolition/Disposition Activity Description
1a. Development name: Woodside Gardens 1b. Development (project) number: CAL 1-18 (10)
2. Activity type: Demolition ☐ Disposition ☒ Portion of Site
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 6/07
5. Number of units affected: **0** 6. Coverage of action (select one) ☒ Part of the development (portion of site) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 9/07 b. Projected end date of activity: 12/15

Demolition/Disposition Activity Description
1a. Development name: 101 & 103 Lundy Lane 1b. Development (project) number: CAL 1-30
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/02
5. Number of units affected: 2 6. Coverage of action (select one) ☐ Part of the development ☒ Total development (Possible Disposition of Site)
7. Timeline for activity: a. Actual or projected start date of activity: 3/04 b. Projected end date of activity: 8/04

Demolition/Disposition Activity Description
1a. Development name: 75-77 Coleridge 1b. Development (project) number: CAL 1-29
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/02
5. Number of units affected: 2 6. Coverage of action (select one) ☐ Part of the development ☒ Total development (Possible Disposition of Site)
7. Timeline for activity: a. Actual or projected start date of activity: 3/04 b. Projected end date of activity: 8/04

Demolition/Disposition Activity Description
1a. Development name: 275 Thrift Street 1b. Development (project) number: CAL 1-33
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 9/02
5. Number of units affected: 1 6. Coverage of action (select one) ☐ Part of the development ☒ Total development --- Possible Disposition of Site)
7. Timeline for activity: a. Actual or projected start date of activity: 3/04 b. Projected end date of activity: 8/04

DEMOLITION AND DISPOSITION

Comprehensive revitalization is planned for old poorly configured sites with deteriorated structures and fundamental building construction and design problems. Disposition under ground lease agreements is planned for portions of low-density sites where development of additional public housing, affordable housing, and homeownership housing is feasible. In the recent past applications for demolition and disposition of two public housing sites with 437 units were approved. During the next five years, nine applications for disposition and/or demolition are planned involving approximately 1,128 existing public housing units with the potential for construction of 1,128 replacement public housing units and approximately 688 rental and homeownership housing units.

The most severely distressed sites with dangerous mid- and high-rise structures (Bernal Dwellings, Plaza East and Hayes Valley) were demolished and have been replaced with new housing that is both compatible with the surrounding neighborhoods and attractively designed with the safety and security of the residents in mind under the HOPE VI Program. While this process unavoidably resulted in a reduction of 228 dwelling units, only 78 bedrooms were lost with the shift to larger family sized housing, a scarce resource in San Francisco. At the same time, through partnerships with locally-based developers, the SFHA has added 13 Section 8 project-based apartments at Bernal Gateway and is adding 85 Section 202 apartments for seniors at the Clementina Towers site. The SFHA plans to develop additional replacement public housing through disposition by ground lease of a portion of low-density public housing sites and on non-public housing sites in partnership with other housing developers.

The SFHA's two most recently designated HOPE VI sites, North Beach and Valencia Gardens, along with Hunters View, a HOPE VI applicant possibility, are underutilized sites and provide opportunities for the development of apartments and homeownership opportunities for working families while improving distressed public housing. The plans allow us to reclaim and repair the blighted and abandoned sites within the existing vibrant neighborhoods with modernization, new construction and in-fill development. North Beach and Valencia Gardens will be reconfigured and comprehensively revitalized in order to maintain the same 475 apartments for public housing residents while introducing an additional 173 moderate and market rate housing units (North Beach and Valencia Gardens). As previously mentioned, the Section 8 Project Based Voucher (PBV) Program will be used in conjunction with HOPE VI revitalization efforts. North Beach has been conditionally approved for 119 units assisted under the Section 8 PBV Program. In addition, PBV assistance shall be made available at Valencia Gardens as well. This strategy creates both income diversity and addresses the acute shortage of housing for moderate-income households in San Francisco. Additionally, North Beach, surrounded by a thriving commercial district, offers unique economic opportunities.

Residents who occupy public housing that is proposed for demolition and disposition are all consulted during the planning process. Residents receive counseling and are all offered temporary relocation assistance and the first right to return to the new replacement housing, provided they remain tenants in good standing. Relocated residents are tracked during the relocation process and provided with community and support services during and after the relocation process.

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description
   ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description
   ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ Activities pursuant to HUD-approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)

- ☐ Units addressed in a pending or approved demolition application (date submitted or approved:
- ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:)
- ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:)
- ☐ Requirements no longer applicable: vacancy rates are less than 10 percent
- ☐ Requirements no longer applicable: site now has less than 300 units
- ☐ Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If "No", skip to component 11B; if "yes", complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description
   ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 12. If "No", complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) ☐ Part of the development ☐ Total development

B. Section 8 Tenant Based Assistance

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description: The SFHA plans to administer a Section 8 Homeownership program, subject to 24 CFR Part 982 final rule.

a. Size of Program

☒ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

☐ 25 or fewer participants
☐ 26 - 50 participants
☒ 51 to 100 participants

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

☐ more than 100 participants

b. PHA established eligibility criteria
☐ Yes ☒ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:
☒ Yes ☐ No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 12/04/98

2. Other coordination efforts between the PHA and TANF agency (select all that apply)
☒ Client referrals
☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
☒ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
☒ Jointly administer programs
☒ Partner to administer a HUD Welfare-to-Work voucher program
☒ Joint administration of other demonstration program
☐ Other (describe)

B. Services and programs offered to residents and participants

In addition to the programs listed below, the SFHA has actively provided information, services, and assistance to encourage resident participation in voter registration and local and national elections.

(1) General

a. Self-Sufficiency Policies
Which, if any, of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)
☒ Public housing rent determination policies
☒ Public housing admissions policies

- ☒ Section 8 admissions policies
- ☐ Preference in admission to section 8 for certain public housing families
- ☒ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- ☐ Preference/eligibility for public housing homeownership option participation
- ☒ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or Section 8 participants or both)
Computer Centers				
3125 26th Street	30	Residents of Development	Development Office	Public Housing
1398 Buchanan	40	Residents of Development	Development Office	Public Housing
170 Brookdale	30	Residents of Development	Development Office	Public Housing
247 West Point	30	Residents of Development	Development Office	Public Housing
1652 Sunnydale	30	Residents of Development	Development Office	Public Housing
1111 Buchanan	30	Residents of Development	Development Office	Public Housing
956 Ellsworth	30	Residents of Development	Development Office	Public Housing
310 Haight	30	Residents of Development	Development Office	Public Housing
838 Pacific	30	Residents of	Development	Public Housing

Other Programs	Estimated Size	Allocation of Development	Office	Eligibility
SF Boys & Girls Club	80	Open Enrollment	Development Office	Public Housing
Operation Dream	200	Specific Criteria	S.F. Police Department	Public Housing Section 8
Parents on Patrol	10	Open Enrollment	Development Office	Public Housing
Jr. 49ers Football League	50	Specific Criteria	Development Office	Public Housing
Education & Career Development	260	All participants	FSS Program Office	Section 8
Computer Training			FSS Program Office	Section 8
Monthly Workshops			FSS Program Office	Section 8
		Services and Programs		
Program Name & Description (including location if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or Section 8 participants or both)
Career Clothing			FSS Program Office	Section 8
				All Section 8 services are provided at the FSS program office at 1251 Turk Street, San Francisco, CA 94115

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2003 Estimate)	Actual Number of Participants (As of: 26/03/03)
Public Housing	0	0
Section 8	330	236

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

b. ☒ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?

If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
   - ☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
   - ☒ Informing residents of new policy on admission and reexamination
   - ☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
   - ☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
   - ☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
   - ☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

See Attachment II of PHA Plan

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

   - ☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
   - ☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments

- ☒ Residents fearful for their safety and/or the safety of their children
- ☐ Observed lower-level crime, vandalism and/or graffiti
- ☒ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- ☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☒ Safety and security survey of residents
- ☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- ☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☒ Resident reports
- ☒ PHA employee reports
- ☒ Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)
Hunter's View, Potrero Terrace/Potrero Annex, Sunnydale, Alice Griffith, Hunter's Point and Alemany

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)
   - ☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
   - ☐ Crime Prevention Through Environmental Design
   - ☒ Activities targeted to at-risk youth, adults, or seniors
   - ☒ Volunteer Resident Patrol/Block Watchers Program
   - ☐ Other (describe below)

2. Which developments are most affected? (list below)
Hunter's View, Potrero Terrace/Potrero Annex, Sunnydale, Alice Griffith, Hunter's Point and Alemany

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

   ☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
   ☒ Police provide crime data to housing authority staff for analysis and action
   ☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
   ☐ Police regularly testify in and otherwise support eviction cases
   ☒ Police regularly meet with the PHA management and residents
   ☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
   ☐ Other activities (list below)

2. Which developments are most affected? (list below)
   Hunter's View, Potrero Terrace/Potrero Annex, Sunnydale, Alice Griffith, Hunter's Point and Alemany

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

☒ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
☐ Yes ☒ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
☐ Yes ☒ No: This PHDEP Plan is an Attachment.

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

See the attached Admissions & Occupancy Policy

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

For the PHA Civil Right Policy, see the attached Admissions & Occupancy Policy.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))? (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☒ Yes ☐ No: Were there any findings as the result of that audit?
4. ☒ Yes ☐ No: If there were any findings, do any remain unresolved?

   If yes, how many unresolved findings remain? 1

5. ☒ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?

   If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)
   - ☐ Not applicable
   - ☒ Private management
   - ☐ Development-based accounting
   - ☐ Comprehensive stock assessment
   - ☐ Other: (list below)

3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

   The SFHA has entered into contracts with private management firms to perform property management functions at its existing HOPE VI sites (Hayes Valley, Bernal, Plaza East). It will consider the option of private management for future HOPE VI sites. There are no plans to utilize private management at non-HOPE VI sites during this fiscal year.

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
   - ☒ Attached at Attachment I of PHA Plan
   - ☐ Provided below:

3. In what manner did the PHA address those comments? (select all that apply)
   - ☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
   - ☒ The PHA changed portions of the PHA Plan in response to comments
     List changes below:
     see Attachments
   - ☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

   a. Nomination of candidates for place on the ballot: (select all that apply)
      - ☐ Candidates were nominated by resident and assisted family organizations
      - ☐ Candidates could be nominated by any adult recipient of PHA assistance
      - ☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
      - ☐ Other: (describe)

   b. Eligible candidates: (select one)
      - ☐ Any recipient of PHA assistance
      - ☐ Any head of household receiving PHA assistance
      - ☐ Any adult recipient of PHA assistance

☐ Any adult member of a resident or assisted family organization
☐ Other (list)

c. Eligible voters: (select all that apply)
☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (San Francisco, California)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (Multifamily Development and a home ownership program)
☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Pursuant to notice PIH 99-51 (HA), SFHA will use the HUD criteria detailed in Section III (G) of the notice to define "Substantial Deviation" and "Significant Amendment or Modification". Specifically, a substantial deviation or significant amendment or modification, which requires public notice and comment, will be required if a change is made to the Plan, or any component thereof, related to the following:

- Changes to established Flat Rent amounts;
- Admissions Policies specifically related to the organization of the applicant waiting list;

- Deconcentration of poverty and income mixing in public housing;
- Additions of Non-Emergency work items (items not included in the current Annual Statement or 5-Year Action Plan) or change in use of replacement reserve funds under the capital fund; or,
- Any change with regards to Demolition or Disposition, Designation, Homeownership programs or Conversion activities

Changes made to the Plan, or any component thereof, that do not relate to the above-mentioned issues will not be considered substantial or significant and will not require public notice and comment.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Attachment I: Resident Advisory Board Comments

Attachment II: Community Service Implementation

Attachment III: Organizational Chart

ATTACHMENT I

RESIDENT ADVISORY BOARD COMMENTS

Revised: 7/11/03

RESIDENT ADVISORY BOARD FY-2004
Comments & RECOMMENDATIONS

Admissions & Continued Occupancy/Section 8 Administrative Plan Sub-Committee

- Board members made no recommendations.

Capital Fund/Modernization/HOPE VI Sub-Committee

- Safety and Security are the number one concerns.
- Elevator Service/Repairs --- Constantly out of order
- Intercom Security/Card Reader system at all Senior Buildings was requested.
- Bring pictures of "Vacate Units" so RAB members can study.
- More ADA units need to be developed.
- Cabinets too high at senior buildings.

Community Service Implementation

1. The SFHA should mail an announcement to every public housing household.
2. The SFHA should mail an announcement in English, Spanish, Russian, Chinese and Vietnamese.
3. The SFHA should mail an announcement to every tenant association.
4. The SFHA should be available to meet with all tenant associations and explain this HUD mandate.
5. The SFHA should make available staff members who are able to explain the requirement in the following languages: Spanish, Russian, Chinese and Vietnamese.
6. The SFHA should post this information on its Website.
7. The SFHA should post this information in the lobbies of its senior buildings and property management office waiting areas.

The RAB also had ideas about the implementation of this mandate. The RAB suggested that the SFHA make available a list of community organizations that residents can contact about possible community service work opportunities. Also, the RAB would like the SFHA to also have job training referral information available for those residents who desire to become economically self-sufficient. Finally, the RAB would like the SFHA to emphasize the positive aspects of community service for those who must perform it.

•

ATTACHMENT II

Community Service Implementation

Revised: 7/11/03

Attachment II
Implementation of Community Service/Self-Sufficiency Component
Quality Housing and Work Responsibility Act of 1998

San Francisco Housing Authority

On June 26, 2003, the San Francisco Housing Authority received information (NOTICE PIH 2003-17 [HA]) from the U.S. Department of Housing and Urban Development (HUD) that public housing authorities must begin to implement the "community service/self-sufficiency" component of the *Quality Housing and Work Responsibility Act of 1998* (QHWRA).

On July 9, 2003, the San Francisco Housing Authority held an informational meeting with the *Resident Advisory Board* in order to explain the new requirement and to solicit suggestions on how to properly inform public housing residents about this component of the QHWRA.

The RAB made the following suggestions regarding how to inform the Housing Authority's public housing residents about its intention to implement the community service/self-sufficiency component of the QHWRA:

8. The SFHA should mail an announcement to every public housing household.
9. The SFHA should mail an announcement in English, Spanish, Russian, Chinese and Vietnamese.
10. The SFHA should mail an announcement to every tenant association.
11. The SFHA should be available to meet with all tenant associations and explain this HUD mandate.
12. The SFHA should make available staff members who are able to explain the requirement in the following languages: Spanish, Russian, Chinese and Vietnamese.
13. The SFHA should post this information on its Website.
14. The SFHA should post this information in the lobbies of its senior buildings and property management office waiting areas.

The RAB also had ideas about the implementation of this mandate. The RAB suggested that the SFHA make available a list of community organizations that residents can contact about possible community service work opportunities. Also, the RAB would like the SFHA to also have job training referral information available for those residents who desire to become economically self-sufficient. Finally, the RAB would like the SFHA to emphasize the <u>positive</u> aspects of community service for those who must perform it.

In response to the QHWRA mandate, the SFHA formed a task force of staff members who would formulate a community service/self-sufficiency implementation plan. During July 2003 the task force met twice and developed a preliminary implementation plan.
Highlights of the preliminary plan include:

- The SFHA will implement all seven of the previously mentioned RAB recommendations
- The SFHA will formally inform public housing residents via the U.S. mail in the August 2003 rent statement.
- By August 1, 2003, residents must report to their property managers the names of household members who they think are exempt from the community service/self-sufficiency component of the QHWRA.
- The SFHA will develop a "Frequently Asked Questions" sheet with answers and translate both questions and answers into Spanish, Russian, Chinese and Vietnamese.
- The SFHA will collaborate with the Department of Human Services of the City and County of San Francisco in identifying community service site locations.
- The SFHA will make available its computer learning center and resident employment office as resources for job readiness activities and job referral information.
- The SFHA will develop a verification form that community service participants must use in order to prove compliance with the mandate.

- The SFHA will provide community service opportunities that allow it to achieve some of its goals and objectives.
- Beginning October 1, 2003, the SFHA will begin implementing this mandate through the annual re-certification process.

The SFHA will convene future RAB meetings in order to update RAB members, gain more feedback regarding the SFHA's implementation plan and obtain more ideas about how to improve the implementation of this mandate.

ATTACHMENT III

Organization Chart

Revised: 7/11/03

ORGANIZATIONAL CHART

Board of Commissioners

Back Row: Andrew Clark, George Brown, George Woodruff
Front Row: Vice-President Julie Lee, President Sululagi Palega, Betty Smith, Neola Gans

Executive Office
Executive Director
Gregg Fortner

Executive Office
Deputy Executive Director
Naja Boyd

Office of General Counsel
Managing Attorney
Donna Martin

Finance Department
Administrator
David Esparza

Management Services & Support Dept.
Administrator
Michael Roetzer

Public Housing Operations Dept.
Deputy Executive Director
Naja Boyd

Section 8 Housing Department
Administrator
Larry Andrews

Housing Development & Modernization
Administrator
Barbara Smith

Office of Fair Housing
Deputy Department Administrator
Buddy Choy

SAN FRANCISCO HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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Appendix F: **Market Analysis & Development Flat Rents**

Appendix G: **Civil Rights Policy**

I. NONDISCRIMINATION AND ACCESSIBILITY

A. Compliance with Civil Rights Laws

1. It is the policy of the San Francisco Housing Authority to comply with all applicable laws relating to Civil Rights, including:

   a) Title VI of the Civil Rights Act of 1964 **[24 CFR Part 1]**;

   b) Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988) **[24 CFR Part 100]**;

   c) Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 **[24 CFR Part 8]**;

   d) The Age Discrimination Act of 1975 **[24 CFR Part 146]**;

   e) Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern). **[Title II deals with common areas and public space, not living units]**;

   f) Any applicable State laws or local ordinances; and

   g) Any legislation protecting the individual rights of tenants, applicants, or staff that may subsequently be enacted.

2. The San Francisco Housing Authority shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any development or developments under the San Francisco Housing Authority's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. [1] **[24 CFR 100.5]**.

3. The San Francisco Housing Authority shall not, on account of race, color, national origin, sex, religion, familial status, or disability:

   a) Deny any family the opportunity to apply for housing, nor deny any qualified applicant the opportunity to lease housing suitable to its needs;

   b) Provide housing which is different from that provided others [2]

   c) Subject a person to segregation or disparate treatment;

   d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

---

[1] Under the Housing and Community Development Act of 1992, SFHA is permitted to designate occupancy of certain developments for older persons (including elderly people with disabilities).

[2] SFHA is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, enables persons with disabilities to participate in the public housing program.

e) Treat a person differently in determining eligibility or other requirements for admission; [3]

f) Deny a person access to the same level of services; [4] or

g) Deny a person the opportunity to participate in a planning or advisory group, which is an integral part of the housing program.

4. The San Francisco Housing Authority shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families with members who have eligible immigration status). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine **[24 CFR 960.205]**.

5. The San Francisco Housing Authority will not permit these policies to be subverted for personal or political favors. The San Francisco Housing Authority will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law and the civil rights of the other families on the waiting list **[24 CFR 960.204(a)(3)(ii)]**.

B. Addressing Barriers to Equal Housing Opportunities

1. The San Francisco Housing Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, the San Francisco Housing Authority will relocate a resident with a disability to a unit with necessary accommodations. If there is no accessible unit available, SFHA will make structural modifications to its housing and non-housing facilities **[24 CFR 8.21, 8.23, 8.24, and 8.25]** and make reasonable accommodations **[24 CFR 100.204]**, or combinations of the structural modifications and reasonable accommodations, to permit persons with disabilities to take full advantage of the housing program.

2. In making reasonable accommodations or structural modifications to existing housing programs **[24 CFR 8.24]** or in carrying out other alterations **[24 CFR 8.23 (b)]** for otherwise qualified persons with disabilities, the San Francisco Housing Authority is not required to:

   a) Make each of its existing facilities accessible **[24 CFR 8.24 (a) (1)]**; or make structural alterations when other methods can be demonstrated to achieve the same effect **[24 CFR 8.24 (b)]**;

   b) Make structural alterations that require the removal or altering of a load-bearing structural member **[24 CFR 8.32 (c)]**;

---

[3] Except that SFHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect SFHA's screening or eligibility standards, but might require SFHA to revise its procedures or practices in carrying out those standards.

[4] This requirement applies to services provided by the San Francisco Housing Authority and by delegate agencies that operate on SFHA property. Thus, a health-screening program offered by the local health department in a SFHA community room must be fully accessible to persons with disabilities.

c) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level **[24 CFR 8.26]**;

d) Take any action that would result in a fundamental alteration in the nature of the program **[24 CFR 8.24 (a) (2)]**; and

e) Take any action that would result in an undue financial and administrative burden on the Authority **[24 CFR 8.24 (a) (2)]**. This is not applicable to housing undergoing substantial alteration.

f) When the San Francisco Housing Authority is making substantial alterations (in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility **[24 CFR 8.23]** the San Francisco Housing Authority is not required to:

(1) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level **[24 CFR 8.26]**;

(2) Make structural alterations that require the removal or altering of a load-bearing structural member **[24 CFR 8.32 (c)]**; and

(3) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved **[24 CFR 8.32 (c) and 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]**.

C. Office, Facility, and Program Accessibility

1. SFHA offices, facilities and programs used by residents must be accessible to residents with a full range of disabilities. If offices, facilities and programs are not accessible (and located on accessible routes), some will be made so, subject to the undue financial and administrative burden test. As an alternative, when comparable facilities or programs exist in accessible and non-accessible formats, the San Francisco Housing Authority may provide accessible transportation to the accessible facility to permit participation in the program **[24 CFR 8.20 and 8.21]**.

2. Documents intended for use by applicants and residents will be made available in formats accessible for those who have vision or hearing disabilities. For applicants or residents who have limited reading skills, staff will read and explain documents that are normally handed out to be read or completed **[24 CFR 8.6]**.

3. At the point of initial contact, the San Francisco Housing Authority staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials **[24 CFR 8.6]**.

4. Staff will be trained to provide examples, verbally and in written format, of complicated concepts such as eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance to enable applicants with learning or cognitive disabilities to understand as much as possible **[24 CFR 8.6]**.

5. Where feasible, or when required by federal or State regulations, the San Francisco Housing Authority will prepare the following information in clearly written and accessible formats:

   a) Marketing and informational materials
   b) Information about the application process
   c) Critical forms, form letters, and legal notices to applicants and residents
   d) General statement about reasonable accommodation
   e) Orientation materials for new residents
   f) The lease and house rules (if any)
   g) Guidance or instructions about care of the housing unit
   h) Information about opening, updating or closing the waiting list
   i) All information related to applicant's rights (to informal hearings, etc.)

D. Providing Information in Languages Other than English

1. Whenever dictated by significant population concentrations of persons speaking languages other than English, the above mentioned materials and messages will be made available in those languages. [5]

2. Applicants and residents with low English comprehension may furnish an interpreter to assist in communications with SFHA offices or programs.

E. Marketing and Informational Materials

1. The San Francisco Housing Authority will conduct outreach activities as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts are determined by the vacancy level at SFHA sites, availability of units through turnover, and waiting list characteristics. The San Francisco Housing Authority will periodically assess these factors in order to determine the need for and scope of any marketing efforts.

2. Marketing and informational materials will be subject to the following:

   a) All marketing materials must comply with Fair Housing Act requirements with respect to wording, logo, size of type, etc. **[24 CFR 110]**;

[5] **24 CFR 5.502** requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English.

b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;

c) Marketing materials will make clear who is eligible: low income individuals, families who may be elderly and or have a disability, and families eligible because of mixed income requirements;

d) Marketing will be written in simple, clear language and will use more than strictly English-language print media;

e) Marketing materials will clearly describe the San Francisco Housing Authority's responsibility to provide reasonable accommodations or modifications to people with disabilities; and

f) An effort will be made to target all agencies that serve and advocate for potentially qualified applicants (e.g. applicants with disabilities, to ensure that accessible/adaptable units are used by people who can best take advantage of their features).

II. ELIGIBILITY FOR ADMISSION

A. Qualification for Admission

1. The San Francisco Housing Authority will admit only qualified applicants[6]. SFHA's housing will not be housing of last resort.

2. An applicant (individual or family) is qualified by meeting all of the following criteria:

a) Is a family as defined in Section XIV of this policy **[24 CFR 5.403]**;

b) Heads a household in which at least one member declares either citizenship or verifiable eligible immigration status. **[24 CFR 200, and Subtitle G; Sec. 592 of the "Quality Housing and Work Responsibility Act of 1998" herein called "QHWRA"]**; See the SFHA policy on *Restrictions on Housing Assistance to Non-Citizens,* (Appendix A).

c) Has an Annual Income at the time of admission that does not exceed the income limits for occupancy established by the Department of Housing and Urban Development **[24 CFR 5.405(a)]**.

d) Provides a Social Security number for each family member age 6 years or older, or certifies that a household member does not have a Social Security number **[24 CFR Part 5]**;

e) Meets or exceeds the Applicant Screening Criteria set forth in Section III, Paragraph D of this document, including attending and successfully completing a SFHA-approved orientation class **[24 CFR 960.205]**.

[6] The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from **24 CFR 8.3** "Definition of qualified individual with disabilities."

B. Ineligibility for Admission and Placement on the Waiting List

1. No applicant may use a SFHA public housing address unless they are on the public housing lease for that unit.

2. Persons are ineligible for admission into the SFHA public housing program if the applicant owes any back rent, utilities, or damages to the SFHA under the public housing or Section 8 program, or any other Housing Authority or Section 8 program.

3. Under the policy for *Screening and Eviction for Drug and Other Criminal Activity* of this document (see Section V) **[QHWRA; Sec. 576]**, persons are ineligible for housing assistance for any of the following:

   a) Any member of an applicant household who has been evicted from public housing or a Section 8 unit because of drug-related criminal activity within three years of the eviction date is ineligible unless the evicted tenant successfully completes a rehabilitation program approved by the San Francisco Housing Authority (which shall include a waiver of this subsection if the circumstances leading to eviction no longer exist) **[QHWRA; Sec. 576(a)]**;

   b) If the SFHA determines that an applicant or any member of the applicant's household is or was, during a reasonable time prior to the date when the applicant household would otherwise be selected for admission, engaged in any drug-related criminal activity, violent criminal activity, or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other resident the SFHA shall:

      1) Deny such applicant admission to the program or to federally assisted housing; and

      2) After the expiration of the reasonable period beginning upon such activity, require the applicant, as a condition of admission to the program or federally assisted housing, to submit to the SFHA evidence sufficient (as provided by regulation) to ensure that the individual or individuals in the household who engaged in criminal activity for which denial was made, have not engaged in any criminal activity during such reasonable period. **[QHWRA; Subtitle F; Sec. 576(c)]**

      For the purpose of reviewing police records for histories of criminal activity, the Authority will consider ten (10) years prior to an admissions determination, a reasonable period of time to check convictions and patterns of criminal activity.

      Drug-related criminal activity is defined as "the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance…." **[42 USC 1437d]**

   c) The Authority determines any member of an applicant household is illegally using a controlled substance; or

d) The Authority determines that there is reasonable cause to believe that such member's illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of SFHA property by residents and employees.

5. At the time of initial intake, applicants will be asked to verify that the above items do not apply to their application.

6. Not withstanding any other provision of law, no individual shall be considered a person with disabilities, for the purposes of eligibility for low-income housing, solely on the basis of any drug or alcohol dependence. **[QHWRA; Subtitle A; Sec. 506(3)]**

7. Not withstanding any other provision of law, the SFHA shall prohibit admission to all federally assisted housing to any applicant household that includes any individual who is subject to a lifetime registration requirement under a State sex offender registration program. **[QHWRA; Subtitle F; Sec. 578(a)]**

8. The SFHA shall permanently deny admission to all federally assisted housing, any applicant or household member who has been convicted of manufacturing or producing methamphetamine (commonly referred to as speed) on the premises of federally-assisted housing. **[Sec. 16; subsection(f) of the USHA as amended by Sec. 428 of the FY 1999 Appropriations Act]**

C. Consideration of Rehabilitation

1. When making determinations concerning applicant eligibility, SFHA may consider whether the applicant household member in question can demonstrate that:

   a) They have successfully completed a supervised drug or alcohol rehabilitation program, are no longer engaging in illegal use of a controlled substance or abuse of alcohol, and have been "clean and sober" for a period of no less than twelve (12) months; or

   b) They have been otherwise rehabilitated successfully, are no longer engaging in illegal use of a controlled substance or abuse of alcohol, and have been "clean and sober" for a period of no less than twelve (12) months.

2. The San Francisco Housing Authority may make inquiries to a drug abuse treatment facility that are solely related to whether the applicant household member in question is currently engaging in the illegal use of a controlled substance in cases where:

   a) The Authority receives information from the criminal record of the applicant that indicates evidence of a prior arrest or conviction; or

   b) The Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property; engaged in violent activity against another person; or interfered with the right of peaceful enjoyment of the premises of another tenant. **[QHWRA; Subtitle F; Sec. 575 (u)(1);3(B)(I)(II)]**

3. For persons who previously have been evicted from public housing for drug-related criminal activity, they must provide the SFHA with verifiable evidence that the circumstances leading to the eviction no longer exist. **[42 USC 1437d]**

D. Confidentiality

The San Francisco Housing Authority, as part of its applicant screening process, requires criminal background report information on all adult household members, credit reports, and evictions records in addition to any and all other inquiries it deems essential to determining the suitability of each applicant household for admission or continued occupancy. The Authority will use this information only for the purposes of eligibility determination and such information will not be disclosed to any person who is not an officer, employee, or authorized representative of the agency and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary to present the case.

E. Penalty

Any person who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of, covered housing assistance pursuant to the authority under this subsection under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and fined not more than $5,000. The term 'person', as used in this paragraph, includes an officer, employee, or authorized representative of the San Francisco Housing Authority.

F. Civil Action

Any applicant for, or tenant of, any covered housing assistance affected by (A) a negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee, or authorized representative of the San Francisco Housing Authority, which disclosure is not authorized by this subsection, or (B) any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and other such relief as may be appropriate against the SFHA for such unauthorized action. The San Francisco District Court of the United States, if the affected applicant or resident resides in said district shall have jurisdiction in such matters. Appropriate relief that may be ordered includes reasonable attorney's fees and other litigation costs. **[QHWRA, Sec. 575(C)(5)(6)(7)]**

III. PROCESSING OF APPLICATIONS

A. Registration (Pre-Application) Process

SFHA accepts and processes all applications in accordance with applicable HUD Regulations.

1. SFHA registrations shall be available throughout the San Francisco community at the following locations:

a) 440 Turk Street

b) All property management offices

c) Lease Housing Division, 1237 Van Ness Avenue

The registration forms must be returned to the address listed on the registration form. Registration forms will not be accepted at any other locations.

a) Registrations will be date/time stamped upon receipt.

b) Eligibility staff will enter registrations into computer system.

2. The registration process shall ask sufficient information to allow selection according to the Tenant Selection and Assignment Plan.

   a) All preferences with point values will be included.

3. SFHA staff shall accept all registrations even if an informal discussion reveals the applicant may not be eligible.

   a) Families will not be discouraged from registering or be rejected based on "apparent ineligibility."

   b) Registrations will be accepted from persons who do not live or work in the City/County of San Francisco.

   c) A public housing family may contain family members who wish to apply for public housing as a separate family. These registrations shall be accepted.

4. Monthly, the eligibility staff will mail an eligibility letter to all applicants who registered that month and who appear to be eligible.

   a) Notation made in computer field of original date of registration, and that eligibility letter generated.

5. Monthly, the eligibility staff will mail an ineligibility letter to all applicants who registered that month and who appear to be ineligible.

   a) Notation will be made in computer field of original date of registration, and that ineligibility letter generated.

   b) SFHA staff to input into computer specific reason(s) for determination of ineligibility.

   Letter shall include specific reason(s) for ineligibility and applicant's right to dispute SFHA's determination.

B. Waiting List Management

1. The Authority's waiting list is administered according to HUD regulations and any applicable court orders. Applicants are placed on the waiting list by bedroom size, by date and time of application and any applicable preferences.

2. SFHA will update the waiting list at least once a year by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by telephone or mail. At the time of initial intake, SFHA will advise families of their responsibility to notify the SFHA when their circumstances, mailing address or phone numbers change.

3. Opening and closing waiting lists:

   a) SFHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. SFHA may elect to: close a waiting list completely; close a list during certain times of the year; or restrict intake by preference (including income in a mixed income property), type of project, by bedroom size, or type of dwelling unit.

   b) Decisions about closing the waiting list will be based on the number of applications available for a particular size or type of unit, the number of applicants who qualify for a preference, and the ability of SFHA to house an applicant in an appropriate unit within a twelve-month period. SFHA will publicly announce any decision to close a waiting list, restrict intake, or re-open a waiting list.

   c) During the period when the waiting list is closed, SFHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

4. Change in preference status while on the waiting list

   a) Applicants are responsible for contacting SFHA when the family experiences a change in the circumstances that qualifies applicants for a housing preference. Upon such notification, SFHA will review the family's preference status and adjust their position on the waiting list accordingly.

   b) SFHA will inform applicants in writing of how the change in status has affected the family's place on the waiting list.

5. Applicants must notify SFHA of any change in address.

   If applicants fail to respond to any SFHA correspondence, or if any mail sent from SFHA to the applicant is returned undelivered, the SFHA will mail the correspondence by certified mail, and will document the file.

   If there is no response to the certified correspondence, or if the correspondence is returned to the SFHA, the applicant will be dropped from the waiting list. Reinstatement to the waiting list will be considered if:

   a) the applicant contacts the SFHA within 6 months of the date of withdrawal from the waitlist and requests to be reinstated; and,

   b) the applicant can provide "good cause" for the lack of response to SFHA correspondence (moving to a new address is not a "good cause" unless the applicant can demonstrate that SFHA was notified); and,

   c) the applicant can provide documentation to support the "good cause".

If the head of household on the application has removed himself/herself from the household due to domestic violence, the SFHA will consider this a "good cause" for not responding to correspondence. The head of household must provide documentation (i.e., restraining orders, court orders, a letter from a domestic violence shelter or caseworker) to verify the domestic violence circumstances.

SFHA will consider reasonable accommodation for persons with disabilities, serious medical conditions, or emergencies on a case-by-case basis.

C. Household Splits

If a household on the waiting list splits into two otherwise eligible families due to divorce, legal separation, or as the result of domestic violence, and the new households both claim rights to the application status on the waiting list, the SFHA will make a determination as to which household has rights to the application based on the following priorities:

1. Which household member applied as the head of household.

2. Which family unit retains the children or any disabled or elderly family member(s).

3. Restrictions that were in place at the time the household registered for public housing.

4. Role of domestic violence in the split.

5. Recommendations of social service agencies or qualified professionals, such as the children's protective services.

Documentation of these factors is the responsibility of the applicant households. If either, or both, of the households do not provide documentation, they may be denied placement o the waiting list for failure to supply information requested by the SFHA. If the household that does not retain the rights to the application so desires, the head of household of that household may register as a separate household. The new registration will be dated as of the new registration date, not that of the original registration.

In cases where domestic violence plays a role, the standard used for verification will be the same as that required for the "displaced due to domestic violence" preference.

D. Joint Custody

Children who are subject to a joint custody agreement, but who live with one parent at least 51% of the time, will be considered members of that household. When both parents are on the waiting list, and both are trying to claim the child, the parent whose address is listed on the school records, or who is receiving monetary aid from DHS, will be allowed to claim the child as a dependent. This child will be factored into the bedroom size calculation.

For the parent who cannot claim the child as a dependent, even if the joint custody agreement awards her or him 49% of the child's time in the household, s/he is not entitled to claim the child as a dependent and the child will not be used to calculate bedroom size.

IV. FACTORS AFFECTING THE OFFERING PROCESS

Certain factors, such as bedroom size, accessible features, and unit designation, affect the "matching" of a qualified applicant family to a housing unit, and thereby influence offers of housing.

A. Bedroom Size and Unit Standards

The San Francisco Housing Authority will house applicants and residents according to their appropriate bedroom size. Households are matched to units according to family size, the minimum and maximum persons allowable per unit, and general occupancy standards with discretion permitted to accommodate family circumstances and family choice.

1. The SFHA has established a minimum and maximum number of persons allowable per unit using the standards highlighted in the table below. In using this table, the living room or dining room will not be used as a bedroom.

Minimum-Number-of-Persons-Per-Unit Standard

Number of Bedrooms	Max Persons/Unit	Min Persons/Unit
0BR	1	1
1BR	2	1
2BR	4	2
3BR	6	3
4BR	8	6
5BR	10	8
6BR	12	10

2. SFHA has two categories of occupancy standards, which will be used when determining the appropriate bedroom size for a household: standards that cannot be modified and standards that may be modified.

   a) The following standards cannot be modified, unless it is a case of reasonable accommodation for a person with disabilities or at the discretion of the Executive Director or designee.

      (1) Two children of the same sex, regardless of age, will be required to occupy the same bedroom;

      (2) A live-in attendant may be assigned a bedroom;

      (3) An unborn child shall be considered as a person in determining unit size. A single pregnant woman shall be assigned to a one-bedroom unit;

(4) Children who are temporarily away from the home because of placement in foster care, kinship care or away at school will be considered in bedroom size;

(5) Housing assistance limitation for single persons: A single person who is not elderly, or a person with a disability, or a displaced person (a person that becomes homeless as the result of a federally declared natural disaster), or the remaining member of a resident's family, will not be provided a housing unit with two or more bedrooms. **[24 CFR 5.405(c)]**

(6) A displaced person (as defined in 24 CFR 5.403) may occupy a unit with two or more bedrooms if zero- to one-bedroom units are not available at the time of the displacement designation. However, upon recertification, a displaced person is subject to unit standards and will be housed in a unit according to the appropriate bedroom size;

(7) A remaining family member may occupy a unit with two or more bedrooms if the unit in which they reside is larger than a one-bedroom unit. However, upon recertification, the remaining family member is subject to the unit size standards and will be housed in a unit according to the appropriate bedroom size.

b) To expedite an offer of housing, the following standards may be modified at the request of the family:

(1) Persons of different generations (parent, child, grandparent) or opposite sex (other than husband and wife) may occupy the same bedroom.

(2) Two children of the opposite sex may share a bedroom

(3) A single head of household parent may share a bedroom with his/her children.

(4) Any requests by the family must be in writing and will be documented in their applicant/housing file.

3. Under these unit standards, applicant households may be eligible for more than one bedroom size. In such instances, the family may be placed on waitlists for both bedroom sizes. For example: A mother with an infant chooses a one-bedroom unit over a two-bedroom unit to be housed quicker. At any time during the Admissions process, an applicant may remove their request to modify occupancy standards to be housed in a smaller unit. This action will not be considered a refusal of housing.

4. For purposes of construction or rehabilitation of units, the unit bedroom size distribution will be based on the bedroom size demand from the waiting list, census tract information regarding the average size of low income families, the current SFHA population (including relocatees), budgetary and spatial limitations.

B. Accessible Units

Refer to Section V, Part C.

C. Designated Units

1. Listed below are four types of designated units. When such matching is required or permitted by law, SFHA will give preference to the families described below:

   a) Units Designated for Elderly Families [7] **[24 CFR 945.201, 945.105, 945.203, and 945.303]** — in accordance with the 1992 Housing Act, elderly families will receive a preference for admission to such units or buildings covered by an approved Allocation Plan.

   b) Units Designated for Families with Disabilities [8] **[24 CFR 945.105, 945.201, 945.203, 945.205, and 945.303]** — in accordance with the 1992 Housing Act, disabled families will receive a preference for admission to units that are covered by an approved Allocation Plan;

   c) Mixed Population Units [9] **[24 CFR 945.105 and 960.401, 960.403, 960.405, 960.407 and 24 CFR 960.405]** — in accordance with the 1992 Housing Act, elderly families and families with disabilities will receive equal preference for admission to these units. No limit will be established on the number of elderly versus the number of families with disabilities that may occupy a mixed population property;

   d) Mixed Income Units – units designated for families whose income is between 40 to 80 percent of the San Francisco metropolitan area median income **[24 CFR 5.410(e) and 24 CFR 5.415(b)(1)]**.

D. Income Targeting

The SFHA shall ensure that at least 40% of its new admissions each fiscal year are to families whose incomes at the time of initial occupancy do not exceed 30% of the San Francisco area median income (AMI).

E. Deconcentration

The SFHA's local preferences are designed to provide for deconcentration of poverty and income mixing by bringing working families into public housing developments. The SFHA's deconcentration analysis is fully described in the PHA Plan. The SFHA will not skip names on the waiting list to promote deconcentration.

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[7] **Elderly Family** means a family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

[8] **Disabled Family** means a family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

[9] A **mixed population project** is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character; or the SFHA obtained HUD approval to give preference in tenant selection to elderly and disabled families **[24 CFR 960.405]**. These were formerly known as elderly projects.

F. Local Housing Preferences

1. Section 514 of the "Quality Housing and Work Responsibility Act of 1998" (QHWRA) permanently repealed the "Federal Preferences" (Involuntary Displacement, Substandard Housing, and Paying More Than 50% Towards Rent). In response to public hearings conducted in the development of this Admissions and Continued Occupancy Policy, the SFHA has adopted the old "Federal Preferences" as "Local" preferences. In order to be consistent with HUD's mandate to diversify the income levels within public housing developments, the SFHA has adopted a local preferences giving priority to working families **[QHWRA; Sec. 514]**. The criteria for the local preferences shall be reasonably related to attaining, to the maximum extent feasible, a tenant population in each development that is composed of families with a broad range of incomes. The Authority has adopted local preferences that are reasonably calculated to attain this basic objective **[24 CFR; Sec. 960.205(c)]**. Applicant families who qualify for a local preference shall have preference for admission.

2. Definition of local preferences

   a) First, preference shall be given to applicants whose family head or spouse is employed at least 32 hours per week. Employed means working and earning wages. The amount of earnings shall not be a factor in granting this Local Preference. Families whose family head or spouse or whose sole remaining member is 62 years of age or older or a person with disabilities, will also receive this preference.

   b) Second, preference shall be given to families whose head or spouse is employed at least 20 hours per week; or is attending an accredited institution of higher learning (college, trade school, vocational school or a GED program) full-time and the course study is expected to lead to employment; or verifiable participation in or graduation from an accredited job training program. The amount of earnings shall not be a factor in granting this preference.

   c) Veterans' preference shall be given to veterans and surviving spouses of veterans. A veteran is someone who is recognized by a local, state or federal government agency as a veteran, and he or she receives or qualifies for veterans' benefits.

   d) The SFHA shall give a preference to recognize victims of domestic violence qualified for a local preference. **[QHWRA; Sec 513]**

   e) The Authority has adopted, as a preference, rent burden, or families paying more than 50 percent of their gross monthly income for rent and utilities.

   f) The Authority has adopted substandard housing as a preference. Substandard housing is defined as:

      (1) Dilapidated housing:

         i. Does not provide safe and adequate shelter and endangers the health, safety or well-being of family; or

         ii. Has one or more critical defects or combination of intermediate defects in sufficient number or extent to require considerable repair or rehabilitation.

(2) The former federal preference did not include "overcrowded" as part of the definition of substandard housing. The SFHA does not include "overcrowded" as included in the definition of substandard housing.

g) Further, the Authority recognizes the following as local preferences:

(1) Applicants who are long–term homeless and in need of permanent replacement housing

i. An individual is considered homeless if he or she lacks a fixed, regular, and adequate nighttime residence, or the primary residence is a supervised public or privately owned shelter, welfare hotel, or transitional housing facilities.

(2) Displaced. applicants qualify for involuntary displacement preference if either of the following applies:

i. Applicant has been involuntarily displaced and is not living in standard permanent replacement housing; or

ii. Applicant will be involuntarily displaced within 90 days from the date of preference status verification by the family or verification by the PHA.

iii. Involuntary displacement may be the result of:

a. Disaster

b. Government action

c. Owner action (does not include rent increases)

d. Hate crimes

e. Unit inaccessibility

f. Physical violence

g. Displacement to avoid reprisals

h) The SFHA also has adopted as a local preference those families who live, work, or have been hired to work in the City/County of San Francisco.

i) The SFHA reserves the right to set aside units for targeted populations not to exceed ten per cent of the total public housing stock.

3. The number of new admissions under this category is subject to the statutory conditions set forth in paragraph D (Income Targeting) above.

4. Prohibition of preference if applicant was evicted for drug-related criminal activity

The San Francisco Housing Authority will not give any preference to an applicant if any member of the family is a person who was evicted during the three years prior to applying because of drug-related criminal activity from any assisted housing program. The Authority may consider granting a preference in any of the following cases:

a) If the SFHA determines that the evicted person has successfully completed a rehabilitation program approved by the SFHA; or

b) If the SFHA determines that the evicted person clearly did not participate in or knew about the drug related criminal activity; or

c) If the SFHA determines that the evicted person no longer participates in any drug-related criminal activity.

G. Waiting List Management

1. Applicants may claim qualification of a Local Preference when they apply for admission, or thereafter, until they are offered a unit. Prior to executing a lease, the applicant must provide the SFHA with verification that according to the applicant's current status, he/she still qualifies for the preference.

2. Should the SFHA exhaust the pool of applications with local preferences, applications from those applicants who do not have local preference will be considered for admission.

3. No applicant shall be denied a local preference for which the family otherwise qualifies, on the basis that the applicant already resides in assisted housing.

4. The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available as described in Part C of this Section and Part C of Section V.

5. At the time of ***full*** application, local preferences will be verified. Verification of local preferences will include checking vacant records to make sure that there exists no prohibition on the granting of the preference as stipulated in paragraph 3 above.

6. At the time of initial application, each applicant must certify that he/she qualifies for a local preference. The SFHA will advise the family to notify the SFHA of any change that may affect their ability to qualify for the preference.

7. Applicants that are otherwise eligible and are certified as qualifying for a local preference will be placed on the waiting list in the local preference applicant pool.

8. Families that do not qualify for a local preference at the time of application will be notified in writing and advised of their right to an informal meeting to discuss the determination. The applicant will be further advised that he/she may exercise other rights if the applicant feels that illegal discrimination, based on race, color, religion, national origin, age, disability, or familial status contributed to the SFHA's decision to deny a preference. If otherwise eligible, the family's application will then be placed on the waiting list in the appropriate non-preference category based on the date and time of application.

9. Applicants that certify/verify to a local preference at the time of initial application must be able to verify their preference status prior to the offer of a unit if the verification of preference is over 90 days old.. Applicants that cannot subsequently verify their preference will lose their preference qualification and will be reconfigured in the non-preference category based on the date and time of application.

10. The Eligibility Department will conduct an annual review of all lists, asking applicants to renew their interest in public housing.

V. SCREENING APPLICANTS, INCLUDING FOR DRUG AND OTHER CRIMINAL ACTIVITY

The SFHA's developments will not be used as housing of last resort. All applicants for public housing will be screened according to the basic policies and standards set forth in the authority's Admission and Continued Occupancy Policy (ACOP).

A. General Principles of Screening

The screening criteria in the Admissions and Continued Occupancy Policy are based on those set forth in the HUD Regulations **[24 CFR Part 960.205]** and in the applicable sections of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). The regulations require an assessment of the behavior of each applicant with respect to the essential obligations of tenancy as expressed in the Authority's lease. The essential obligations of tenancy may be summarized as follows:

1. To pay rent and other charges under the lease in the manner set forth by the SFHA in the lease;

2. To care for and avoid damaging the unit and common areas, to use facilities and equipment in a reasonable way; not to create or maintain health, safety or sanitary hazards, and to report, promptly maintenance needs;

3. Not to interfere with the rights and enjoyment of others, and not to damage the property of others;

4. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or near the premises; and

5. To comply with necessary and reasonable rules and program requirements of HUD and the SFHA; to comply with health and safety codes.

B. Applicant Interviews and Verification Documents

1. SFHA will schedule applicant interviews as families approach the top of ***the waiting list***. In this interview, the following items will be verified to determine qualification for admission to public housing:

   a) Family composition and type (Elderly/Disabled/Non-elderly)
   b) Annual Income
   c) Assets and Asset Income
   d) Allowance Information
   e) Preferences

f) Social Security Numbers of all Family Members

g) Information Used in Applicant Screening

2. SFHA will verify all applicants' claims by: a written third party verification; phone verifications with the results recorded in the applicant file with staff signature; or, if no other form of verification is available, applicant certification. Applicants must sign releases, verification consent forms, and otherwise cooperate fully in obtaining or providing the necessary verifications. Failure on any applicant's part to provide or sign the required documents will result in the rejection of the application and removal from the waiting list.

3. SFHA will obtain a declaration of citizenship or eligible immigration status from every household member, or a declaration on non-contending status.

4. Applicants reporting zero income must complete a family expense form. With this form applicants will estimate the money spent on: food, beverages, transportation, health care, childcare, debts, household items, etc. Also, applicants will be asked about the status of any application or benefits through Temporary Assistance for Needy Families or other similar programs. "Zero income" applicants who are admitted into SFHA must undergo re-certifications of income according the Residential Lease Agreement and Contract every 90 days.

5. Applicant files shall indicate the date and time of receipt of public housing information and SFHA's determination of eligible or ineligible. Eligible applicant files will also include: the unit size needed; a completed Unit Requirements Questionnaire; any applicable preference rating; and a history of housing offers highlighting the date, unit address, and the circumstances of each vacancy offered and accepted or refused.

C. Applicant Screening Criteria

1. All SFHA applicants will be screened in accordance with HUD's regulations **[24 CFR 960; QHWRA]** and SFHA Applicant Screening. The regulations require an assessment of the behavior of each applicant with respect to the essential obligations of tenancy as expressed in the Authority's lease.

2. All applicants must demonstrate through an assessment of current and past behavior the ability:

   a) To pay rent and other charges as required by the SFHA Residential Lease Agreement and Contract in a timely manner;

   b) To care for and avoid damaging the unit and common areas;

   c) To use facilities and equipment in a reasonable way;

   d) To create no health, or safety hazards, and to report maintenance needs;

   e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

   f) Not to engage in any activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff;

g) Not to engage in drug-related criminal activity or illegal drug or alcohol abuse;

h) To comply with necessary and reasonable rules and program requirements of HUD and the SFHA; and

i) To comply with health and safety codes.

3. The applicant's signature on the application and all other necessary consent forms authorizes SFHA to make necessary inquiries into the applicant's behavior or background as it relates to lease compliance. This includes obtaining arrest and conviction information in order to determine the likelihood of lease compliance.

4. Information requested for applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application. Any costs incurred to complete the application process and screening must be paid by the SFHA.

5. Screening factors used in the application process include, but are not limited to: credit check, payment history for utility charges, current and prior landlord histories, and criminal background checks (including arrest history). If necessary, fingerprints will be used to assure the accuracy of background information obtained. Failure to meet the requirements of these "checks" will result in applicant rejection.

6. As part of the screening process, all applicants will be required to complete a pre-occupancy briefing designed by SFHA or by the resident leadership if offered at the site of intended residency and approved by SFHA. In all cases, a pre-occupancy briefing must be completed prior to occupancy of a unit. Failure to attend and satisfactorily complete the briefing will result in rejection of the application and/or withdrawal of a unit offer.

7. Applicants determined eligible and suitable for admission will be notified by mail or in a format designated by the applicant. This notice will include the approximate date of occupancy. However, since the date is an estimate, applicants should not expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by SFHA such as turnover rates and market demands, as they affect bedroom sizes and project location **[24 CFR 960.207 (b)]**.

8. Applicants determined to have negative items revealed during the screening process will be given the opportunity through a meeting, to present any "mitigating" circumstances that the SFHA will consider before rendering a determination for rejection of admission. Thereafter, applicants unqualified for admission will be promptly notified. These applicants will receive a Notice of Ineligibility from SFHA, stating the basis for such determination. SFHA shall provide such applicants with an opportunity for an informal hearing of the determination. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process except for denial of admission because the PHA has determined that no one in the family is a citizen, national, or eligible immigrant. **[24 CFR 960.207(a)]**

9. In addition to mitigating circumstances, applicants who are known to have a disability and have been determined eligible but who fail to meet the screening criteria, may ask for reasonable accommodation in order to meet the obligations of the lease and to fully participate in the program. All requests for reasonable accommodation must be submitted in writing. SFHA will not assume that an individual with a known or assumed disability requires reasonable accommodation.

D. The Application Process

1. The application and screening form

   a) When completing the registration forms, the applicant will be required to provide answers to certain key questions concerning the applicant's eligibility, preferences, and resident history. Applicants must provide Social Security Numbers (SSN) for all family members aged six or older (or certification that application has been made for a SSN or none has ever been assigned) and the name, address and telephone numbers of current and former landlords, and past and present housing providers. Applicants must also declare citizenship status or provide sufficient information to establish eligible immigration status.

   b) Failure to provide this information will result in cessation of application processing and possible rejection of the application. Housing authority staff is available to guide applicants, as needed, in understanding the application process and completing SFHA's application and screening forms.

2. Screening factors used in the application process include, but are not limited to: security and background check, credit check, payment history for utility charges, prior landlord history, and a home visit. Failure to complete or comply with any of these phases will result in rejection.

3. SFHA staff will complete a Screening Interview Checklist for each application file. If, at any point in the screening process, it becomes clear to staff that an applicant will not meet the screening criteria, the checklist will be signed and the rejection noted. The same procedure will be followed when applicants are certified acceptable for admission.

4. Verification standards for checking information provided by the applicant

   a) Verification by a third party: Verification by third parties must be in writing. An exception may be made at the discretion of the SFHA to permit phone verification when SFHA staff determines from all available information that written verification is impractical, or processing of the application is unnecessarily delayed by the third party's failure to respond. SFHA, at its discretion, may consider other available information.

   b) After the SFHA completes the screening interview, staff will send a first mailing to the third party verification sources identified by the applicant. After 15 calendar days, if no response has been received to the first mailing, SFHA staff will contact the third party by phone, fax, or send a second mailing.

c) After the second mailing, if the third party does not provide either a phone or written verification, SFHA will advise the applicant that the third party is not cooperating in the verification process. The SFHA may ask the applicant to contact the third party directly to speed up the verification process. Applicants will not be given verification forms. All transactions will be between SFHA staff and the third party.)

d) Phone verifications must use the same form previously mailed to the third party. All the information included in the written verification must be gathered during the phone contact. SFHA staff will complete the form. The contact person, date and time of conversation will be noted and the SFHA staff person who made the phone call will sign the form. Initials are not acceptable.

e) Review of documents -SFHA staff will review documents submitted by the applicant when:

(1) The information requested does not require third party verification (e.g. rent receipts and lease agreements, utility bills); or

(2) Third-party verification is impossible. SFHA staff will copy documents into the applicant's file or list the documents and the information on them. SFHA staff will document file if unable to obtain third party verification.

f) Applicant certification - SFHA may accept applicant certification only when required by HUD regulations or when other preferred forms of verification are impossible to obtain.

5. General procedures applicable to verifying information

a) Information subject to change - These verifications are valid for 90 days from the date received by the SFHA. Information may be updated by phone for an additional 30 days. SFHA will not ordinarily rely on verifications that are more than 120 days old.

b) Information not subject to change - the authority will verify this information only once (e.g., verification of age with birth certificates, citizenship or immigration declarations.)

c) Each applicant folder will include a File Completion Checklist to track progress and a Verification Log documenting verification efforts. The Verification Log will record the forms sent, date sent, and date the information is received by SFHA staff. Upon completion of a folder, the SFHA staff person will sign the File Completion Checklist and certify as to the completeness of the File. The File will also contain an Applicant Approval Record which will include the signatures of all staff involved in completing the intake process: a review by and signature of the staff person who made the eligibility determination to either approve or deny, a review by and signature of the staff person who processed the through the screening process, and the signature of the Eligibility manager who conducts a final file review and approves each file for leasing.

d) Each SFHA verification will include the following: (a) explanation of why the information is being requested; (b) a copy of SFHA's general release of information with the applicant's signature or the applicant's signature on the verification form; and (c) the questions essential to soliciting the information required by the SFHA.

e) The SFHA will send third party verifications directly to the source, not through applicants. Third party verifications will include a self-addressed stamped envelope for return to the SFHA. Verifications may also be faxed to a third party with a return fax to SFHA provided the original form is later forwarded by mail and/or the fax transmission is confirmed by printed receipt at the time of transmission, or verified by phone with a notation to the file.

6. Limited inquiries into medical issues

a) Medical information is offered either to explain mitigating circumstances and/or seek a reasonable accommodation. For example, if an applicant had a poor rental history but stated that the previous history was caused by a disability that is now being successfully treated, SFHA staff will verify:

(1) That the applicant did, in fact, have a disability, and

(2) That the former problems were caused by the disability; and,

(3) That the present treatment, or reasonable accommodation, can be expected to prevent the recurrence of the problems.

b) If an applicant's former housing problems were due to the applicant's resisting or refusing treatment, the SFHA would be justified in verifying whether the applicant would be reasonably likely to continue with the current treatment. In this instance, it is not necessary for SFHA to obtain medical information beyond verifying the applicant's assertions about the reasons for past problems, the likelihood of continuing treatment, and that the treatment will remedy the problem.

7. Issues regarding former tenancy

a) Conditions of former tenancy may not apply to a current applicant, individual or group, where the new lessee is to be a person other than the former lessee.

b) Any family member who *signed* a previous lease or occupancy agreement will be considered responsible for the family's former actions. Applicants will be allowed to explain any mitigating circumstances.

c) In cases of criminal activity, including drug related activity, the SFHA may prohibit the family member engaged in such activity from residency in a SFHA unit.

d) At the time of registration, SFHA staff will advise the applicant of any outstanding balances owed to the SFHA (For either public housing or section 8). Amounts must be paid in full prior to the application being accepted by the Authority.

e) Should the applicant successfully demonstrate to the SFHA that a charge is invalid, SFHA will reinstate the applicant to the waiting list using the original date and time of application and any applicable preferences.

8. Documentation of information received during the application process

a) SFHA will accept credible evidence to verify information received during the application process. (NOTE: Refer to Section XI of these procedures to review specific criteria and requirements)

b) Misrepresentation of eligibility, including but not limited to eligibility, award of preference for admission, allowances, family composition, rent during the application process:

(1) If, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her current situation, history, or behavior in a manner that would affect eligibility, Local Preferences, applicant selection criteria qualification, allowances or rent, the application shall be rejected.

(2) This provision shall not be applied to minor mistakes in fact (such as typographical errors) that produce no benefit to the applicant

E. Security and Background Check

1. The SFHA will verify any involvement in criminal activity on the part of any applicant family member who intends to reside in the SFHA leased premises:

a) Applicants will be advised at the time of intake and at the start of the screening interview that criminal behavior will jeopardize admission to a SFHA community. Criminal activity that occurs while an applicant's family is on the SFHA's waiting list will receive additional weight in SFHA's decision to reject an applicant family.

b) Involvement in criminal activity by any member of an applicant family that would adversely affect the health, safety or welfare of other tenants will be verified using information from the criminal records system of the City and County of San Francisco, the State of California, and the federal National Crime Information Center (the "NCIC"). The SFHA will also examine criminal histories provided by other States or municipalities, court records, and other evidence that might document any criminal activity. In addition, the current and former landlords and housing providers will be asked to indicate problems during the applicant's tenancy. The Authority will review police reports for any criminal activity during the ten (10) year period prior to consideration for admission.

c) SFHA may use a third party service to check criminal history. SFHA will also interview the applicant using the Interview Screening Checklist.

d) SFHA will use the criminal records system of the City and County of San Francisco, the State of California, the NCIC, and other states and/or municipalities to check all applicants for any evidence of:

(1) Any and all information relative to any criminal convictions or activity, both felonies and misdemeanors within the past ten years;

(2) Any and all information relative to any criminal charges that are currently pending before the court of the State of California or any jurisdiction, including the federal courts;

(3) Lifetime sex offender registration requirement for any household member. The SFHA will check in California and any other states where any family member is known to have resided.

e) The criminal records system shall be used to assess the applicant's past behavior especially the commission of violent crimes, drug related criminal activity of any kind, disturbance of neighbors, or destruction of property.

(1) Without substantial evidence of mitigating circumstances (including serving jail time and rehabilitation) the SFHA will not admit persons engaging in any criminal activity violating state and/or federal law.

(2) Examples of criminal offenses that will be considered include, but are not limited to: disturbing the peace, drunk and disorderly conduct, threats or harassment, domestic violence, including actual or threatened violence toward members of an applicant household, assaults, destruction of property, vandalism, citations for health and sanitary code violation, possession of an unlawful weapon, criminal damage, arson, and home invasion.

(3) In applying the above provisions, the SFHA will consider the nature of the offense and any mandatory penalties in accordance with state and federal law, including but not limited to the California "Three Strikes You're Out" Act.

f) Documentation of any of the following criminal activity by any applicant family member who intends to reside in the SFHA leased premises may result in rejection of the applicant family. Documentation of such activity may be considered alone or in conjunction with other criminal activity such as:

(1) Use, distribution, or possession of illegal drugs by an applicant family member who intends to reside in the SFHA leased premises.

(2) Documentation from the criminal records system, or other verification of criminal activity, that shows a history of property-related crimes such as burglary, robbery, larceny, weapon charges, and possession and receipt of stolen goods.

(3) Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as assault, battery, public intoxication (drunk & disorderly), prostitution.

(4) Documentation from the criminal records system, or other verification of criminal activity, that shows a history of crimes that endanger the health or safety of others such as homicide/murder, rape, child molestation, spousal or child abuse, or drug related crimes as referenced.

(5) Not withstanding any other provision of law, the SFHA shall permanently prohibit admission to all federally assisted housing to any applicant household that includes any individual who is subject to a lifetime registration requirement under a State sex offender registration program. **[QHWRA; Subtitle F: Sec. 578 (a)]**. No mitigating circumstances will be considered.

(6) Further, the SFHA shall permanently deny admission to all federally assisted housing, any applicant or household member who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of federally assisted housing. No mitigating circumstances will be considered. **[Sec. 16; subsection (f) of the USHA as amended by Sec. 428 of the FY 1999 Appropriations Act]**

g) All criminal activity will be weighed against the obligations of tenancy, including the likely impact on a SFHA community and the danger to the health or safety of residents or staff. The SFHA considers certain criminal acts or repeated criminal behavior as evidence that the, applicant is not capable of meeting lease requirements.

2. In evaluating criminal activity or drug-related criminal activity, the SFHA will give the greatest weight for admission to applicants with no record of criminal activity or behavior of any kind; minor or infrequent offenses that do not, when taken together, indicate the pattern of a repeat offender, or a record of criminal activity with clear and verifiable evidence of improved behavior sustained over a significant period of time. (A period of improved behavior while on the waiting list will also be considered by the SFHA.)

3. Criminal activity, drug related criminal activity, alcohol abuse, other factors and considerations will include:

a) Mitigating circumstance and criminal activity[10]

(1) Staff will consider the dates, subject to any local criteria, and circumstantial activity, the seriousness of the offense, whether the offense occurred only once or was repeated, and the number and duration of rehabilitation efforts, if any, and whether offender has avoided subsequent criminal activity or behavior since the offense.

[10] Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, when verified would 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, and (3) the applicant's prospect for lease compliance is an acceptable one, justifying admission.

(2) With respect to criminal behavior, evidence of any mitigating circumstances or rehabilitation must be compelling and substantial before the SFHA will consider accepting an applicant with a significant criminal history. SFHA will look for a period of time where the applicant's behavior is improved and there is no evidence of criminal activity. SFHA will consider the applicant's behavior and reputation in the community both before and after the offense, and any other evidence indicating a likelihood that the offender will not engage in any future criminal activity.

(3) However, consideration of verifiable mitigating circumstances does not guarantee that an applicant will be admitted. Evidence of certain crimes or repeated crimes can result in rejection. Evidence of mitigating circumstances or evidence of rehabilitation does not require the SFHA to disregard potentially disqualifying activity.

See the discussion later in these procedures for a review of how mitigating circumstances are considered.

b) Drug-related criminal activity:

(1) SFHA will not admit current users of illegal drugs or alcohol abusers.

(2) The Fair Housing Act explicitly states that current illegal drug users ARE NOT a protected class (persons with disabilities) and permits SFHA to reject such applicants. Further, not withstanding any other provision of law, no individual shall be considered a person with disabilities, for the purposes of eligibility for low-income housing, solely on the basis of any drug or alcohol dependence. **[QHWRA; Subtitle A; Sec. 506(3)]**

(3) Applicants who are former drug users[11] and whose housing histories reveal no circumstances which point to future lease compliance problems, will be considered for admission. However, if problems with housing or criminal histories emerge during screening or the applicant's own disclosures indicate that the applicant may be a current user of illegal drugs, the SFHA will require documentation that the applicant is no longer using drugs, including behavioral evidence that the applicant has made a life-style change.

i. SFHA will require an applicant to document that he or she is a former user if objective evidence raises a question about whether the applicant is a current user of illegal drugs. However, demonstrating that a person is not a current user does not automatically guarantee admission. The person with disabilities is still required to meet all other applicable screening criteria.

[11] A former user of illegal drugs is defined by ADA and 504 as "individual who has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs or has otherwise been rehabilitated successfully and is no longer engaging in such use, or is participating in a supervised rehabilitation program and is no longer using drugs, including behavioral evidence that such use is no longer occurring.

(4) Where an applicant's documentation from the criminal records system includes numerous drug-related and other crimes (felonies or misdemeanors not necessarily drug related) SFHA will deny admission, but will consider information from drug treatment centers. Successful recovery does not mean that the SFHA will ignore a background of *criminal* behavior. Demonstrating that an applicant is not a current user is only part of the screening evaluation; all other screening criteria must be met.

i. The PHA will require a signed consent form by which the PHA shall submit a request to a drug abuse treatment facility with respect to each proposed household member who is at least 18 years old, and for family head or spouse regardless of age

a. Whose criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission; or

b. Whose prior tenancy records indicate that the proposed household member:

(i) Engaged in the destruction of property;

(ii) Engaged in violent activity against another person; or

(iii) Interfered with the right of peaceful enjoyment of the premises of other residents.

ii. The written consent form shall authorize the SFHA to:

a. Receive information from the drug abuse treatment facility stating only whether the facility has reasonable cause to believe that the applicant is *currently* engaging in the illegal drug use;

b. Receive such information from the drug abuse treatment facility, and to utilize such information in determining whether to prohibit admission of the household.

iii. The written consent form expires automatically after the SFHA has made a final decision to either approve or deny the admission of such person.

iv. Such confidential information will not be misused or improperly disseminated and will be destroyed no later than five (5) business days after the date on which the PHA gives final approval for admission.

v. If the application is denied, the information will be destroyed within a reasonable time (***12 months***) following the date on which the statute of limitations for commencement of a civil action based upon that denial of admissions has expired without the filing of a civil action or until final disposition of any such litigation.

(5) Alcohol abuse and screening - Alcohol is a legal drug; therefore, simple use or even abuse of alcohol is not grounds for rejecting an applicant.

i. It is the SFHA's policy that an applicant who the authority believes exhibits a pattern of abuse of alcohol that may interfere with the health, safety or right to peaceful enjoyment of SFHA property by residents and employee is, will be denied admission.

ii. If screening reveals past tenancy problems, and the applicant asserts that those problems were caused by alcohol abuse that is no longer occurring, staff will verify the information by the following procedure:

a. confirm that the negative behavior was, in fact, caused by alcohol abuse;

b. document (using methods similar to those described above for former users of illegal drugs) that the applicant is no longer abusing alcohol; and,

c. review the applicant's housing history since entering recovery to ensure that no other behavior problems still exist.

(6) Confidentiality - Pursuant to Section 575; (c) (5) of the Quality Housing and Work Responsibility Act of 1998 (The "QHWRA"), the San Francisco Housing Authority, when receiving criminal records, may use such information only or the purposes provided in this subsection and such information may not be disclosed to any person who is not an officer, employee, or authorized representative of the agency and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance.

For judicial eviction proceedings, disclosures may be made to the extent necessary. The Secretary shall establish procedures necessary to ensure that information provided under this subsection to a public agency is used, and confidentiality of such information is maintained, as required under this subsection.

(7) Penalty - Any person who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of, covered housing assistance pursuant to the authority under this subsection under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and fined not more than $5,000. The term "person" as used in this paragraph includes an officer, employee, or authorized representative of the San Francisco Housing. **[QHWRA; Section 575; (c)(6)]**

(8) Civil action - Any applicant for, or tenant of, covered housing assistance affected by (A) a negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee, or authorized representative of the SFHA which disclosure is not authorized by this subsection, or (B) any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as many be appropriate against the SFHA, the responsible entity for such unauthorized action. The district court of the United States in the district in which the affected applicant or tenant resides (San Francisco), in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters. Appropriate relief that may be ordered by such district courts shall include reasonable attorney's fees and other litigation costs. **[QHWRA; Section 575; (c)(7)]**

(9) Records management

i. The SFHA is responsible for establishing a system by which all information received from police departments and/or drug treatment facilities is:

a. Maintained confidentially in accordance with section 543 of the Public Health Service Act (12 U.S.C. 290dd-2);

b. Not misused or improperly disseminated; and

c. Destroyed, as applicable.

(i) For information from drug treatment centers, not later than five (5) business days after the date on which the SFHA gives final approval for an application for admission; or

(ii) For information regarding criminal activity obtained by consent form, within a reasonable time (***12 months***) after the date on which the SFHA gives final approval for admission; or

(iii) If the SFHA denies the application for admission, the reports shall be destroyed in a timely manner (***12 months***) after the date on which the statute of limitations for the commencement of a civil action from the applicant based upon the denial of admission has expired or subsequent to an annual audit. **[QHWRA; Section 575; (d)(B)]**

ii. In order to assure that only essential employees have access to these documents, the SFHA will limit their review as follows:

a. All requests for police reports and/or information from drug treatment centers will be made in writing and submitted to the Senior Eligibility Representative.

b. The Senior Eligibility Representative will review all requests and submit them to the appropriate reporting agency.

c. Upon receipt of the results, the Senior Eligibility Representative will review each document. If the applicant's records are "cleared", the Senior Eligibility Representative will obtain the signature of the Administrative Director of Customer Services or his/her designee and stamp "Security Cleared" on the "Applicant Approval Record" along with the date of clearance. The police reports or drug tests results will not be returned to the requestor. Rather, they will be kept 'in a separate File in alphabetical order and secured in the possession of the Administrative Director or his/her designee until records are destroyed as in 10a(3) above.

iii. In the event that the reports contain information that may affect admission, the Senior Eligibility Representative shall confer with the Administrative Director or his/her designee to determine if a meeting should be scheduled with the applicant to discuss any information that might "mitigate" the unfavorable information.

F. Review and Checking of Credit Reports

1. SFHA will complete a credit check on all public housing applicants

2. Evaluating credit history information

a) SFHA will make a careful examination of the credit report. The report will be checked to determine if there are inconsistencies in the applicant's housing history as reported to the SFHA on the application form or other documents. SFHA staff will consider negative credit information in light of its impact on tenancy. Thus, poor credit with respect to non-payment or delinquent payment of utilities will be given greater weight than non-payment or delinquencies for other consumer obligations.

b) If the SFHA rejects an applicant because of poor credit history, SFHA staff will advise the applicant in the rejection notice of his/her rights under state and federal law to:

(1) Examine the credit report;

(2) Dispute and correct inaccurate credit information. Should the applicant successfully demonstrate to the SFHA that the credit record is inaccurate and the report is corrected, the SFHA will consider reinstatement to the waiting list using the original date and time of application and any applicable preferences.

c) SFHA will consider bad credit in light of any mitigating circumstances that can be documented by the applicant (e.g. loss of job, illness or medical problems that limited a family's financial resources). SFHA will also consider whether non-payment or poor payment of rent and other charges is likely to reoccur once the applicant obtains housing where the rent is calculated based on income.

d) If an applicant has filed bankruptcy and this is reflected in the credit report, SFHA will determine if the Bankruptcy included debts related to tenancy and shelter costs. Applicants will not be rejected solely on the basis of the bankruptcy filing.

G. Utilities

1. SFHA will also interview the applicant concerning history of utility payments. Where applicants have had past responsibility for utility payments, the SFHA will use account records provided by utility companies (excluding those providing telephone and cable TV service, although these may be used as secondary indicators of ability to pay) or the Utility Verification Form.

2. Ability to obtain utility connections

   a) The SFHA owns public housing units where the resident is responsible for the utility payments. In accordance with the Admissions and Occupancy Policy and the lease, SFHA requires that applicants offered units with resident-paid utilities be able to secure utility service in their name and document it to the SFHA.

   b) Present ability to obtain utility service is considered an indicator of the applicant's past performance in meeting financial obligations.

   c) SFHA will advise all applicants of the above requirements at initial intake and remind applicants of this requirement at the start of the screening process.

H. Landlord and Prior Residences

1. Procedures used to verify applicant information:

   a) Staff will interview all applicants using the Applicant Screening Interview Checklist, Parts I and II. If the current housing provider is a relative, additional information on the applicant's ability to comply with lease terms may be collected by the SFHA.

   b) SFHA will examine applicant's housing history over the past 5 years. In order to obtain the best available information on an applicant's housing and shelter history, the SFHA may use combinations of years and tenancies.

   c) SFHA will examine tenancy history over a longer period of time when the information obtained from the time period is incomplete. When examining an applicant's shelter history, the SFHA will focus on those periods where the applicant made sustained periodic payments in support of shelter related costs.

   d) Performance in meeting financial obligations will be checked first by contacting the current housing provider and two prior providers (if applicable) using the SFHA Landlord Verification Form. The form will be mailed to the landlord(s) or shelter providers identified by the applicant the Applicant Screening Interview Checklist along with a release of information form. Where there is no rental history, other forms appropriate to the family's circumstances will be used (see Section VI, Part C).

   e) Checking Landlord Information (Applies to landlord information received or any screening criteria.)

(1) The SFHA differentiates between applicants who are/were the Tenant of Record (TOR) whose landlord the SFHA cannot reach and applicants who have lived somewhere without the landlord's knowledge and consent, thus making it impossible for the prior landlord to verify residency or rent payment history.

(2) The SFHA will attempt to verify that the applicant is the TOR by contacting the landlord. SFHA will also accept: a notarized letter from the TOR when the applicant is living in the unit but is not on the lease; other credible references that can verify address and tenancy status for the period under review, and any of the secondary forms of verification described below.

(3) Where a current or previous landlord is a relative of the applicant, the SFHA will give more weight to those periods where the applicant lived in a unit provided by a landlord not related to the family

(4) If no landlord references are available, SFHA will obtain a credit report and contact the current housing provider with a request that someone with knowledge of the applicant's behavior and rent payment history complete the form.

2. Record of eviction from housing or involuntary termination from residential programs

a) Sources:

(1) Staff will check SFHA's records, landlord records and court records to determine whether the applicant has been evicted from SFHA, any other assisted housing, or any other property in the past. SFHA will also use credit or eviction service information to check for any record of evictions.

(2) Record of termination from residential programs will be checked with police, service agencies and with any provider referred by the applicant. The SFHA will cross-match with unit records and information in the Section 8 Certificate and Voucher programs to check for termination of assistance.

(3) Conditions of former tenancy may not apply to an applicant, individual or group. Any family member who signed a previous lease or occupancy agreement will be considered responsible for the family's former actions.

(4) Staff must consider the mitigating circumstances of any past eviction or termination and its relevance to SFHA tenancy.

b) Examples of indicators for eviction from housing or involuntary termination from residential programs are:

(1) No record of eviction or termination from any shelter, other housing, or a residential program. Evidence of rule compliance in any residential transitional facilities, group homes) or other program in which the applicant is participating (drug treatment)

(2) Successful completion of stay and transition from a shelter or residential program

(3) Currently in the program and is meeting all requirements.

(4) No negative information received from the housing provider.

(5) That the applicant can meet SFHA's lease criteria on his/her own or with assistance that the applicant rides; unit or living area is clean, no destruction of property, ability to manage regular monthly payments of some kind; responds to mail and shows up for appointments; follows an applicable rules in his/her current residential situation; no record of disturbing neighbors; avoids criminal activity.

c) Other indicators for these criteria are:

(1) Applicant asked to leave the program for rule violation that is not related to the SFHA lease compliance. (Example: staying out late might violate a program rule, but would not violate SFHA's lease compliance.

(2) Applicant leaves program but returns and is accepted for continued participation.

(3) Successful completion of a residency training program acceptable to the SFHA.

3. Demonstration of ability and willingness to comply with the terms of the SFHA's lease and other program requirements (Note: This will be applied ONLY in the absence of satisfactory landlord documentation):

a) If an applicant is able to document that he or she could comply with the SFHA lease terms as demonstrated in the current and former residences through a combination of landlord references and the home visit, this criterion will be considered satisfied. Ability to comply with SFHA lease terms will be checked only in the absence of satisfactory landlord documentation.

b) If any current conditions of occupancy can be considered in light of the SFHA's lease requirements, staff will send the appropriate verification forms. Staff will also complete the Parts I and II of SFHA's Applicant Screening Interview Checklist in an interview with the applicant

c) If the provider is unable (the provider may have no knowledge that the unit is housing two families) or unwilling to complete the verification process, the SFHA will send appropriate forms to other third parties or persons with knowledge of the applicants current living arrangements or to the host family. If the host family completes the form, SFHA will judge the completed form in light of any family ties between the host family and the applicant family.

d) These forms may bring to light mitigating circumstances or reasonable accommodations an applicant may need (to care for the unit or manage money, for example) and enable SFHA to determine that the applicant has such services (provided by a third party) in place before the applicant is admitted.

e) Ability and willingness to comply with the lease term may be demonstrated by the following actions:

(1) The applicant can meet these criteria on him/her own or with assistance that the applicant obtains;

(2) Based on a home visit, the unit or living area is clean with no evidence of applicant caused health or safety problems;

(3) No record of, or home visit, yields no evidence of destruction of property;

(4) Ability to manage regular monthly payments of some kind;

(5) Responds to mail and shows up for appointments; follows any applicable rules in his/her current housing or shelter situation;

(6) No record of disturbing neighbors; avoids criminal activity.

f) In addition, compliance with lease terms can be demonstrated by the following:

(1) Evidence of rule compliance in any residential program (shelters, transitional facilities, group homes) or other program in which the applicant is participating;

(2) Job or school references;

(3) Completing, a pre-occupancy briefing acceptable to the SFHA.

I. Resident Participation in the Intake and Screening Process [24 CFR 960.206(c)]

1. Mitigating Circumstances – As required by **24 CFR 960.205 (d)**, SFHA will consider mitigating circumstances for negative information received that would likely result in the rejection of an application for housing.

2. Resident involvement in applicant pre-occupancy orientation — All applicants are required to complete a pre-occupancy briefing designed by SFHA or by the resident leadership. A pre-occupancy briefing may be designed to address Authority-wide issues, site-specific issues, or a combination of both. While SFHA and its residents will design the orientation, all orientations will be required to include the following topics:

a) Rights and responsibilities of SFHA and the resident;

b) How rent is calculated;

c) Security issues;

d) Recertification requirements;

e) The lease;

f) The move-in inspection;

g) Care of the unit and how to request maintenance;

h) Reasonable accommodations and modifications for persons with disabilities;

i) Services available in or near the development;

j) The resident association;

k) How to conserve utilities, read a utility bill, and family budgeting;

l) Family choice of rental payment; **[QHWRA; Sec. 523]**

m) Site specific disaster/emergency evacuation plans.

SFHA may contract with other entities to deliver the pre-occupancy orientations. All applicants must attend the orientation in order to complete the screening process. Failure to attend the orientation will result in the rejection of the applicant and removal from the waiting list.

3. Admissions Advisory Committees – The SFHA encourages RMC's and Tenant Associations to develop Admissions Advisory Committees (AAC). This policy establishes the framework under which these committees must operate:

   a) An AAC will interview applicants and review selected information about applicants being considered for housing at each site;

   b) All committees will use a standardized questionnaire developed in conjunction with SFHA and approved by the Administrative Director of the Customer Services Department prior to their use;

   c) Questionnaires must not include questions previously asked by the Eligibility Department during the admissions process;

   d) Residents serving on an AAC are subject to applicable fair housing laws and will be required to successfully complete training on fair housing laws to be provided by the Customer Services Department;

   e) Violations of ethical or privacy standards or discrimination by any committee member will result in dismissal from an AAC;

   f) Residents involved or employed by SFHA in other parts of the screening process (i.e. Home Visit Teams, Mitigating Circumstances Review Boards, etc.) are prohibited from being members of an AAC.

4. Resident Welcome Committees — Sites that create an AAC must also establish a program of post-occupancy follow-up (sites without an AAC can establish a program at their discretion). The AAC will work with the Housing Manager to design a follow-up "welcome" program for new residents at each property. The objective of the post move-in follow-up will be to provide additional orientation through resident-to-resident assistance so that new families do not become isolated and issues of lease noncompliance (if any) can be addressed early in order to avoid the process of eviction. Post-occupancy follow-up must include at least one (1) apartment visit within 30-60 days of new resident move-in.

J. Pre-Occupancy Briefing

1. Completion of a pre-occupancy briefing designed by the SFHA in cooperation with existing residents or delivered by a third party under contract to SFHA will be required by all applicants.

2. Attendance, behavior during the briefing, and satisfactory completion of the briefing, are part of SFHA's screening criteria. Failure to attend and satisfactorily complete the program will result in rejection of the application.

3. The briefing will typically be offered when the applicant is within 90 days of being offered a unit (Applicants that fail a home visit may be referred to this program on a different schedule than that noted here.) A pool of applicants that have successfully completed the briefing will be maintained by the SFHA. A unit will riot be offered until an applicant successfully completes the program.

4. The briefing, once implemented, may include the following topics:

   a) Program purpose and relationship to SFHA's screening
   b) How screening relates to lease compliance
   c) Keeping the unit clean
   d) Review of the SFHA's lease requirements, house rules, safety and security issues
   e) Information on the SFHA's Family Self-Sufficiency Program
   f) Rights and responsibilities of the SFHA and the resident
   g) Procedures that will be followed should lease violations occur
   h) SFHA's obligation to make reasonable accommodations for person with disabilities
   i) The role of the resident council

5. If requested by an applicant, SFHA will make reasonable accommodations to allow full participation by the applicant, or household member, if notified in writing at least 48 hours prior to the briefing.

K. Recommendation of Admission or Rejection

1. When a determination of eligibility and qualification for Local Preferences has been made and either the verification forms have been returned or telephone verifications obtained, and the Home Visit and the pre-occupancy briefing completed, staff will make a recommendation of Admission or Rejection. This determination will be based on the following:

   a) Responses from current and at least one former landlord or response from housing providers other than a private landlord (if applicable) - All positive or neutral responses would mean the applicant family can be recommended for admission. The applicant must be considered capable of and willing to comply with the SFHA's lease terms for a recommendation of admission;
   b) Responses from utility suppliers (if applicable) - A positive or neutral response that is consistent with the landlord information would result in a recommendation of admission;
   c) Subject to SFHA's consideration of any mitigating circumstances, no member of the applicant family, 7 years of age or older, should be currently involved in criminal activity, have charges pending, or be convicted of a felony for a recommendation of admission;

d) Credit reports or eviction services information (if applicable) - the applicant must have a neutral or good record for a recommendation of admission. This would include no evictions due to lease violations or non-payment of rent within the past three (3) years or past three (3) tenancies whichever is longer.

e) Pre-occupancy briefing - SFHA requires that applicants with poor housekeeping or a lack of verifications in any two of the screening criteria attend a resident orientation program. The applicant must receive a satisfactory or better rating for completing the program.

f) Admissions Folder Checklist - Staff will complete a File Completion Checklist for each application file. If, at any point in the screening process it becomes clear to staff that an applicant will not meet the screening criteria, the Checklist will be signed and the decision to reject noted. The same procedure will be followed when applicants are certified acceptable for admission.

2. Supervisory review of folders - Difficult cases will be forwarded to the ***Eligibility Program Supervisor*** for discussion and review. The first step in the supervisory review of a difficult case is a determination of the file completeness. If any information is missing or the case for rejection or acceptance is not compelling, the file will be returned to the appropriate staff person for further work.

3. Quality Control (QC): From time to time selected folders will be sent to the appropriate supervisor for a quality control review. The supervisor will review the folder, and initial the checklist. On a monthly basis, supervisors will perform quality control reviews by reviewing folders at random. Information in the folders will be ***verified*** against the information in the computer. Results of the QC review will be shared with staff. Further, the results of the QC will be considered in evaluating staff performance.

4. The following list of factors will not be considered in making a decision to reject any application:

   Race, Color, Religion, Age, Source of Income, Sex, Marital Status, Parental Status, Sexual Preference, Political Ideology, Handicap or Disability (including mental or physical), Ancestry, or National Origin.

5. If negative screening information is received on an applicant, Eligibility Program Supervisor will review the file. If the Supervisor determines that the applicant does not meet the minimum screening criteria, the applicant will be sent a notice of ineligibility for admission. In accordance with federal regulations (24 CFR 960.205 (d)), the notice of ineligibility will include information to the applicant that s/he has a right to an informal review to discuss mitigating circumstance, or request a reasonable accommodation, that will reverse the denial of admission. The applicant must request the informal review no later than ten (10) days after receipt of the notification.

   If a person has a known disability, mitigating circumstances, or reasonable accommodation, will be considered if such will allow the applicant to fully participate in the program and meet the obligations of the lease.

Mitigating circumstances, or reasonable accommodations, will not be considered for applicants who are subject to lifetime sex offender registration or who have been convicted of manufacturing methamphetamine on the premises of federally assisted housing.

6. The informal review shall consist of the Eligibility Manager and the Director of Housing Management. The results of the informal meeting will be provided to the applicant in writing no later than five (5) working days after the informal review.

L. Acceptable Documentation

1. In addition to, in support of, or in lieu of a landlord verification form, the SFHA will accept credible evidence of rent payment, utility payments in the form of canceled rent checks or money orders for any period of tenancy under review. SFHA will review up to 12 months of receipts or bills, unless the applicant documents that a shorter period time is applicable.

2. Acceptable documentation for an applicant's history with respect to disturbances, destruction of property damages, housekeeping habits, and care of the unit are:

   a) Completed "Landlord Verification" Form for all previous tenancies as required by these procedures. The form includes questions related to this screening criterion, specifically questions on caning for the unit, and questions or applicant behavior while a resident.

   b) If no landlord verification is possible, a completed Part I of the "Applicant Screening Interview Checklist" and completed verification forms with any discrepancies in the information on these forms resolved to the SFHA's satisfaction. Forms will include questions for both the applicant and third parties applicable to "the ability to care for the unit, general lease compliance, and ability to perform activities that related to lease compliance."

   d) No criminal offenses or criminal activity as reported through state and local criminal records system.

3. When evaluating documentation received with respect to disturbances, destruction of property, damages, housekeeping habits, and care of the unit, SFHA will give the greatest weight for admission to applicants with:

   a) No record of activity or behavior that would disturb other residents or neighbors peaceful enjoyment of their accommodations; no record of activity or behavior that resulted an apartment unit or residential facility of any kind, grounds or common *area* associated with such apartment or facility, the real or personal property of neighbors.

   b) No record of activity or behavior (especially housekeeping) that resulted in safety violations, unsanitary or unhealthy conditions in a unit Evidence that the applicant reported maintenance problems to the Landlord in a timely manner.

   c) Where objectionable behavior has occurred, clear evidence of mitigating circumstances and evidence that the applicant ceased the behavior or activity and, where applicable, made restitution (monetary or otherwise) to persons affected.

d) Where damage to property occurred clear evidence of mitigating circumstances such that the applicant ceased the behavior or activity and, where applicable, made restitution (monetary or otherwise) that resulted in the property being restored to a decent, safe, and sanitary condition (e.g. paid reasonable charges for the cost of repairs).

4. Other indicators for applicant's history with respect to disturbances, destruction of property, damages, housekeeping habits, and care of the unit are:

a) Caring for one's room or space (especially when living with someone else or in a shelter, or group home);

b) Maintaining any physical space (perhaps related to a job);

c) Availability and use of a chore service or other assistance with care of the unit;

d) Live-in aide available;

e) When offered by SFHA, successfully answering questions about how to care or an apartment and successful completion of a residency training program acceptable to the SFHA.

f) Treatment of others with whom s/he lives;

g) Treatment of administrators or other participants in programs that the applicant is or has participated in;

h) Recent school and work relationships;

i) When offered by the SFHA, behavior during completion of residency training programs acceptable to the SFHA.

M. Screening Criteria and Procedures – Applicants with Disabilities

1. Meeting Section 504 access and communications requirements during the application process

a) If an applicant has difficulty completing written forms, SFHA will permit the applicant to bring someone to the interview to assist them. Other reasonable accommodations will be considered on a case-by-case basis. Third party verifications will not be given to applicants. SFHA staff will contact the third party directly.

b) To insure the opportunity for equal access to housing benefits and program related services, SFHA will make reasonable accommodations for applicants with disabilities. SFHA will also make sure that forms and other documents completed by applicants are available in accessible formats. If requested by the applicant with disabilities, SFHA will provide sign language interpreters and/or other auxiliary aides.

c) SFHA will confirm the presence of a disability, but will not make inquiries about its nature or extent, prior to making any accommodation or providing auxiliary aides.

d) At the time of initial application, the SFHA will provide a notice to all applicants that explains Section 504 and Fair Housing requirements including the right to request reasonable accommodations.

e) Intake and screening interviews and other meetings required during the application process will be conducted at accessible locations. SFHA will make arrangements with the applicant to meet at home or at a location that is accessible.

f) SFHA will not make accommodations that cause a fundamental alteration in the nature of the program or create undue financial and administrative burdens.

2. Mitigating circumstances for all applicants and reasonable accommodations for applicants with disabilities

a) It is illegal to reject an applicant because he or she is a person with a disability, or for reasons that could be overcome by SFHA's reasonable accommodation of the applicant's disability or handicap. If, even with reasonable accommodation, applicants with disabilities or handicaps cannot meet essential program requirements, it is permissible to reject them.

b) Such inability to meet program requirements might arise because of behavior or performance in past housing, inability to comply with the terms of SFHA's lease, or needed services from SFHA's staff that represent an alteration in the fundamental nature of SFHA's program (e.g. Services to residents that are beyond the scope of the housing program, services not a part of the program.)

3. Meeting 24 CFR Part 5, Subpart F, and the Section 504 regulation requirements for processing applicants including persons with disabilities.

a) Stage 1: eligibility review (applies to all applicants)

(1) The first stage of processing is the determination of program eligibility. At this point verification of disability or handicap is needed only to determine eligibility for a unit with accessible features or units in properties designated for use by special populations. In addition, a verification of disability will also be needed where an applicant claims deductions for income specific to them status as an elderly/disabled household.

(2) For admission to certain properties, "disabled family" status is required to meet the eligibility criterion related to that property (besides qualifying the member for a special deduction in rent computation and conferring a preference in assigning units in designated buildings). Once an applicant has been determined to have a disability or handicap, no further reference should be made to that fact unless the application reaches the third stage of processing.

b) Stage 2: Applying the applicant selection criteria (applies to all applicants)

(1) The second stage of processing is applying the applicant selection criteria contained in this procedure. Thus, an applicant who happens to have a disability or handicap but is able to demonstrate a history of meeting financial obligations, caring for a rental unit, avoiding disturbing neighbors and destroying property, eschewing criminal behavior, and, if necessary, ability to comply with SFHA's lease, would be recommended for admission with no further reference to or consideration of any disability or handicap. Neither mitigating circumstances nor reasonable accommodations will be an issue for any applicant who passes the applicant selection criteria.

c) Stage 3: Seeking mitigating circumstances or reasonable accommodation (for applicants with disabilities only)

(1) The third stage of processing would only come into play if an applicant could not meet one or more of the applicant selection criteria discussed in these procedures. At this point, applicants with disabilities or handicaps are entitled to considerations of reasonable accommodations.

(2) Prior to issuance of a Notice of Rejection, staff will hold a follow-up meeting, with any applicant known to have a disability or handicap who cannot meet one or more of the applicant screening criteria. The purpose of the follow-up meeting is to determine whether it is possible to admit the applicant through consideration of mitigating circumstances (available to all SFHA applicants) or by applying reasonable accommodation (available only to applicants with disabilities).

(3) Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both:

i. The reason for the unsuitable rental history and/or behavior; and

ii. That the reason for the unsuitable rental history and behavior is no longer in effect or is under control and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the resident screening process.

For example, if an applicant's previous history of disturbing neighbors was very poor, but his recent behavior was much improved, SFHA could consider this mitigating circumstance. Applicants have a responsibility to provide credible evidence to document the improvement if the file contains only data about the former problems. SFHA, with the applicant's cooperation, will seek third party verification of applicant claims of improved behavior.

(4) If the evidence of mitigating circumstances presented by the applicant relates to a change in medical conditions or course of treatment, SFHA shall have the right to refer such information, subject to the applicant's authorization, to persons qualified to evaluate the evidence and verify the mitigating circumstance

(5) SFHA shall also have the right to request further information reasonably needed to verify mitigating circumstance. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or reasonable accommodation. (See below.) If the applicant refuses to provide further information, SFHA will give no further consideration to the mitigating circumstance.

(6) Screening personnel must keep in mind that an applicant with a handicap or disability who may, for example, be unable to care for a current apartment alone, may still qualify as able to comply with the lease if he or she can demonstrate that assistance with caring for the unit has been secured. Such assistance could be in the form of a Live-in Aide, or it could be a friend, family member, chore service or employee of the applicant. It is not the province of the SFHA to make judgments about the best way to provide assistance, but simply to determine whether the assistance will enable the applicant to meet the screening criteria.

(7) If some form of assistance is needed to enable an applicant to comply fully with the lease terms, screening staff should obtain verifications that such assistance is available to the applicant.

4. Reasonable accommodations for applicants with disabilities (disability status subject to verification)

a) If no mitigating circumstances exist that satisfy SFHA's applicant selection criteria, the SFHA must consider reasonable accommodations requested by the applicant or structural modifications that SFHA could make to eliminate administrative or architectural barriers to housing the applicant.

b) Reasonable accommodations may take the form, of changes in rules, policies, practices, or services (if provided by the SFHA), when such accommodations are necessary to afford a person with disabilities equal opportunity to participate in the program or to use and enjoy a SFHA dwelling unit, including public and common use areas. For example, approving an applicant for a larger unit (waiving the unit occupancy standards) to permit occupancy by a live-in aide who would assist the applicant with some aspect of lease compliance the applicant could not otherwise achieve.

c) Structural changes include physical changes made to the unit, building, development or grounds.

d) Accommodations or structural modifications, to be considered reasonable, must not cause undue financial or administrative burdens or an alteration in the fundamental nature of SFHA's public housing program. If a service is necessary for compliance with the lease, SFHA cannot be required to provide it to an applicant with a disability if it is not provided to other residents; but the SFHA must consider admitting that applicant if he or she can document that the service will be provided by others at no cost to the SFHA.

5. Screening and substance abusers - see Part C 3 of this Section.

6. Rejecting applicants with disabilities - Any applicant with a disability or handicap who cannot meet the applicant screening criteria taking into account possible mitigating circumstances, reasonable accommodations by the SFHA, or services needed for lease compliance verified to be provided to the applicant by others, must be rejected.

VI. TENANT SELECTION AND ASSIGNMENT PLAN

The SFHA will offer one (1) offer of a public housing unit to each applicant approved for the public housing program. The sequence of unit offers will be based upon date and time the application is received, type and size of unit needed and selected by the family, and factors affecting preference or priority that are consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and the HUD regulations and requirements pursuant thereto [24 CFR 1.4(b) (2) (ii) and 100; QHWRA, Sec. 525].

A. Preference Point System

The SFHA has allocated points for each local preference as follows:

Working 32 hours	***4*** points
Working 20 hours or in education/training	***2*** points
Veterans	***2*** points
Victims of Domestic Violence/Witness Protection	***2*** points
Rent Burden (paying more than 50% for rent)	***4*** points
Substandard Housing	***2*** points
Homeless and/or Displaced	***2*** points
Homeless w/Department of Human Services Supportive Services	4 points
Residents of/Work in City of San Francisco	***4*** points

B. Waiting List and Offers of Housing

1. All registrations (pre-applications) are time and date stamped upon receipt by the Eligibility Department. Applicants will be placed on the appropriate waiting list(s) by date and time of application and any applicable local preferences.

   a) For example, a family may choose to be on both the two-bedroom waiting list and the three-bedroom waiting list if the family meets the Occupancy Standards criteria for both bedroom sizes.

2. SFHA will monitor the waiting list and schedule applicant interviews based on projected turnover. The objective is to maintain a ready pool of eligible and suitable applicants to which offers of housing will be made. SFHA may permit private management companies to conduct eligibility and suitability screening.

3. This assignment plan will be maintained in a central location, the Eligibility Department.

4. Eligibility staff will regularly check and ensure that verifications for preferences, income and family composition are current within 90 days for approved ("Applicants to be Referred") families near the top of the waiting list.

5. In the process of making unit offers, the Eligibility Department will first refer to the "Applicants to be Referred" list.

   a) The Eligibility Department will ensure that all approved applicants are placed on the "Applicants to be Referred" list.

      (1) For example, 3-bedroom elderly or disabled families shall be placed on the 3-bedroom general occupancy (family) list if there are no 3-bedroom units in elderly/disabled developments.

      (2) Families needing wheelchair accessible units or other accessibility features shall be indicated on the "Applicants to be Referred" list, and shall be listed in preference order with all other applicants.

      (3) Families needing a downstairs unit will be indicated on the "Applicants to be Referred" list.

6. Eligibility Staff will next refer to the "Vacant Unit Analysis Report" when making unit offers.

   a) Eligibility staff will ensure that all units, vacant and expected to become vacant, are on this list, in chronological order (unit vacant longest is listed first)

   b) Codes on the "Vacant Unit Analysis Report" shall clearly indicate which units are ready for referral (i.e., units not undergoing extensive modernization or casualty damage, in litigation, or other condition expected to keep the unit uninhabitable for two or more months). *NOTE:* Good communication processes and protocols between management and maintenance shall be given high priority.

   c) The fields on the "Vacant Unit Analysis Report" indicating "Estimate Ready" and "Actual Ready" shall be updated daily, as required.

   d) Only units on the "Vacant Unit Analysis Report" that are ready or expected to be ready within two months shall be referred.

7. Eligibility staff will next refer to the "outstanding offers"

   a) Eligibility staff shall ensure that elderly/disabled families needing a 3-bedroom or larger unit are offered appropriately sized units in general occupancy (family) developments in correct preference/date order, if there are no units of that bedroom size in Mixed Population (elderly/disabled) developments.

b) For Mixed Population developments, only families coded "E" (elderly/disabled) will be selected.

c) Eligibility staff shall ensure that "Applicants to be Referred" list is clearly coded for families needing downstairs units only, wheelchair accessibility, or other accessibility features, and will refer to applicant file before making referrals.

(1) For example, an upstairs unit will not be offered to a family who indicated that they must have a downstairs unit.

(2) See "Occupancy of Dwelling Units with Accessible or Adaptable Feature" for order of offers of accessible units.

d) Families needing wheelchair accessibility units will be offered the next available public housing unit (see good cause for refusal).

8. Eligibility staff will place a telephone call to the first applicant at the top of "Applicants to be Referred" list, of the appropriate bedroom size, to offer that applicant the unit at the top of the "Vacant Unit Analysis Report"

a) "Top of list" is defined as the applicant with the highest preference points and the oldest application date.

(1) For example, an applicant who applied for public housing in 1998 but was approved in 2001 would be higher on the list than an applicant with the same preference points who applied for public housing in 1999 but was approved in 2000.

b) The eligibility staff shall send the offer letter out the same day, with offer of the specific unit, requiring applicant to accept or reject within five (5) days.

c) Staff shall input the date of unit offer in the "Outstanding Offers" report.

9. Eligibility staff will place a telephone call to the second applicant at top of "Applicants to be Referred" list, of the appropriate bedroom size, to offer 2nd unit at top of "Vacant Unit Analysis Report.

a) Staff shall send offer letter out same day, with offer of specific unit.

b) That day's date will be entered in the "Outstanding Offers" report.

10. Eligibility staff will refer each vacant or expected-to-be vacant unit out every five (5) days

a) If the date the unit on this list was offered is five days from this day, the unit will be offered again.

(1) For example, if date unit offered indicates "11/03/01", the unit will be offered again on "11/08/01"

(2) If date unit offered indicates "11/15/01, the unit will be offered again on "11/20/01"

11. Staff shall continue offering units following procedure above until unit is accepted and leased.

12. Applicants who do not respond to the unit offer letter within five (5) working days of the date of the notice will be considered "non-responsive" and withdrawn from all waiting lists.

13. If applicant accepts the offer by phone, eligibility staff will send letter, confirming acceptance of unit.

14. SFHA will maintain records of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal. The Eligibility Department *must* record this information in CCS for the purpose of identifying "hard to market" units.

C. Acceptance or Rejection of Offer

1. After accepting the offer of housing, the applicant will be shown a vacant unit in their selected location. Units and applicants are matched based on the size and type of housing required by an applicant, taking into account priorities for accessibility and allocation plans. If more than one unit of the appropriate size and type is available, the first unit offered to the applicant will be the first unit ready with the oldest vacancy date.

2. If an applicant declines the offer of housing (without "good cause"), or does not respond to the offer of housing, their name will be placed at the bottom the waiting list. The Eligibility Department will do so by changing the date and time of application from the original date to the date and time of the refusal of housing.

3. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer or if acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion, disability, or national origin, the applicant will keep their place on the waiting list **[24 CFR 1.4 (b)(2)(ii) & (iii)]**. The applicant must be able to document that the hardship claimed is "good cause" for refusing an offer of housing. Where "good cause" is verified to SFHA's satisfaction, the refusal of the offer *shall not require* that the applicant be dropped to the bottom of all waiting lists or otherwise affect the family's position on any waiting list. **[24 CFR 85.42]**.

4. Examples of good cause reasons for the refusal of an offer of housing (public housing or alternative housing opportunity) include, but are not limited to:

   a) The unit is not of appropriate size or type

   b) Inaccessibility to source of employment, education, or job training that would require an adult household member to quit a job, drop out of an educational institution, or job training program. Or inaccessibility to children's day care or educational program that would take a child out of day care or an educational program;

   c) Presence of lead paint in the unit offered when the applicant has children under the age specified by current law;

d) The family demonstrates to SFHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency or a threat assessment that verifies danger from criminal activity. Reasons offered must be specific to the family (e.g. hate crimes). Refusals due to location alone are not good cause;

e) The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

5. Examples of good cause related to an applicant's willingness to accept an offer but inability to move at the time of the offer include:

a) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;

b) The family head, spouse or sole member is serving on an impaneled jury.

D. Housing Transfers and the Offering of Units

Three of the four types of transfers will take priority over new admissions: Priority (Emergency), Administrative Transfers and Resident-Initiated Transfers will be offered housing before new admissions. See Transfer Policy, Section VIII of this document.

E. Occupancy of Dwelling Units with Accessible or Adaptable Features

1. Units with accessible or adaptable features will be first offered to current residents in need of the units' features before offering such a unit to an applicant with a disability.

2. Offers of housing for all accessible or adaptable units will first be made to current residents having a disability that requires the special features of the vacant unit. (In effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).

3. If there is no current resident in need of the unit, the unit will be offered to an eligible applicant having a disability that requires the special features of the vacant unit **[24 CFR 8.27 (a) (1) (2) and (b)]**.

4. If there is no such applicant and the SFHA offers the unit to an applicant without a disability, SFHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant **[24 CFR 8.27 (a) (1) (2) and (b)]**.

F. Offering of Designated Units

1. Designated units will be first offered to applicants whose household characteristics "match" those of the vacant unit available.

2. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing ahead of families higher on the list with an earlier application date.

3. If there are no "matching" families on the waiting list, the unit will be offered to the family at the top of the waiting list for the appropriate bedroom size, according to the following rule: applicants that are elderly, have a disability, are displaced, or near-elderly family will be given occupancy preference over a single person applicant who is not an elderly, have a disability, displaced, or near-elderly person. This preference exists regardless of the single person applicant's date of application **[24 CFR 5.405(b)]**.

VII. LEASING AND OCCUPANCY OF DWELLING UNITS

A. Showing Units Prior to Leasing

1. When offering placement in a development, SFHA will provide the applicant with information describing the property and neighborhood. Eligibility staff will be familiar with SFHA's housing sites. If the offer of housing is accepted by the applicant, the development's property manager will be advised of the offer by Eligibility staff, and the date and time when the applicant will view the unit to be leased or a comparable unit.

2. Managers will only show and lease units of the appropriate size and type. If the applicant accepts the unit, the manager will verify when the unit will be ready for occupancy and execute a lease. If the applicant refuses the unit, a signed reason for refusal must be obtained from the applicant. The refusal form is then sent to Eligibility for a "good cause" determination (see Paragraph C of this section for definition of good cause). No lease will have an effective date before the unit is ready for occupancy **[24 CFR 966,4 (i)]**.

B. Unit Inspection

Before a family is admitted into a unit, the Property Manager and the family shall physically inspect the unit. This is to assure that the unit meets minimum habitability requirements, pursuant to state law, and to jointly establish the initial physical condition of the unit. The Property Manager will furnish the family with a written statement of the condition of the unit and the equipment provided with the unit. The statement shall be signed by the Property Manager and the family and a copy of the statement will be kept in the client file. Subsequent damages, except for normal wear and tear or a verifiable act of God, will be deemed as tenant damage by either the family or its guest(s).

C. General Leasing Policy

1. Units will be leased without regard to the race, religion, sex, age, national origin, disability or familial status of applicants, except as specifically provided herein.

2. All SFHA units will be occupied pursuant to a signed SFHA *Residential Lease Agreement and Contract* that complies with HUD's regulations. **[24 CFR Part 966]**

3. The lease shall be signed by the head, co-head, and all other adult members of the household and by the Executive Director or other authorized SFHA representative, prior to actual admission. **[24 CFR 966.4 (p)]**

4. Changes in family composition, income, or status or if a disability occurs between the time of the eligibility interview and the leasing of the unit will be processed at the Eligibility Department. Changes occurring between annual re-examinations will be processed at the developments.

5. If a resident transfers from one SFHA unit to another, a new lease will be executed for the dwelling into which the family moves. **[24 CFR 966.4 (c)(3)]**

6. If at any time during the life of the lease agreement and contract, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

   a) A new lease contract will be executed;

   b) A Notice of Rent Adjustment will be executed; or

   c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions will be made within the lease. All copies of such riders or insertions are to be dated and signed by the resident and by the Executive Director or other authorized SFHA representative. **[24 CFR 966.4]**

7. Housing Management will provide Eligibility with appropriate notice as to the date units will be vacant and ready by using the designated computer system and coding. Modernization and Redevelopment will also advise Eligibility in writing on available vacant and ready units.

D. Security Deposit Policy

1. It is the desire of the authority to establish a security deposit policy which encourages the families to take better care of their units, to reduce authority expenditures for renovation of units, to reduces the number of residents vacating without notice, to reduce accounts receivable for residents who leave owing unpaid balances, and to reduce the collection and collection agency fees for vacated residents.

2. For this reason, the amount of the Security deposit owed by the family shall be the greater of one (1) month's gross rent, or $100.00. The full amount of the security deposit shall be due and payable at admission. In situations of financial hardship, the resident and the authority may enter into an agreement to pay the security deposit in installment payments until the deposit is paid in full.

3. The authority shall be under no obligation to maintain any security deposit in segregated accounts apart from its general rent collection account ***in compliance with California statutes***.

4. The security deposit shall not be used for rent or any other fee or monies owed by the resident to authority while the resident remains in public housing.

5. The security deposit shall be returned to the resident within 3 weeks after all occupants of the resident's unit have vacated, less legitimate charges or deductions. A statement of charges or deductions will be provided to the resident along with the remainder of the security deposit.

6. No waiver of this policy is permitted without the review and written approval of the Executive Director, or his/her appointed designee.

E. Resident Charges

1. Along with resident rent, the authority may also impose other charges as permitted by law. Common among them are maintenance charges for damages caused by the family of its guest, late payment charges, excess utility usage charges, legal charges and other as may be deemed necessary.

2. Failure of the family to pay any of the charges, when due and payable, shall be a basis for eviction under the dwelling lease consistent with the termination provisions of 24 CFR, Parts 966.4 and 942.27

3. Prior to implementing any new charges, the authority shall give adequate administrative and legal notice as maybe required by law.

VIII. TRANSFER POLICY

The San Francisco Housing Authority will implement this policy to transfer a SFHA household from the household's current unit to another unit of suitable size and type. SFHA does not guarantee that an approved transfer will occur within a resident's original development. Transfers will be granted without regard to the race, religion, sex, age, national origin, disability or familial status of residents. Families approved for a transfer will receive one offer of housing[12]; failure to accept the initial offer will result in withdrawal from the transfer waiting list and possible lease termination.

A. Types of Transfers

SFHA has three types of transfers, as described below:

[12] Except for families who must relocate due to revitalization and development efforts, such as HOPE VI development. These families are offered up to three units. Please refer to SFHA's HOPE VI policies for more specific detail.

1. Priority Transfers – A priority transfer will be implemented when unit or building conditions pose an immediate threat to resident life, health, or safety. A priority transfer can be initiated by either the Authority or the resident, and must be documented and confirmed by the Authority or in a legal proceeding.

   a) *SFHA-Initiated Priority Transfers* – Transfers that occur when a dwelling unit has been damaged by a fire, flood, or other cause(s) to such a degree that the unit is not habitable and has such extensive damage that temporary relocation is not cost effective for SFHA. The Authority is not required to give prior notice in the event that a priority transfer must occur, and a tenant's refusal to comply with a SFHA-initiated priority transfer can be grounds for lease termination.

   b) *Resident-Initiated Priority Transfers* – Upon request by the resident, priority transfers may be used to alleviate verified medical problems of a *life-threatening* nature, such as emergency medical and/or disability needs (including accessibility) that cannot be accommodated in the current dwelling unit, or to protect household members from an immediate threat to the life of a family member from one of the following set of circumstances:

      (1) A member of the family is a victim of domestic violence and the perpetrator is legally on the lease.

      (2) A family member is a witness to a crime as a result of which their relocation has been deemed necessary for their protection by either the District Attorney's office or the San Francisco Police Department.

      (3) A family member is the victim of a hate crime.

         (a) A hate crime is defined as a criminal act in which hostility or negative attitude toward, or prejudice against, any group or individual due to race, color, ethnicity/national origin, religion, gender, sexual orientation, or handicap is the motivating factor.

         (b) Indicators for hate crimes include, but are not limited to, the following:

            - The offender and the victim were of different racial, ethnic/national origin, gender, sexual orientation, or handicap groups.
            - Oral comments, written statements, or gestures were made by the offender, which indicate his/her bias.
            - Drawings, markings, symbols, or graffiti were left at the scene of an incident or anywhere on or about SFHA property.
            - Certain objects, items, or things, which indicate bias, were used or left behind by the offender(s).
            - The victim is a member of a racial, ethnic/national origin, gender, sexual orientation, or handicap group that is outnumbered by members of another group in that area where the victim lives and/or the incident occurs.
            - The victim was visiting a location where previous civil rights

violations had been committed against other members of his/her racial, ethnic/national origin, gender, sexual orientation, or handicap group.

- Victims or witnesses perceive that the incident was motivated by bias.
- The victim was engaged in activities promoting a racial, ethnic/national origin, gender, sexual orientation, or handicap group.
- The incident coincided with a holiday relating to, or a date of particular importance to, a racial, ethnic/national origin, gender, sexual orientation, or handicap group.
- The offender was previously involved in a similar incident with, or is a member of or associated with, a hate group.
- A historically established animosity exists between the victim's group and the offender's group.
- The victim was in the company of, married to, or dating, a member of a targeted group.
- The victim has received harassing mail or phone calls or has been the victim of verbal abuse based on his/her affiliation with a targeted group.

(4) A family member is a victim of a violent crime other than a hate crime or domestic violence.

SFHA will not approve a priority transfer if the transfer will not resolve the emergency situation. Placement on the priority transfer list requires third-party corroboration of all material facts supporting the application. Third-party corroboration includes, but is not limited to, the following:

a) Police reports and investigations by SFHA staff, which includes discussion with attending police officers. The evidence must substantially show that the family is in an immediate, life-threatening situation and that a priority transfer would substantially abate the problem.

b) If the priority is medical, it must be verified that the family's continued residency in their current dwelling will be exacerbated a preexisting physical or mental condition into a life-threatening condition.

c) A temporary restraining order against the perpetrator

d) Transitional residency at a shelter due to victimization caused by domestic violence

In the event that a priority transfer must occur and no units are available within **30** days, a Section 8 voucher may be issued (if available) or residents may be directed to contact their local Red Cross for temporary housing. Under certain circumstances, SFHA may elect to put a family in a unit specially reserved for emergency relocations, or the Authority may finance a hotel room for the family to reside until a unit can be made available.

2. Administrative Transfers – An administrative transfer will be implemented for the purposes of building revitalization, such as HOPE VI redevelopment and other modernization activities, or adjustments made for overcrowded or over-housed living conditions. All administrative transfers are mandatory; a tenant's failure to comply with an administrative transfer will initiate the lease termination process.

3. Resident-Initiated Non-Priority Transfers – Resident-initiated non-priority transfers are available to residents in good standing and who have resided in a development for at least 12 months. *Outstanding lease violations and delinquent rent may disqualify a resident's application for transfer.* Resident-initiated non-priority transfers may occur when either one or more of the following criteria is sufficiently documented:

   a) The dwelling unit is unsuitable because of an undue medical hardship (other than which would qualify under a Priority request) that is expected to be long standing (more than one year) and which cannot be accommodated in the unit.

   b) A compassionate transfer would accommodate a family's need to be close to another family member with a serious medical condition.

   c) The location of an employer, childcare, or medical treatment creates an undue hardship on the family as determined by SFHA.

   d) The unit is not an appropriate size (for under-housed residents only).

   Documentation to verify these situations varies and is left to the discretion of SFHA, depending on the situation.

B. Transfer Process

1. SFHA Initiation – Transfers may be SFHA-initiated or resident-requested as explained in Section A above. In the event that SFHA identifies the need to transfer a tenant due to an emergency or administrative need, the Eligibility Department will notify the tenant in writing to facilitate the transfer process. Agency staff will perform the required collaboration to facilitate and document the process, in accordance with all HUD, State and local guidelines.

2. Tenant Initiated – If a tenant identifies a need to transfer, the tenant may initiate the transfer by filling out a Transfer Request Form and submitting the form to their property manager. Upon receipt of the transfer request, the property manager will time and date stamp the request, and enter the request into a tracking log.

   Processing a Transfer Request – The property manager shall review all requests for transfer within two business days of receipt to determine what, if any, additional documentation may be supplied by the family. To assist with the request process, the property manager will discuss with the resident what documentation is still needed, and refer the resident to the information on the back of the application form[13].

[13] Neither the Property Manager nor the Area Manager is responsible for approving the transfer request. This is the responsibility of the Eligibility Department. All requests for transfer, regardless of the nature of the request or the extent to which the request is supported, are to be referred to the Eligibility Department for approval.

The property manager will then forward the request to the District Office within two business days. The District Director will verify that the transfer request is complete, and will record the request in a tracking log and forward the request to the Eligibility Department within two business days.

The Eligibility Department will review the transfer request and render a decision within ten (10) business days. During this time, the Eligibility Department may or may not be required to make further inquiry to verify supporting documentation. Eligibility for all transfers will be determined using the same criteria that is used to screen new applicants.

Once a resident-requested transfer request has been approved, the Eligibility Department will determine whether the transfer shall be a priority resident-requested or non-priority resident-requested transfer. At this time, the family will be notified in writing by the Eligibility Department and placed on the appropriate transfer list. A copy of the written notification shall be forwarded to the property manager and kept in the tenant's files.

If the Eligibility Department does not approve the transfer request, the family will be informed in writing of the specific reason(s) and provided the opportunity to appeal the decision. Appeals must be initiated within 15 business days from receipt of notice. If an appeal is requested, the Eligibility Department will review all information and inform the resident of its decision within 15 days of receipt of the request for appeal. If SFHA upholds its decision to deny the transfer request, the resident has the right to request a Fair Hearing as outlined in the *Grievance Policy*.

C. Transfer Waiting Lists

SFHA's Eligibility Department shall maintain separate transfer lists of families determined to be eligible for a transfer under the criteria outlined above. Families on each transfer list will be ranked by the date and time their transfer request was received by the property office. Transfer lists include:

- Priority Public Housing (SFHA-initiated and resident-requested)
- Priority Section 8 (SFHA-initiated and resident-requested)
- Administrative Relocations for Revitalization and Modernization[14]
- Administrative Overhoused and Administrative Underhoused
- Resident-Requested Non-priority Transfers

All vacancy turnover units and new units on line shall be offered first to families approved for a priority transfer. If no family is identified on the priority list, the vacant unit will be offered to the first family on the subsequent transfer list, in the following order: Administrative Relocations, Administrative Overhoused, and Resident-Requested Non-priorities.

When necessary and without notice, SFHA reserves the right to offer units to Administrative

[14] HOPE VI includes separate lists for relocation and re-occupancy for each revitalization project

transfers **before** offering units to families on the priority transfer lists.

All transfer lists shall be maintained on the basis for each bedroom size, as stated in Section IV above.

D. Refusal of Transfer Offer

All families will be offered the first available and suitable dwelling for transfer, except in the case of a HOPE VI relocation. Families will not be offered a transfer close to or within their development in cases where the transfer is in response to a life-threatening situation such as domestic violence, witness protection, or where other similar threats exist.

Families have the right to refuse an offer if they are able to document *good cause* for refusal of the unit. Examples of good cause include, but are not limited to:

1. The unit is not of appropriate size or type.

2. Inaccessibility to the source of employment, education, or job training that would require an adult household member to quit a job, drop out of an educational institution, or a job training program. The tenant must document this refusal with a letter from the employer, school, or job training center stating that the new unit would prohibit access to the services of that agency.

3. Inaccessibility to a child's day care or educational program that would take the child out of the day care or educational program. The tenant must document this refusal with a letter from the day care center or educational center stating that the new unit would prohibit access to the services of that agency.

4. Presence of lead paint in the unit offered when the applicant has children under the age specified by current law.

5. The family demonstrates to the Authority's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or a threat assessment that verifies danger from a criminal activity.

6. The unit is inappropriate for the applicant's disabilities (documented by a certified health professional), or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

Good cause must be sufficiently documented. All documentation of a good cause for refusal of an offer must be provided to the Eligibility Department. Failure to provide good cause will be handled as follows:

- For priority transfers, any resident who refuses an offer of transfer housing without good cause (as defined above) will be removed from the transfer waiting list and may not apply for another transfer for at least twelve (12) months from the date of the transfer offer.

- For administrative transfers, any resident who refuses an offer of transfer housing and the refusal does not meet the definition of good cause, SFHA will issue a 30-day notice of lease termination.
- For resident-requested non-priority transfers, any resident who refuses an offer of transfer housing without good cause will be removed from the transfer waiting list and may not apply for another transfer for at least twelve (12) months from the date of the transfer offer.

E. Processing Transfers

Transfers will be process as follows:

1. Transfers will not affect the effective date of an annual recertification.
2. There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both projects carry the resident on their books at the same time.
   a) The losing property manager shall check the old unit after 48 hours. If the unit appears to be abandoned, SFHA will follow State or local laws regarding posting notice and storage.
   b) If the keys to the old unit are not received within two days, the resident will be contracted for additional charges.
   c) The gaining property manager shall **fax** a copy of the executed lease to the losing property manager on the date the lease is executed.
   d) The losing property manager will accumulate rental charges beginning two days from the date of the move from the losing development.
3. SFHA will not require a new security deposit for families transferring within SFHA public housing. Security deposits will always be transferred from the losing development to the gaining development.
4. The resident will be billed for any charges that occur as a result of the resident moving out of the unit. The resident is also responsible for paying any maintenance charges due to SFHA.

F. Security Deposits

1. The SFHA will not require a new security deposit for families transferring within SFHA public housing.
2. Security deposits will always be transferred from the losing development to the gaining development.
3. The resident will be billed for any charges that occur as a result of the resident moving out of the unit. The tenant is responsible for paying any maintenance charges due the SFHA.

G. Witness Protection Program

1. Purpose of the program

   a) The purpose of this program is to assist law enforcement agencies in providing for the safety and security of public housing residents who are formally cooperating with such agencies on criminal investigations or prosecutions. Through this program, the San Francisco Housing Authority will use whatever housing resources are available to relocate cooperating residents to safe housing as quickly as possible.

   b) Nothing in this program shall require the San Francisco Housing Authority to transfer or assign a resident in violation of any federal, state, or local law, or in contravention of any policy or regulation of HUD.

2. Definitions

   a) Resident: Any person identified as a resident or co-resident on a dwelling lease with the San Francisco Housing Authority, or with any landlord operating within any Section 8 program sponsored by the San Francisco Housing Authority, or any family member or member of the household of such a person, provided that their name also appears on the dwelling lease.

   b) Participating law enforcement agency: Any law enforcement agency with which the San Francisco Housing Authority has entered into a Memorandum of Understanding regarding witness protection and relocation. Such agencies may include, but are not limited to, the San Francisco Police Department, the San Francisco District Attorney's office, The Federal Bureau of Investigation, the U.S. Attorney, the U.S. Department of Justice, or the California State Department of Justice.

   c) Witness protection program: Any formal program maintained by a participating law enforcement agency requiring application by and acceptance of a person assisting, cooperating with, participating with, or testifying for said agency. If no such formal program currently exists, the participating agency may use any established set of requirements or qualifications agreed to by the San Francisco Housing Authority in lieu of such a program, provided that the requirements or qualifications are included in the Memorandum of Understanding.

   d) Agency liaison: Officer or administrator designated by the participating law enforcement agency in the Memorandum of Understanding, or his or her designee, so long as this subsequent designation is in writing, and subject to verification.

   e) Authority liaison: The Executive Director, Chief of Staff/Operations, or Director of Conventional Housing for the San Francisco Housing Authority, or his or her designee, so long as this designation is in writing and subject to verification.

   f) HUD liaison: Official or administrator designated by HUD to assist with this program.

3. Request for transfer or assignment

   a) A request for transfer or assignment may be made by a participating law enforcement agency to the San Francisco Housing Authority in writing on behalf of any resident of the San Francisco Housing Authority accepted into a witness protection program.

   b) In cases of emergencies, an oral request for transfer or assignment may be made, provided that the request is made directly by the agency liaison to the authority liaison, and confirmed by written request within 48 hours.

   c) The San Francisco Housing Authority may process a request for transfer or assignment for a resident who has only provisionally been accepted into a witness protection program, provided that his or her acceptance is effective at the time of transfer or assignment. Under no circumstances will a transfer or assignment under this program be given to a resident who has not been accepted into a witness protection program.

4. Decision on request for transfer or assignment:

   a) The San Francisco Housing Authority will have two business days from the time of the initial request for transfer or assignment to verify the resident's status in San Francisco Housing Authority housing, and to confirm the resident's eligibility for transfer or assignment. If no confirmation is transmitted to the participating law enforcement agency within two business days, it will be presumed that the request has been granted.

   b) If the San Francisco Housing Authority determines that the requesting resident is not eligible under the terms of this program and the Memorandum of Understanding, this determination shall be transmitted to the agency liaison in writing.

   c) Any arrears in rent or damage to the unit occupied by the resident shall be settled or provided for by agreement between the participating law enforcement agency, the resident, and the San Francisco Housing Authority prior to transfer or assignment.

   d) Costs and expenses for moving and relocation shall be determined by agreement between the resident, the participating law enforcement agency, and the San Francisco Housing Authority.

5. Selection of public housing alternatives:

   a) A transfer or assignment approved under this program shall be given the highest priority among waiting list participants.

   b) The San Francisco Housing Authority shall consider available housing alternatives for the resident, from available housing resources including, but not limited to:

      (1) Transfer or assignment to conventional housing within San Francisco housing Authority property.

      (2) Section 8 certificates made available for this specific program

      (3) Any certificates or vouchers specifically provided by HUD for this particular program.

      (4) Other housing alternatives as may be available to the San Francisco Housing Authority.

   c) The SFHA will first seek to transfer the resident to an appropriate public housing unit. If an appropriate public housing unit is not available, or is not anticipated to become available, within 30 days from the date of the transfer request, the SFHA will offer a Section 8 voucher as the next option. If the resident so chooses, the household may wait for an appropriate public housing unit to become available.

   d) The San Francisco Housing Authority will rely upon the assistance of HUD, through the HUD liaison, to secure the cooperation of other housing authorities and the federal government in providing as full a range of housing alternatives as possible. This shall include, when possible, additional certificates and vouchers from HUD for specific use in this program.

   e) The San Francisco Housing Authority shall also have a special listing of housing alternatives, which can be made available on a short-term basis, including motels or hotels, or other housing arranged for on an emergency basis. Expenses and costs for such short-term housing shall be determined by agreement between the resident, the participating law enforcement agency, and the San Francisco Housing Authority.

H. Confidentiality, Administration and Record keeping

1. All information regarding transfers or assignments under this program shall be kept strictly confidential by the San Francisco Housing Authority. Records under this program will be kept separate from the general records of the San Francisco Housing Authority to the maximum extent possible.

2. Any disputes or conflicts under this program shall be considered and resolved by the agency liaison, the Authority liaison, and the HUD liaison.

3. To the extent possible and subject to any rights of return, SFHA will allow residents in good standing to choose the development to which to transfer when implementing Administrative Transfers for redevelopment or rehabilitation units. The conditions for good standing are: no repayment agreement or unpaid balance at any time in the past year; good credit history with utility companies (when applicable); no criminal activity or history of disturbances that resulted in lease violations or violations as defined in SFHA's *One Strike Policy* (Appendix B) as indicated by notices of lease violation in the resident's file; and a good housekeeping record, as indicated by housekeeping inspection reports in the notice 30 calendar days in advance of the transfer date.

IX. Annual Recertification, Interim Recertification, and Continued Occupancy

A. Recertification Purpose

1. All households will be recertified every year upon the anniversary of their original move-in date. The first annual recertification will be conducted within twelve (12) months of the original move-in date. For example, if a family moves in to the unit on July 7, the annual recertification effective date is July 1 of the following year.

   The purpose of this annual recertification is to update family income information and family composition, to make any necessary changes to the rent, to verify eligibility for continued occupancy, and to renew the SFHA *Residential Lease Agreement and Contract*. **[24 CFR 960.209 (a)]** Residents will be notified in advance regarding the date of the recertification. At that time, SFHA will advise households of any documents needed for the recertification.

2. The annual recertification process will begin ninety (90) days prior to the recertification effective date.

B. Recertification Procedures

1. At the time of re-examination, the head and any co-head of the household are required to complete the recertification process as required by HUD.

2. Everyone in the household, aged 18 and older is required to sign the lease and all other required forms.

3. Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary (including income that has been disregarded according to SFHA policy) will be verified and all verified findings will be documented and filed in the resident's folder. **[24 CFR 960.257]**

4. Verified information will be analyzed and a determination made with respect to:

   a) Family composition: eligibility of the resident as a family or as the remaining member of a family;

b) Unit size required for the family;

c) Rent the family will pay; and

d) Need to transfer the family to a smaller or larger unit, or a unit with accessible features.

5. Income shall be computed in accordance with the definitions and procedures set forth in Section XI of this policy. **[24 CFR 5.609]**

6. If a family does not show for the first recertification appointment, a letter will be sent rescheduling the appointment. If the rescheduled appointment is not convenient for a compelling reason, the family has three (3) days to notify the property office of a need to reschedule the appointment.

7. Families that fail to show to the second recertification appointment or who fail to respond to a notice of a recertification will be sent a notice of lease violation. Failure to respond to the notice of lease violation will result in termination of the lease. **[24 CFR 86.124(c)]**

C. Eligibility for Continued Occupancy

1. Households that meet the following criteria will be eligible for continued occupancy:

a) Qualify as a family as defined in Section XII of this policy.

b) Are in full compliance with the resident obligations and responsibilities as described in the *Residential Lease Agreement and Contract* (Appendix D).

c) All family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.

d) All members receiving housing assistance are citizens or have eligible immigration status or a mixed family (having at least one family member that has citizenship or eligible immigration status). Every member of a resident family has submitted either a signed declaration of citizenship or evidence eligible immigration status as required by or a certification of non-contending status. **[24 CFR 912.6]**

D. Action Following Recertification

1. If there is any change in rent, a new *Residential Lease Agreement and Contract* will be executed and a "Notice of Rent Adjustment" will be issued. **[24 CFR 966.4 (c) & (o)]**

2. If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in Section V of this policy and moved to an appropriate unit when one becomes available. **[24 CFR 966.4 (c)(3)]**

E. Interim Recertifications

1. Between annual recertifications, residents must report changes in income to the housing manager within 10 calendar days of the occurrence as described in the lease agreement.

2. SFHA will conduct an interim recertification for decreases in rent when the household experiences a decrease in income or an increase in allowances or deductions.

3. SFHA does not conduct interim recertifications for increases in rent unless:

   a) the family composition changes; or

   b) the income disallowance period has ended; or

   c) the family is paying minimum TTP (or minimum rent is exempted due to hardship) and the has an increase in income. Income of families reporting zero income, or families who have had the minimum rent exempted due to hardship, will be reviewed every 90 days.

4. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment, including start and ending dates.

5. Residents in job training programs, or who are employed as a result of job training, may be eligible for an income disregard.

6. SFHA may process an interim adjustment in rent if at an annual or interim recertification a resident misrepresents the facts upon which the rent is based.

7. Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident and approved by the Executive Director or his/her designee. **[24 CFR 960.206]**

F. Notice of Rent Adjustment

Residents will be sent a "Notice of Rent Adjustment" 30 days prior to any increase in rent. This notice will list the current rent, the new rent, and the effective date of the rent adjustment. Rent may be adjusted as a result of an annual recertification, an interim recertification, or when a change in policies affects the rent calculation (i.e. annual update of ceiling rent).

G. Failure to Report Accurate Information

If the Authority discovers that a resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive to the first of the month following the month in which the misrepresentation occurred. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with SFHA's dwelling lease [24 CFR 966.4 (c)(2)].

H. Remaining Family Members and Prior Debt

1. If the head of household moves out of a leased unit and the family members want to continue occupancy of that unit (or another SFHA unit of the appropriate bedroom size), the remaining family members must identify a new head of household who will be subject to suitability and eligibility requirements. Once approved by the Eligibility Department and any outstanding debt is paid, the new head of household will sign a SFHA residential lease.

2. If all adults abandon the unit or die and the only household members remaining in the unit are minors they may maintain the unit only if:

   a) The SFHA will accept the court-appointed guardian to assume the lease provided that all eligibility and suitability criteria are met.

   b) The court-declared emancipated minor meets all the eligibility and suitability criteria

3. Family Re-unification – a former resident whom the courts want reunited w/ his/her children

4. Any outstanding debt owed to the Authority by the former head of household will be addressed as follows:

   a) If the debt cannot be collected from the former head of household (death, incarceration, hospitalization), as a party to the lease, remaining adult family members 18 years of age or older will be responsible for arrearages incurred by the former head of house.

   b) The SFHA will not hold remaining family members responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18. Example: the new head of house and only adult member of household recently turned 18 years. The new head of house is not responsible for the portion of the debt owed prior to his/her 18th birthday.

   c) Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

   d) Except as required above, a new head of household added to the Lease will not be charged for any arrearage incurred by the former head of household.

   e) If the Lease held by the new head of the household is an extension of occupancy under a prior lease(s) with the SFHA, any amounts due under the prior lease(s) may be charged and collected as if the amounts were incurred under the current lease (debt follows the head of the household).

   f) When disputes arise between a resident and the Authority concerning an action taken by the Authority to collect a prior debt as outlined in this paragraph, residents will have the opportunity to resolve this dispute through a grievance hearing according to the SFHA's *Resident Grievance Procedures*. **[24 CFR 966.50]**

5. Any outstanding credit due to the resident will be addressed as follows:

a) A credit balance that is equal to, or less than, twelve months rent (based on the current monthly rent amount) will be carried as a balance on the resident's account until the credit is exhausted.

b) If the credit balance that is more than twelve months rent (based on the current monthly rent amount), the resident will be paid a refund for the amount exceeding 12 months rent. The amount equal to 12 months rent will be carried as a balance on the resident's account until the credit is exhausted.

c) If the tenant vacates the unit with a credit balance, the SFHA will refund the entire balance, less any charges for damages to the unit by the resident that exceed normal wear and tear, within 30 days of the vacate.

I. Temporarily and Permanently Absent Family Members

1. If any family member is gone, or expected to be gone, longer than 15 days, the family must notify property manager.

2. Family member who is absent more than a total of 90 days in any one-year period shall be considered permanently absent. Reasonable accommodation for serious medical reasons will be considered.

3. If an entire family that is listed on the lease is absent more than a total of 90 days in any one-year period, the unit will not be considered the family's primary residence. This is a material violation of the lease and they will be subject to the lease termination process.

J. Lease Revision and Modification

1. The SFHA may revise or modify the lease at any time during the lease term:

   a) So long as the SFHA follows the requirements of notice to tenants and resident organization; and

   b) Considers their comments before adopting any new lease form..

2. Lease amendments must be accepted by households or the SFHA can terminate the lease if:

   a) Tenant refuses to accept a revision to the lease after being given at least 60 days notice of its proposed effect; and

   b) If the tenant is allowed reasonable time to respond to the offer.

K. Unit Inspections

1. Each year, the SFHA shall schedule and perform a physical inspection of each dwelling unit. The purpose of the inspection is to assess its physical condition and to perform preventive maintenance work, as warranted. Such repairs made on a timely basis will alleviate more extensive work necessitated by deferred maintenance. Damages found during the inspection which were caused by negligent actions of the family or its guest(s), shall be charged to the family based on the latest Resident Maintenance Charge List. No charge shall be made if the repair was precipitated by:

a) Normal wear and tear, or

b) A verifiable act of God

2. The Property Manager shall conduct a Housekeeping inspection once a year. Residents who are in violation of housekeeping standards will be required to correct the deficiency. The Housekeeping standards shall include, but not be limited to:

a) conditions in the living room, kitchen, bathroom, and bedrooms;

b) conditions of entryways, halls, and yards;

c) cleanliness of all areas;

d) general care of furniture, windows, doors, and cabinets;

e) evidence of destruction of SFHA property;

f) unauthorized occupants;

g) evidence of criminal activity;

h) conditions inconsistent with move-in inspection.

Failure to correct the deficiency will result in termination of the Lease.

L. Additions to the Household and Visitors

1. Only those persons listed on the most recent lease or certification form shall be permitted to occupy a dwelling unit. **[24 CFR 960.209 (b) and 966.4 9 (a) (2)]** Except for births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. **[24 CFR 966.4 (f)(3) & (c)(2)]** SFHA will not unreasonably withhold such approval.

2. Following the receipt of a family's request for approval to add a new person to the lease, SFHA will conduct a pre-admission screening of the proposed new member. The results of screening shall be used to determine whether the SFHA will approve the admission of the new member

3. In accordance with state law, certain criminal or arrest information for household members under the age of 18 years is not available (exception: emancipated minor). This does not preclude SFHA from using such information when a household member under the age of 18 years is being prosecuted as an adult under the law. This provision is subject to change, should the State or City modify its laws concerning the availability of police or court records for juvenile offenders.

4. Examples of situations when an additional family member is added to the household:

a) Resident requests to add a new spouse or co-head to the lease.

b) Resident requests to take in a long-term placement foster child(ren); however, a transfer to a larger bedroom size will not be granted in this case.

c) Resident requests to employ a live-in aide. Definition of a live-in aide: Someone who lives with an elderly, near-elderly, or disabled person who:

(1) Is determined by the PHA to be essential to the care and well-being of the person(s),

(2) Is not obligated for support of the person(s), and

(3) Would not otherwise be living in the unit. Live-in aide must be certified by a knowledgeable, licensed professional

A transfer to a larger bedroom size will not be granted in this case unless the addition of a live-in aide causes the family to be under-housed according to the SFHA occupancy standards.

d) Resident requests to add an adult family member (over 18) when the adult family member meets the HUD definition of disability and is medically dependent on the head of household or spouse or if an adult family member is added to assist the head of household or spouse because s/he is medically dependent on the adult family member.

e) Except for paragraphs c) or d) above, an adult family member who was previously on the family's lease will not be re-added to the lease.

f) An adult assumes responsibility as the head of house for a family, whose remaining family member(s) is under 18 (and is not an emancipated minor(s).

5. Residents who fail to notify SFHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by SFHA and the entire household will be subject to retroactive rent charges or eviction. **[24 CFR 966.4 (f)(3)]**

6. If a guest or family member stays with a resident household longer than 14 consecutive days, management must be notified. . Violation of this provision is grounds for termination of the lease.

7. Residents are not permitted to allow roomers and lodgers to occupy a dwelling unit. Violation of this provision is grounds for termination of the lease. **[24 CFR 966.4 (f) (2)]**

8. Residents shall not allow a former resident of SFHA who has been evicted for serious violation of a material term of the lease to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.

9. Family members who move from the dwelling unit shall be removed from the lease. **[24 CFR 966.4 (f)(3)]** The resident has the responsibility to report the move-out within 10 calendar days of its occurrence.

10. Any additions to the unit shall not cause overcrowding. Medical hardship, or other extenuating circumstances shall be considered by SFHA in making determinations under this paragraph.

11. Trespassing policy – Pursuant to San Francisco Police Code, Article 1 Public Nuisances
Sec. 25. Remaining Upon Private Or Business Property After Being Requested To Leave:

a) No person shall willfully remain upon any private property or business premises after

being notified by the owner, lessee, or other person in charge thereof to leave.

b) No person, without permission, expressed or implied, of the owner, lessee, or other person in charge of private property or business premises shall enter upon such private property or business premises after having been notified by the owner, lessee, or other person in charge thereof to keep off or to keep away therefrom.

c) **Notice.** Such notification referred to in subparagraphs (a) and (b) above may be oral or in the form of a written notice, posted in a conspicuous place, describing the specific area and hours in which persons are to keep off or to keep away.

M. Household Splits

In the event of a household break up (due to domestic violence, divorce, legal separation, etc.), the SFHA will determine which of the remaining household members will retain the rights to the leased unit. The SFHA determination will be made based on the following priorities:

1. Mutual agreement of the family members. All adult family members must submit and sign a statement of mutual agreement stipulating the household members who will retain the rights to the unit.

2. Court stipulated agreement. A copy of the court ordered stipulated agreement must be submitted to the property office declaring which household members will retain the rights to the unit.

3. Domestic violence. In any instance where the head of household is removed from the unit by a restraining order or stay away order, the property office will make no permanent determination until a final court document is submitted to the property office awarding the remaining household members the rights to the unit. The survivor of the domestic violence is responsible for working with the police department to enforce any restraining order or stay away orders.

In all instances, the household must notify the property office, in writing, within 10 days of the action causing the household split and request a determination of the assignment of the unit. In no case will the SFHA provide an additional unit to the household member(s) who are removed from the original household unit. The household members who are removed from the original household unit may apply for assistance on a separate application and may be entitled to full preferences, as applicable.

X. LEASE TERMINATION PROCEDURES

The San Francisco Housing Authority will process lease terminations in accordance with applicable HUD regulations and Section 14 of the *Residential Lease Agreement and Contract*. **[24 CFR 966.4 (l)(2)]**

A. Record Keeping Requirements

A written record of every termination and/or eviction shall be maintained by SFHA, and shall contain the following information:

1. Name of resident, number and identification of unit occupied;

2. Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

3. Specific reason(s) for the Notices, the section of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;

4. Date and method of notifying resident; and

5. Previous notices warning residents of actions or behavioral problems that rise to the level of a lease violation. A summary of any conference held with the resident, including dates, names of conference participants, and conclusions shall also be included.

6. Copies of notices, forms, or reports documenting resident actions or behavioral problems that may singularly or cumulatively lead to a determination of lease violation(s). (Examples: Requests for Termination, 14-day Notices HQS Inspection Forms, etc.)

B. Lease Requirements

1. Tenant Obligations

   a) The lease must provide that the tenant shall be obligated:

      (1) To assure that no tenant, member of the tenant's household, or guest engages in:

         i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents

         ii. Any drug-related criminal activity on or off the premises.

      (2) To assure that no other person under the tenant's control engages in:

         i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

         ii. Any drug-related criminal activity on the premises.

      (3) To assure that no member of the household engages in abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents.

C. Termination of Tenancy and Eviction

1. The SFHA may terminate the tenancy only for serious or repeated violation of material terms of the lease, such as the following:

   a) Failure to make payments due under the lease;

   b) Failure to fulfill household obligations, as described in the lease;

   c) Other good cause. Other good cause includes, but is not limited to, the following:

      (1) Criminal activity or alcohol abuse as defined in the lease;

(2) 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;

(3) Violating a condition of probation or parole imposed under Federal or State law;

(4) Discovery after admission of facts that made the tenant ineligible;

(5) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;

(6) Failure to accept the SFHA's offer of a lease revision to an existing lease:

i. That is on a form adopted by the SFHA in accordance with HUD regulations;

ii. With written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and

iii. With the offer specifying a reasonable time limit within that period for acceptance by the family.

2. The SFHA shall immediately terminate the tenancy if the SFHA determines that any member of the household has ever been convicted of drug-related criminal activity or manufacture or production of methamphetamine on the premises of federally assisted housing.

D. Lease Termination Notice

1. The PHA must give written notice of lease termination of:

a) 14 days in the case of failure to pay rent;

b) 3 days in the case of creation or maintenance of a threat to the health or safety of other residents or SFHA employees - grounds for termination under this provision include, but are not limited to, the following:

(1) If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened;

(2) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity;

(3) If any member of the household has been convicted of a felony;

c) 30 days in all other cases. A 30-Day Cure or Quit notice will be served in situations where the lease violation is a "correctable" offense. (Example: housekeeping issues, private lock, unauthorized pet, loud noise, unauthorized vehicle)

E. Evidence

1. The SFHA may evict the tenant by judicial action for 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.

F. Notice to the Post Office

When the SFHA evicts an individual or family for criminal activity, including drug-related criminal activity, the SFHA shall notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

G. Consideration of Circumstances

1. In lease termination and eviction for drug and other criminal activity, the SFHA shall determine that the tenant had some degree of knowledge or ability to control the unlawful behavior.

2. Except for conviction for manufacturing or production methamphetamine on the premises of federally assisted housing, the SFHA may consider all circumstances relevant to a particular case such as:

   a) The seriousness of the offending action;

   b) The extent of participation by the leaseholder in the offending action;

   c) The effects that the eviction would have on family members not involved in the offending activity;

   d) The extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

3. The SFHA may require a tenant to exclude a household member in order to continue to reside in the assisted unit where that household member has participated in or been culpable for action or failure to act that warrants termination.

4. If the eviction is related to a domestic violence situation, the SFHA may take these circumstances into consideration when determining whether or not to evict the entire household. If the domestic violence survivor is the remaining household member, s/he may submit proof that the domestic violence perpetrator is no longer in the household, and will not visit or access the public housing development. The SFHA may enter into a stipulated agreement with the remaining household members and allow them to remain in the unit.

H. Consideration of Rehabilitation

1. In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the SFHA may consider whether such household member:

a) Is participating in or has successfully completing a supervised drug or alcohol rehabilitation program/ or

b) Has otherwise been rehabilitated successfully.

I. Use of Criminal Record

1. If the SFHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the SFHA shall:

   a) Notify the household of the proposed action to be based on the information; and

   b) Provide the subject of the record and the tenant with a copy of the criminal record before the SFHA grievance hearing or court trial.

   c) The tenant shall be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.

2. The SFHA shall not pass along to the tenant the costs of a criminal record check.

3. To obtain criminal records from a law enforcement agency, the SFHA may require that every applicant age 18 and older, and head of house and spouse regardless of age, submit a signed consent form.

4. The SFHA shall disclose the criminal records that it receives from a law enforcement agency only to:

   a) Officers or employees of the SFHA;

   b) Authorized representatives of the SFHA with a job-related need to access the information (for example, a SFHA hearing officer).

5. If the SFHA's decision to evict a tenant is based on criminal record information from a State or local agency, the SFHA must notify the head of household of the proposed action and:

   a) Supply the subject of the record and the tenant with a copy of the information; and

   b) Provide the opportunity for the tenant to dispute the accuracy and relevance of the information. The opportunity shall be presented before the actual eviction action.

J. Records management

1. The SFHA shall maintain a system of record management that criminal records received from a law enforcement agency are:

   a) Maintained confidentially;

   b) Not misused or improperly disseminated;

   c) Destroyed once the purpose for which the record was requested has been accomplished. This includes an expiration period for filing a challenge to SFHA action if the challenge/litigation is not instituted.

K. Grievance

1. When disputes arise between a resident and the SFHA concerning an action or failure to act in accordance with the Residential Lease Agreement and Contract, residents will have the opportunity to resolve this dispute through a grievance hearing according to the SFHA's *Grievance Procedures*. **[24 CFR 966.50]**

2. Grievance procedures will not apply to eviction or termination of tenancy cases involving *any activity* that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or SFHA employees; or any drug-related criminal activity on or off SFHA property. **[24 CFR 966.51]**

3. For the purposes of verifying the conduct of a leaseholder, the SFHA shall maintain on file copies of the following:

   a) SFHA documentation of recertification(s), HQS Inspection(s), and a Tenant Historical Log;

   b) Any SFHA Request for Termination, Notice of Lease Termination, 14-day Notice of Eviction, or Tenant Petitions for Grievance Hearing.

XI. UTILITIES

In some of the SFHA's developments, residents pay the cost of utilities directly to the supplier of utilities ("Resident Paid Utilities"). When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by the SFHA in consultation with the utility supplier and reviewed by HUD. **[24 CFR 965 & 966.4 (b)(2)]**

A. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

1. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

2. When a resident submits an application for utility service in his/her own name, the resident must sign a third-party notification agreement so that the SFHA will be notified if the resident fails to pay the utility bill.

3. In developments with resident-paid utilities, residents with Total Tenant Payments that are less than the applicable utility allowance for the unit will be entitled to have a utility reimbursement paid by the SFHA. Utility reimbursements are equal to the difference between the TTP and the Allowance for Utilities. The utility reimbursement payment shall be paid to the tenant.

B. Excess Utility Charges

The Authority has an established allowance (usage) schedule for units where SFHA pays the utilities. If Resident usage exceeds this allowance, a charge shall be applied as specified in Section 2 of the *Residential Lease Agreement and Contract.* Residents who own and operate large appliances such as air conditioners or chest freezers may exceed the SFHA utility allowance for their unit and are responsible for any additional utility cost [24 CFR 966.4 (b)(2)].

XII. RESIDENT CHOICE OF RENT PAYMENT

All resident households in San Francisco Housing Authority public housing units, shall pay as monthly rent either an income-based rent or a flat rent. The Authority shall provide to each family residing in a public housing dwelling unit the opportunity to elect annually whether the rent paid by such family shall be the income-based or the flat rent. The Authority may not at any annual recertification fail to provide both such rent options to any household residing in a Low-Income public housing unit. **[QHWRA; Section 523; (A)(i)].**

A. Flat Rents

1. The SFHA will establish flat rents for each public housing dwelling unit, beginning 10/01/02 (***See Appendix F***). The flat rent for a unit is based on the rental value of the unit, and is designed so that the rent does not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient. Flat rents for public housing units will be based on the unit location, quality, type, size, and age of the unit, as well as any amenities, housing services, maintenance, and utilities provided by SFHA. Flat rents will be calculated according to reasonable market values as determined by a Rent Reasonableness study conducted by the SFHA no more than once every five years. The results of the study will be included in each Five-Year Plan.

2. The Authority adopts a two-tiered flat rent schedule.

   a) For newly constructed units, replacement housing, and completely rehabbed units finished after October 1,1999, the flat rents will be set at the maximum rents determined by the California Low Income Tax Credit Program ("LIHTC") as indicated in SFHA Board Resolution 4826, which adopted flat rents for Bernal dwellings. The Authority will review the flat rent schedule annually to ensure its appropriateness. Flat rents will be adjusted to reflect the most recent Tax Credit rents as published by the California Low Income Tax Credit Program. (***See Appendix F***)

   b) ***Effective*** 10/01/02, the Authority will ***adopt*** flat rents, based on a reasonable market value for those units. **[24 CFR 5.603, 5.614; QHWRA; Section 523]** (***See Appendix F***)

3. The Authority shall immediately provide for a family to switch to an income based rent instead of a flat rent amount upon the determination that the family is unable to pay the flat rent amount because of financial hardship, including:

a) Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

b) An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education or similar items; and

c) Such other situations as may be determined by the Authority. **[QHWRA; Section 523; C]**

4. For families electing the flat rent payment amount, the Authority shall review the income of such families not less than once every three (3) years. Families choosing to pay the income-based rent shall continue to have a re-examination of income once every twelve (12) months. **[QHWRA, Section 523, E]**

B. Income–Based Rent

1. At the time of admission or the reexamination, all families shall be charged the greater of:

a) Thirty percent (30%) of the monthly adjusted income; or

b) Ten percent (10%) of the unadjusted monthly income.

c) The SFHA's minimum rent

2. All families shall be afforded the resident choice of rent payment and can choose to pay the income-based rent or the established flat rent. **[QHWRA; Section 523]**

C. Minimum Rent

1. The San Francisco Housing Authority has established $25.00 as its minimum rent if the SFHA's minimum rent is the amount calculated for TTP (see above).

2. Exemption of payment of minimum Rent

a) The Authority is required to grant an exemption from payment of minimum rent if the family is unable to pay the minimum rent because of financial hardship. Financial hardship includes the following:

(1) When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

(2) When the family income decreases because of changed circumstances, including loss of employment.

(3) When the family would be evicted because it is unable to pay the minimum rent;

(4) When a death has occurred in the family; and

(5) Other circumstances as determined by the SFHA or HUD

b) Hardship exemption process

(1) The family must notify the property office in writing within 10 days of the event that caused the hardship.

(2) If a family requests a financial hardship exemption, the SFHA shall immediately suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption, and continuing until the SFHA determines whether there is a qualifying financial hardship and whether it is temporary or long term.

(3) SFHA shall promptly determine whether a qualifying hardship exists and whether it is temporary or long term.

(4) The SFHA shall not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

(5) If the SFHA determines that the hardship does not meet HUD's definition, the SFHA shall reinstate the minimum rent from the beginning of the suspension of the minimum rent.

(6) If the SFHA determines that a qualifying financial hardship is temporary (expected to last less than 90 days), the SFHA shall reinstate the minimum rent from the beginning of the suspension. The SFHA shall offer the family a reasonable repayment agreement, on terms and conditions established by the SFHA, for the amount of back minimum rent owed by the family.

(7) If the SFHA determines that a qualifying financial hardship is long term, the SFHA shall exempt, retroactively to the date of the family's request for a minimum rent exemption, the family from the payment of the minimum rent until the hardship no longer exists.

XIII. DEFINITIONS AND PROCEDURES TO BE USED IN DETERMINING INCOME AND RENT

A. Annual Income [24 CFR 5.609]

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member age 18 years or older including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below or is specifically excluded from income by another federal statute. 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, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered as income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property. Where the family has Net Family Assets in excess of $5,000. Annual Income shall include the *greater of* the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by 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. Except delayed or deferred periodic payment of social security or supplemental security income benefits;

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (See Paragraph B.3 of this section concerning treatment of lump-sum additions as family assets);

6. All welfare assistance payments received by or on behalf of any family member.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the dwelling; and

8. All regular pay, special pay (not including pay for exposure to hostile fire), and allowances of a family member in the Armed Forces.

B. Items not included in Annual Income [24 CFR 5. 609]

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

3. Lump sum or delayed additions to family assets, such as inheritances, insurance payments, (including payments under health, and accident insurance, and worker's compensation) capital gains, and settlement for personal property losses; (but see paragraphs A.4 and A.5 above if the payments are or will be periodic in nature);

4. Amounts received by the family, which are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section XII of this policy);

6. The full amount of student financial assistance paid directly to the student or the educational institution;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that 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 (i.e. special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;

10. *A resident services stipend*. A resident services stipend is a modest amount (not to exceed $200/month *per person*) received by a SFHA resident for performing a service for the SFHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident-initiatives coordination. No resident may receive more than one such stipend *at a time*;

11. Temporary, non-recurring, or sporadic income (including gifts);

12. For all initial determinations and reexamination of income on or after 23 April 1993, reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

13. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse);

14. Adoption assistance payments in excess of $480 per adopted child;

15. The earnings approved for an exclusion of income under the U.S. Housing Act of 1937 **[CFR 960.255]**

    a) The earned income disallowance is exclusion from annual income.

    b) A qualified family is a family residing in public housing:

        (1) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to unemployment;

i. "Previously unemployed" includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

(2) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program (the training program must have a specific start and end date, otherwise the SFHA will recognize a two-year training period); or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families (TANF and Welfare-to-Work (WTW) programs). The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least $500. The $500 threshold is not applicable if the family is receiving regular TANF income maintenance (cash grant).

c) Disallowance of increase in annual income

(1) Initial twelve-month exclusion. During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the SFHA shall exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

i. The effective date of the disallowance begins on the first of the month following qualifying employment.

(2) Second twelve-month exclusion. During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the SFHA shall exclude from annual income fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) Maximum four-year disallowance. The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for a maximum of twelve months of the initial "full" exclusion, and a maximum of twelve months of the second "phase-in" exclusion.

16. Lump sum payments of supplemental security income and social security benefits representing delayed periodic

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. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary). The following is a list of benefits excluded by other Federal Statute as of April 30, 2001. **[Federal Register, Vol. 66, #77]**:

    a) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977. **[7 USC 2017 (h)]**

    b) Payments to volunteers under the Domestic Volunteer Service Act of 1973. **[42 USC 5044 (g), 5088]** Examples of programs under this Act include but are not limited to:

        (1) Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

        (2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

        (3) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);

    c) Payments received under the Alaska Native Claims Settlement Act **[43 USC 1626 (a)]**;

    d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes **[(25 USC 459e]**;

    e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program **[42 USC 8624 (f)]**;

    f) Payments received under programs funded in whole or in part under the Job Training Partnership Act **[29 USC. 1552 (b)]**;

    g) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians **[Pub. L. 94-540, 90 State 2503-04]**;

    h) The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **[25 USC. 1407-08]**, or from funds held in trust for an Indian Tribe by the Secretary of Interior **[25 SC. 117b, 1407]**;

    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. **[20 USC 1087 uu]** Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;

j) Payments received from programs funded under Title V of the Older Americans Act of 1965 **[42 USC 3056 (f)]**. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;

k) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the *In Re Orange* product liability litigation, M.D.L. No 381 (E.D.N.Y.);

l) Payments received under the Maine Indian Claims Settlement Act of 1980 **[Pub. L. 96-420, 94 Stat. 1785]**;

m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 **[42 USC. 9858q]**; and

n) Earned income tax credit refund payments received on or after January 1, 1991 **[26 USC. 32 (j)]**.

C. Anticipating Annual Income [24 CFR 5.609]

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period or historical income data to project income. (This method would be used for teachers who are only paid for 9 months or for tenants receiving unemployment compensation.)

D. Income of Temporarily or Permanently Absent Family Members

1. PHAs must include all income of every family member who is on the lease including those who are temporarily absent.

2. In addition, the PHA must include the income of the spouse of the head of household if that person is temporarily absent, such as away at college or in the armed forces.

3. The income of permanently absent family members is not counted. The permanently absent family member must be removed from the Lease.

4. The income of an adult child is not usually included unless the adult child is on the lease. It may then be included under some circumstances.

E. Adjusted Income [24 CFR 5.611]

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions.

1. For all families

a) Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed. BUT ONLY when such care is necessary to enable a family member to be gainfully employed, actively seek employment, or to further his/her education. Amounts deducted must be non-reimbursed expenses and shall not exceed:

(1) The amount of income earned by the family member released to work; or

(2) An amount determined to be reasonable by SFHA when the expense is incurred to permit education.

b) Dependent deduction — An exemption of $480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

c) Disability expenses — a deduction of non-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

(1) Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually disabled, and equipment added to cars and vans to permit their use by the disabled family member.

(2) For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all non-reimbursed expenses for disabled care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

(3) For elderly/disabled families with disability assistance expenses and medical expenses, when the total unreimbursed disability expense is equal to or more than three percent of Annual Income: the amount of the deduction equals the cost of all non-reimbursed expenses for disabled care and equipment less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

(4) For elderly/disabled families with disability assistance expenses and medical expenses, when the total unreimbursed disability expense is less than three percent of Annual Income: the total unreimbursed disability assistance expense is compared to the earnings made possible by the disability assistance expense; the lower of these two figures is then added to the total out-of-pocket medical expense, and then three percent of Annual Income is then subtracted.

2. For elderly and disabled families only:

a) Medical Expense Deduction — A deduction of non-reimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, insurance premiums (including the cost of Medicare), prescription and non-prescription medicines (non-prescription medicines must be prescribed by a licensed medical professional), transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by SFHA for the purpose of determining a deduction from income the expenses claimed must be verifiable.

(1) *For elderly families without disability expenses:* The amount of the deduction shall equal total medical expenses less three percent of annual income.

(2) *For elderly families with both disability and medical expenses*: the amount of the deduction is calculated as described in paragraph 1.c) above.

b) Elderly/disabled household exemption – An exemption of $400 per household, see Definitions in the next section.

F. Imputed Welfare Income

This applies to "covered families"[15] who reside in public housing. A family's annual income includes the amount of imputed welfare income[16] (because of a specified welfare benefits reduction), plus the total amount of other annual income as determined in accordance with CFR 5.609.

1. Specified welfare benefit reduction is a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of:

   a) Fraud by a family member in connection with the welfare program; or

   b) Because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

2. Therefore, the SFHA shall not reduce a family's rent if the welfare assistance was reduced due to:

   a) Fraud by a family member in connection with the welfare program; or

   b) Welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

[15] "Covered families" are families who receive welfare assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

[16] "Imputed welfare income" is the amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

3. Specified welfare benefit reduction does not include a reduction or termination of welfare benefits by the welfare agency:

   a) At expiration of a lifetime or other time limit on the payment of welfare benefits;

   b) Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

   c) Because a family member has not complied with other welfare agency requirements.

4. At the request of the SFHA, the welfare agency will inform SFHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform SFHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. SFHA will use this information to determine the amount of imputed welfare income for a family.

   a). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed.

   b) When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

   c) SFHA shall not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

   d) If a public housing tenant claims that the SFHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the SFHA denies the family's request to modify such amount, SFHA shall give the tenant written notice of such denial, with a brief explanation of the SFHA determination of the amount of imputed welfare income.

   e) The SFHA notice shall also state that if the tenant does not agree with the SFHA determination, the tenant may request a grievance hearing in accordance with the *SFHA Grievance Policy*.

G. Computing Total Tenant Payment (TTP) and Rent

1. For all families the total tenant payment shall be the greater of:

   a) 30% of monthly Adjusted Income;

   b) 10% of unadjusted monthly Annual Income; or

   c) (SFHA's minimum rent of $25)

2. Mixed citizenship families (household contains at least one citizen or eligible immigrant and at least one non-citizen or person with ineligible immigration status) will pay a pro-rated TTP up to the HUD Maximum Rent unless the family chooses to pay flat rent. The SFHA flat rent will be higher than the HUD Maximum Ret. See *Restrictions on Housing Assistance to Non-Citizens Policy* (Appendix A).

3. The Tenant Rent is equal to the Total Tenant Payment minus the Utility Allowance (if any) applicable to the unit. If the Utility Allowance is greater than the Total Tenant Payment, the resident is entitled to a utility reimbursement equal to the difference between the Utility Allowance and the TTP. The SFHA will pay this amount to the resident.

XIV. DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES

A. Definitions

1. *Accessible dwelling units* – when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **[24 CFR 8.32 & 40, the Uniform Federal Accessibility Standards]** is "accessible" within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

2. *Accessible Facility* - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities **[24 CFR 8.3]**.

3. *Accessible Route* - for persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility **[24 CFR 8.3 & 40.3.5]**.

4. *Adaptability* - the ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability **[24 CFR 8.3 & 40.3.5]**.

5. *Admissions Advisory Committee* – a committee formed by a development's Resident Management Council or Local Advisory Council which assists the Eligibility Department in the admissions process. They may interview and review applicants to SFHA developments but they may not ask questions already posed by the Eligibility Department. The committee shall consist of residents from the development, the development Housing Manager and personnel from the Eligibility Department.

6. *Allocation Plan* - the Plan submitted by the SFHA and approved by HUD under which the SFHA is permitted to designate a building or portion of a building for occupancy by Elderly Families or Disabled Families. **[24 CFR 945]**

7. *Alteration* - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **[24 CFR 8.3 & 8.23 (b)]**

8. *Applicant* - a person or a family that has applied for admission to housing.

9. *Area of Operation* - the jurisdiction of the SFHA as described in State law and the SFHA's Articles of Incorporation.

10. *Assets* - means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income **[24 CFR 5.603]**.

11. *Auxiliary Aids* - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities **[24 CFR 8.3]**.

12. *Care attendant* - a person that regularly visits the unit of a SFHA resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by SFHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

13. *Citizen* - a citizen (by birth or naturalization) or national of the United States **[24 CFR 5.504]**.

14. *Co-head of household* - a household where two persons are held responsible and accountable for the family.

15. *Continued Assistance* - a mixed family may receive continued housing assistance (full housing benefits instead of pro-rated rent) if: the head of household or spouse has citizenship or eligible immigration status (as of November 29, 1996), and the family composition consists of: the children of the head of household and/or spouse and the parents of head of household and/or spouse **[24 CFR 5.518]**.

16. *Custodial Parent* – children who are subject to a joint custody agreement, but who live with one parent at least 51% of the time, will be considered as members of that household and that parent will be considered the custodial parent. 51% of the time is defined as 183 days of the year, which do not have to run consecutively.

16. *Dependent* - a member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled or a full-time student **[24 CFR 5.603]**.

17. *Designated Family* - means the category of family for whom SFHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act **[24 CFR 945.105]**.

18. *Designated Housing* (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with a HUD approved allocation plan **[24 CFR 945. 105]**.

19. *Development, Section 504* - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots which are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site **[24 CFR 8.3]**.

20. *Disability*:

    a) "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

    b) In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as define in section 415(i)(1) of 42 U.S.C. Section 423 (d)(1)(A)), inability by reason of such 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."

    c) The Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)) defines developmental disability in functional terms as:

        (1) A severe, chronic disability of a person 5 years of age or older which:

            i. Is attributable to a mental or physical impairment or combination of mental and physical impairments:

            ii. Is manifested before the person attains age twenty-two;

            iii. Is likely to continue indefinitely;

            iv. Results in substantial functional limitations in three or more of the following areas of major life activity: (i) self-care, (ii) receptive and responsive language, (iii) learning, (iv) mobility, (v) self-direction, (vi) capacity for independent living, and (vii) economic self-sufficiency; and

            v. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; except that such term, when applied to infants and young children, means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in development disabilities if services are not provided."

21. *Disabled Family* - means a family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides **[24 CFR 5.403(b)]**.

22. *Displaced Person* - means a family in which each member, or whose sole member is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such real property. These families may be entitled to special benefits under the Uniform Relocation Act **[49 CFR 24.2 (g)]**.

23. *Divestiture Income* - imputed income from assets disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets in this section.)

24. *Economic Self-Sufficiency Program:* Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Can include: job training; employment counseling; basic skills training; education; English proficiency; workfare, financial or household management; apprenticeship; or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

25. *Elderly Family* - means a family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

26. *Elderly Person* - a person who is at least 62 years of age **[24 CFR 945.105]**.

27. *Eligible Immigration Status* - For non-citizens, the proof of eligible immigration status consists of a signed certification of eligible immigration status and the original copy of an acceptable INS document. Examples: Alien Registration Receipt Card (for permanent resident aliens), Arrival-Departure Record, Temporary Resident Card, Employment Authorization Card, or a receipt from INS for a replacement document for one of the above listed categories **[24 CFR 5.508]**.

28. *Extremely Low Income Family* – a family whose annual income does not exceed 30% of the median income for the area as determined by HUD with adjustments for smaller and larger families **[24 CFR5.603]**.

29. *Family* - One or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of the law who will live together in SFHA housing. Or two or more person who are not so related, but can verify shared income or resources who will live together in SFHA housing. This definition includes but is not limited to:

    a) A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

    b) An elderly family;

    c) A near-elderly family;

d) A disabled family;

e) A displaced family;

f) The remaining member of a tenant family; and

g) A single person who is not an elderly or displaced person with disabilities, or the remaining member of a tenant family **[24 CFR 5.403 (b)]**.

30. *Full-Time Student* - a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school, or trade school **[24 CFR 5.603]**.

31. *Hate Crimes* - a criminal act in which hostility or negative attitude toward, or prejudice against, any group or individual due to race, color, ethnicity/national origin, religion, gender, sexual orientation, or handicap is the motivating factor. (see Section VIII for more details)

32. *Head of the Household* - means the family member (identified by the family) who is held responsible and accountable for the family.

33. *Imputed Welfare Income* – the amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent **[24 CFR 5.6159(c)(1)]**.

34. *Individual with Disabilities Section 504 Definition* **[24 CFR 8.3]** -- The Section 504 definitions of Individual with Disabilities and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability."

a) Individual with disabilities means any person who has a physical or mental impairment that:

(1) Substantially limits one or more major life activities;

(2) Has a record of such an impairment; or

(3) Is regarded as having such an impairment.

b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

c) Definitional elements:

(1) As used in this definition the phrase, "physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(3) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(4) "Has a record of such an impairment" means has a history of, or has been incorrectly classified as having, a mental or physical impairment that substantially limits one or more major life activities.

(5) "Is regarded as having an impairment" means:

i) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation.[17]

ii) Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

iii) Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

d) The 504 definition of disabled does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

e) The 504 definition of individual with disabilities is a civil rights definition. To be consider for admission to public housing a person must meet the program definition of person with disabilities found in this section.

[17] A person would be covered under the first item if the SFHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of the SFHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

35. *Kinship care* - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law).

36. *Live-in Aide* - a person who resides with an elderly person(s) or person(s) with disabilities and who: is determined by SFHA to be essential to the care and well being of the person(s); is not obligated to support the family member; would not be living in the unit except to provide the necessary supportive services; and submits verification of qualifications or certification as a live-in aide by a social worker or health care provider **[24 CFR 5.403]**.

    The SFHA policy on live-in aides stipulates that:

    a) Before a live-in aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the unit and comply with the lease terms as the result of such care;

    b) Move-in of a live-in aide must not result in overcrowding of the existing unit (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);

    c) Live-in aides have no right to the unit as a remaining member of a resident family;

    d) Relatives who satisfy the definitions and stipulations above may qualify as a Live-in Aide but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

    e) A live-in aide can be a single person. A live-in aide with a family may also be considered for admission to the unit provided that the addition of the Live-in Aide's family does not result in overcrowding of the existing unit. The adult members of the live-in aide's family must meet the SFHA's screening criteria.

    f) A live-in aide will be required to meet the SFHA's screening requirements with respect to past behavior especially:

        (1) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors;

        (2) Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

        (3) A record of eviction from housing or termination from residential programs.

37. *Low-Income Household* - a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families **[24 CFR 5.603]**.

38. *Medical Expense Allowance* - for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, when these expenses are not compensated for or covered by insurance **[24 CFR 5.603]**.

39. *Minor* - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, such as the SFHA *Residential Lease Agreement and Contract* (Appendix D), provided a court declares them "emancipated."

40. *Mitigating Circumstances Review Board* – this board reviews the cases of applicants who refute negative information that likely will result in the rejection of their application for housing. The board consists of one (1) Eligibility Department staff, one Housing Manager from a SFHA development and one (1) resident as determined by the Administrative Director of the SFHA's Eligibility Department. Resident Mitigating Circumstances Review Board members will be held to the same ethical and privacy standards as SFHA employees and are subject to applicable fair housing laws. The recommendations of a Mitigating Circumstances Review Board are advisory and in all cases the final decision regarding admission to the SFHA shall be with the Administrative Director of the Eligibility Department.

41. *Mixed Family* - a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. Mixed families are eligible for housing assistance based on a pro-rated rent **[24 CFR 5.504]**.

42. *Mixed Population Housing Development* - means a public housing development for elderly and disabled families. The SFHA is not required to designate this type of project under 24 CFR 945 or prepare an allocation plan **[24 CFR 945.105]**.

43. *Multifamily Housing Development* - for purposes of Section 504, means a project containing five or more dwelling units **[24 CFR 8.3]**.

44. *National* - person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession **[24 CFR 5.504]**.

45. *Near-elderly Family* - means a family whose head, spouse, or sole member is at least 50 years of age but below the age of 62, who may be a person with disabilities; or two or more persons who are at least 50 years of age but below the age of 62 living together; or 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.

46. *Near-elderly Person* - means a person who is at least 50 years of age but below 62, who may be a person with a disability **[24 CFR 945.105]**.

47. *Net Family Assets* **[24 CFR 5.603 and 24 CFR 5.609]** - the net cash value, after deducting reasonable costs that would be incurred in disposing of:

    a) Real property (land, houses, mobile homes);

b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals);

c) Cash value of whole life insurance policies;

d) Stocks and bonds (mutual funds, corporate bonds, savings bonds);

e) Other forms of capital investments (business equipment);

f) Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity;

g) Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for <u>less than</u> fair market value during the two years preceding the date of the initial application or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale; and

h) The case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms **[24 CFR 5.603]**.

48. *Permanently Absent* – An individual shall be deemed permanently absent if s/he is gone from the unit for more than 90 total days in any 12-month period. An individual may be deemed *temporarily absent* for longer than 90 total days in a 12-month period only for the following reasons:

a) s/he is residing in a nursing or care facility for the recovery of a physical or mental illness – a letter from the attending physician must be provided stating that the individual is anticipated to return to her/his unit within no more than 6 months from the first day of absence from the unit.

b) s/he is in another city/state/county to take care of an immediate family member with a serious medical or mental illness – a letter from the attending physician a letter from the attending physician must be provided stating that the immediate family member is anticipated to recover or no longer need assistance within no more than 6 months from the first day of the individual's absence from the unit.

49. *Person with Disabilities* **[24 SFR 945.105]** – a person who:

a) Has a disability as defined in Section 223 of the Social Security Act (42 USC. 423); or,

b) Is determined to have a physical or mental impairment that:

(1) Is expected to be of long continued and indefinite duration;

(2) Substantially impedes his/her ability to live independently; and,

(3) Is of such nature that such disability could be improved by more suitable housing conditions; or,

c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act **[42 USC. 6001 (5)]**.

50. *Portion of Development* - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects **[24 CFR 945.105]**.

51. *Pro-rated Rent* - Calculated by subtracting the Total Tenant Payment (TTP) from the Maximum Rent. The result is the family maximum subsidy. Divide the family maximum subsidy by the number of household members. This is the member maximum subsidy. Multiply the member maximum subsidy by the number of family members with citizenship or eligible immigration status. This is the eligible subsidy. Subtract the eligible subsidy from the maximum rent to arrive at the family's rent **[24 CFR 5.520]**. See *Restrictions on Assistance to Non-Citizens Policy*, (Appendix A).

52. *Qualified Individual with Disabilities, Section 504* - with respect to any non-employment program or activity which requires a person to perform a service or to achieve a level of accomplishment, means an individual with disabilities who *meets the essential eligibility requirements* and who can achieve the purpose of the program or activity *without modifications* in the program or activity that the recipient (SFHA) can demonstrate would result in a fundamental alteration in its nature. **[24 CFR 8.3]**

    For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the recipient as a part of the assisted program. The person may not be "qualified" for a project lacking such services.

53. *Service Provider* - means a person or organization qualified and experienced in the provision of supportive services, and that is in compliance with any licensing requirements imposed by State or local law for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis. **[24 CFR 945.105]**

54. *Single Person* - means a person who lives alone or intends to live alone, who is not an elderly person, a person with disabilities, a displaced person, a near-elderly person, or the remaining member of a tenant family.

55. *Standard Permanent Replacement Housing* **[24 CFR 950.305(a)(2)]** - such housing is:

    a) Decent, safe, and sanitary;

    b) Adequate for the family size;

    c) Occupied pursuant to a lease or occupancy agreement; and

    d) Does not include a transient facility such as a motel, hotel, or temporary shelter for victims of domestic violence or homeless families. In the case of domestic violence, the term does not include the housing unit, which the applicant, applicant's spouse, or other member shared with the person who engaged in the violence.

56. *Spouse* - means the husband or wife of the head of the household.

57. *Supportive Services* - means services available to persons residing in a development, requested by disabled families and for which there is a need. The term may include, but is not limited to: meal services, health-related services, mental health services, services for non-medical counseling, meals, transportation, activities of daily living, safety, group activities, assistance with medications (in accordance with State law), and case management. **[24 CFR 945.105]**

58. *Supportive Services Plan* - The plan describing how SFHA will provide or arrange for the provision of the appropriate supportive services requested by the disabled families who will occupy the designated housing and who have expressed a need for these services. **[24 CFR 945.205(b)]**

59. *Temporarily Absent* - An individual shall be deemed temporarily absent if s/he is gone from the unit for more than 30 consecutive days but less than 90 total days in any 12-month period. The family member must notify the Property Office of any absence that will be for longer than 30 consecutive days.

60. *Tenant* - an adult (18 or over or a court declared emancipated minor) who has signed the lease.

61. *Tenant Rent* - The amount payable monthly by the Family as rent to the SFHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the SFHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. **[24 CFR 5.603]**

62. *Tenant Payment (TTP)* - The portion of rent that is based on a resident's income. The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies) or the PHA's Minimum Rent. If the Resident pays any utilities, the amount of the Utility Allowance is deducted from the TTP. See the definition for Tenant Rent. **[24 CFR 5.613]**

63. *Federal Accessibility Standards* - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross-reference in 504 regulations. **[24 CFR 8.32 (a)]**

64. *Utilities* - means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. **[24 CFR 5.603]**

65. *Very Low-Income Family* - means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development. **[24 CFR 5.603]**

66. *Violent Criminal Activity* – any criminal activity that has one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

67. *Utility Reimbursement*_- means funds that are reimbursed to a resident when the Utility Allowance for a unit exceeds the resident's Total Tenant Payment. **[24 CFR 5.603]**

SAN FRANCISCO HOUSING AUTHORITY
ADMISSIONS AND OCCUPANCY POLICY

APPENDIX A:

Restrictions on Housing Assistance to Non-Citizens Policy

RESTRICTIONS ON HOUSING ASSISTANCE TO NON-CITIZENS POLICY

I. BACKGROUND

Section 214 of the Housing and Community Development Act of 1980 restricts assistance to citizens (including nationals) or non-citizens who have eligible immigration status. Subsequent amendments provided for an "opt-out" clause that allowed housing authorities the flexibility to not implement Section 214. **Section 592 of the "Quality Housing and Work Responsibility Act of 1998"(QHWRA),** amended Section 214 of the Housing and Community Development Act of 1980, making it mandatory that housing authorities implement the regulations as set forth in the HUD Guidebook entitled *Restrictions on Assistance to Non-Citizens,* dated July 1995 and further clarified in HUD's Final Rule *Revised Restrictions on Assistance to Non-Citizens,* dated April 30,199. Section 592 of the "QHWRA" became effective upon the date of enactment of the "QHWRA", October 21,1998. To that end, the San Francisco Housing Authority will administer the residency rule regulations and apply the provisions of the law equally to all applicants and residents. The SFHA will administer the restrictions on the use of assisted housing by non-citizens with ineligible immigration status imposed by this rule in conformity with the Federal nondiscrimination requirements of, including, but not limited to the following:

- **Title VI of the Civil Rights ACT of 1964(42 U.S.C. 2000d-2000d5) and the implementing regulations in 24 CFR Part 1;**
- **Section 504 of the Rehabilitation Act of 1973(29 U.S.C. 794) and the implementing regulations in 24 CFR Part 8;**
- **The Fair Housing Act(42 U.S.C. 3601-3619) and the implementing regulations in 24CFR Part 100; and**
- **Any other civil rights statutes cited in the applicable program regulations.**

Current residents will be notified regarding the requirements of this policy before their next annual re-certification after September 30,1999. Individuals and families with pending applications shall be notified as soon as possible.

II. CURRENT RESIDENTS

Current residents, who did not declare citizenship prior to the SFHA invoking the "opt-out" provision, must declare citizenship or eligible immigration status at their next annual re-certification. If at that time, it is determined that a family or family members do not have eligible immigration status, the provisions of the HUD rule as set forth shall be applied.

A. Certification: At the time of their annual re-certification after September 30,1999, all current residents are required to provide proof of citizenship or eligible immigration status, or to elect not to contend that one has eligible immigration status. The requirement applies to all family members (**See Attached Forms**).

1. Citizen: For each family member who is a United States citizen, the evidence consists of a signed

declaration of U.S. citizenship. No further verification is required. This document is signed under penalty of perjury.

2. Non-citizens 62 Years or Older: Residents that are not citizens, and are age 62 years or older are required to show proof of age and signed certification of eligible immigration status.

3. Non-citizens Under the Age of 62: For non-citizens under the age of 62, the evidence consists of a signed certification of eligible immigration status (**See Attached Form)** and the submission of the original of one of the acceptable INS documents: Alien Registration Receipt Card (for permanent resident aliens), Arrival/Departure Record, Temporary Resident Card, Asylum or Refugee Documents, Employment Authorization Card, or a receipt from INS for a replacement document for one of the above listed categories.

4. Minors: Declaration of eligible immigration status also applies to minors. For each minor, a certification must be signed by an adult who is residing in the unit and is responsible for the minor (**See Attached Form**).

5. Family Members Electing Not To Claim Eligible Immigration Status: For each family member electing not to confirm that he/she has eligible immigration status, the member(s) must be listed separately. A signature from the individual(s) is optional. However, the head of house or spouse with eligible immigration status must sign and date the list (**See Attached Form**).

B. Verification: After an acceptable INS document has been submitted by the applicant and witnessed by the staff, the applicant(s) shall sign a verification consent form which authorizes an INS search to confirm eligible immigration status. **SFHA staff shall not conduct the INS verification without obtaining the applicant's signed consent.**

1. Staff shall photocopy the front and the back of the INS document and return the original to the resident**.** SFHA shall verify eligible status in the INS Systematic Alien Verification for Entitlements Program (SAVE). **Verification shall not occur unless there is a signed consent form.**

2. If the resident refuses to sign the verification consent form, for purposes of determining the housing assistance for the family, the family member shall be considered as not having eligible immigration status.

3. SFHA shall request, and the INS shall conduct, a manual secondary check of records in all instances where the SAVE system query results in a negative response.

4. A resident who submits eligible immigration documentation may not be penalized for delays on the part of those entities which must verify eligible immigration status.

C. Housing Assistance Determination: For current residents where some of the family members have eligible citizenship status and some do not (mixed family), monetary assistance may be continued or prorated depending on family composition. For current residents where no family member has eligible citizenship status, monetary assistance will be terminated.

D. Proration of Rent: Pro-ration of Rental Assistance: A mixed family shall have their housing assistance prorated according to the number of family members who have eligible status.

1. The steps to prorate the TTP are as follows:

    a. Determine Total Tenant Payment, using income of all family members, including any family member who has not established eligible immigration or citizenship status.

    b. Subtract the TTP from a HUD-required Public Housing Maximum Rent applicable to the PHA.

        - This sum is the maximum subsidy for which the family could qualify if all members were eligible (Family Maximum Subsidy)

    c. Divide the Family Maximum Subsidy by the number of persons in the family to determine maximum subsidy per family member who has eligible status to get the Member Maximum Subsidy.

    d. Multiply the Member Maximum Subsidy by the number of eligible family members (Eligible Subsidy)

    e. Subtract the amount of the eligible subsidy from the Public Housing Maximum Rent.

2. HUD Maximum Rent

    a. The HUD Maximum Rent is established according to Appendix H of the HUD Guidebook 7465.7, Restrictions on Assistance to Noncitizens

    b. The maximum rent is based on the value of the 95th percentile of the total tenant payment (TTP) for each tenant within the SFHA. The TTP is reported on Line 9j of the Form HUD-50058.

    c. The SFHA shall use a PHA-wide schedule of maximum rents. The maximum rents shall be established for each fiscal year.

III. APPLICANTS

Individuals or families applying for housing assistance must provide certification of citizenship or proof of eligible immigration status at the time of the initial eligibility interview. If at that time, it is determined that the individual, family or family members do not have eligible immigration status, the provisions of the HUD rule as set forth shall be applied.

A. Certification: Applicants are required to submit evidence of citizenship or eligible immigration status, or to elect not to contend that one has eligible immigration status.

1. Citizen: For each family member who is a United States citizen, the evidence consists of a signed declaration of U.S. citizenship. No further verification is required. This document is signed under penalty of perjury.

2. Non-citizen: For non-citizens, the evidence consists of a signed certification of eligible immigration status and the submission of the original of one of the acceptable INS documents: Alien Registration Receipt Card (for permanent resident aliens), Arrival/Departure Record, Temporary Resident Card, Asylum or Refugee Documents, Employment Authorization Card, or a receipt from INS for a replacement document for one of the above listed categories.

3. Minors: Declaration of eligible immigration status also applies to minors. For each minor, a certification must be signed by an adult who is residing in the unit and is responsible for the minor.

4. Family Members Electing Not to Contend Eligible Immigration Status: For each family member electing not to confirm that he/she has eligible immigration status, the member(s) must be listed separately. A signature from the individual(s) is optional. However, the head of house or spouse with eligible immigration status must sign and date the list.

B. Verification: After an acceptable INS document has been submitted by the applicant and witnessed by the staff the applicant (s) shall sign a verification consent form which authorizes an INS search to confirm eligible immigration status.

1. Staff shall photocopy the front and the back of the INS document and return the original to the applicant.

2. SFHA shall verify eligible status in the INS Systematic Alien Verification for Entitlements Program (SAVE). **Verification shall not occur unless there is a signed consent form**.

3. If the applicant refuses to sign the verification consent form, for purposes of determining the housing assistance for the family, the family member shall be considered as not having eligible immigration status.

4. SFHA shall request, and the INS shall conduct, a manual_secondary check of records in all instances where the SAVE system query results in an negative response.

5. An applicant who submits eligible immigration documentation may not be penalized for delays on the part of those entities, which must verify eligible immigration status.

C. Determination of Housing Assistance: A mixed family's housing assistance will be prorated according to the number of family members who have eligible status, as described in II D of this document.

D. Families that have no members who are citizens or have eligible immigration status are ineligible for public housing: The application shall be denied.

IV. APPEALS

A. Request for Appeal: Upon receipt of notification that the INS secondary verification failed to confirm eligible immigration status, the SFHA shall notify the family in writing of the results of the INS verification and their option to request an appeal to the INS.

B. Delay of Assistance: The SFHA shall not delay, deny or terminate assistance until the completion of the INS appeal process for applicants or the completion of the INS process and the SFHA informal hearing process for current residents.

V. FAILURE TO SUBMIT EVIDENCE OF FAMILY COMPOSITION OR ELIGIBLE STATUS

A. One-time Evidence Requirement for Continuing Occupancy: The family is required to submit evidence of eligible immigration status for each family member only once during continued occupancy or at the time of the applicant interview. Documentation shall be submitted for any new family members(s) added to the lease at the time the request for lease addition is made.

B. Failure to Submit Evidence or Establish Eligible Immigration Status. If the family fails to submit the required evidence of citizenship, or eligible immigration status, the authority will terminate the lease or deny the application for admission.

C. Changes in Family's Status If there is a change in the family composition or the eligible status of a family member that effected the resident rule status of the entire family, such changes should be reported to the SFHA's Eligibility Department (if an applicant) or to the appropriate development management office (if a resident) so the change of status can be recorded as soon as possible.

D. Changing Participation in a HUD Program Whenever a family applies for admission to a Section 214 covered program, evidence of eligible immigration status must be submitted unless the family has already submitted the evidence to the SFHA fo*r* a covered program.

VI. FRAUD

When Fraud is Suspected with Response to a Declaration of Citizenship If the SFHA receives verifiable information that provides a substantial basis to believe that a resident/applicant may have deliberately misrepresented his or her eligibility status and is receiving financial assistance for which he or she may not be eligible, the SFHA shall refer the case to the HUD Inspector General for follow up.

PROCEDURES WHEN DECLARATION OF CITIZENSHIP FRAUD SUSPECTED

I. When the Authority obtains concrete evidence of conflicting information, the Authority will:

A. Obtain additional information from other persons or agencies

B. Take other actions to verify either the applicant/resident/program participant's information or the conflicting information

II. If the Authority's effort conclude that the applicant/resident/program participant supplied incorrect information, then staff must:

A. Document the findings

B. Notify the applicant/resident/program participant in writing of the error, identifying what information is believed to be incorrect

C. Provide the applicant/resident/program participant with an opportunity to meet with SFHA staff within 10 calendar days to discuss the allegation(s)

D. Inform the applicant/resident/program participant that failure to do so may result in the termination of the resident/program participant's assistance or denial of the application

E. Arrange the meeting with a SFHA representative who has not been involved in any manner with the review of the allegedly false information.

III. If the applicant/resident/program participant responds and convinces the Authority that the submissions were correct, then:

A. Staff shall document the record accordingly and close the investigation.

B. Rental assistance payments continue to be made at the set amount.

C. There is no adjustment to the applicant/resident/program participant's rent.

III. If the Authority determines that there is adequate basis for further investigation, then the Authority should require the applicant/resident/program participant to submit whatever documentation is necessary to resolve the issue.

IV. If the applicant/resident/program participant choose to provide a new declaration as an eligible non-citizen, then:

A. Staff shall have the applicant/resident/program participant complete a verification consent form and submit required evidence.

B. Staff shall conduct a primary verification and, if necessary, forward that information to the INS for secondary verification.

V. If the applicant/resident/program participant is still found ineligible at the end of the verification process or choose not to contend eligible status, then the Authority shall take the appropriate action to:

A. Adjust the rent

B. Terminate the assistance

C. Deny the application

END OF INVESTIGATION

DOCUMENTATION OF ELIGIBILE IMMIGRATION STATUS

Staff shall witness the **original** document(s) for each family member declaring eligible immigration status and photocopy (from and back) each document. Keep a copy in the file. Immediately return the original documents to the family.

The following original documents are acceptable evidence of eligible immigration status, subject to verification with the INS:

1. Form 1-151, Alien Registration Receipt Cart (issued to lawful permanent residents prior to 1979). Form 1-151 will no longer be valid after March 20, 1996.

2. Form 1-551, Alien Registration Receipt Card (for permanent resident aliens);

3. Form 1-94, Arrival-Departure Record, with one of the following annotations;

   a. "Admitted as Refuges Pursuant to Section 207";

   b. "Section 208" or "Asylum";

   c. "Section 243 (h)" or "Deportation stayed by Attorney General";

   d. "Paroled Pursuant to Section 212(d)(5) of the INS:;

4. If Form 1-94, Arrival-Departure Record, is not annotated, then accompanied by one of the following documents:

   a. A final court decision granting asylum (but only if no appeal is taken);

   b. A letter from an INS asylum officer granting asylum (if application is filed on or after October 1, 1990) or from an INS district director granting asylum (if application filed before October 1, 1990);

   c. A court decision granting withholding of deportation; or

   d. A letter from an asylum officer granting withholding of deportation (if application filed on or after October 1, 1990(.

5. Form 1-688, Temporary Resident Cart, which must be annotated "Section 245A: or "Section 210";

6. Form 1-688B, Employment Authorization Card, which must be annotated "Provision of Law 274a.120 1)" or "Provision of Law 247a.12";

7. A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified.

SAN FRANCISCO HOUSING AUTHORITY

APPENDIX B:

Resident Grievance Procedures

RESIDENT GRIEVANCE PROCEDURES

I. Applicability

A. This Grievance Procedure is limited to disputes between individual residents and SFHA where SFHA's actions, or failure to act involving the individual resident's lease or SFHA regulations, which adversely affect the individual resident's rights, duties, welfare, or status.

B. Situations not included:

1. Disputes between residents in which SFHA is not involved.
2. Any changes in policies and/or procedures between groups of residents and SFHA's Board of Commissioners.
3. Class grievances.
4. Evictions or termination of leases as a result of a health or safety hazard created by resident, which is also a threat to the health or safety of other residents or SFHA employees.
5. For all aspects of the grievance procedure, a handicapped person shall be provided reasonable accommodation.

II. Definitions

A. **Grievance.** Any dispute which a resident may have with respect to SFHA action or failure to act in accordance with the individual resident's lease or SFHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.

B. **Complainant.** Any resident whose grievance is presented to SFHA or the Development manager in accordance with the adopted procedures.

C. **Elements of Due Process**. Any eviction or termination of residency in a State or local court in which the following procedural safeguards are required:

1. Adequate notice to the resident of grounds for terminating the residency and for eviction;
2. Opportunity for the resident to examine all relevant documents, records and regulations of SFHA prior to the hearing for the purpose of preparing a defense;
3. Right of the resident to be represented by counsel;
4. Opportunity for the resident to refute the evidence by SFHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
5. A decision on the merits.

D. **Hearing Officer.** A person selected to hear grievances and make a decision.

E. **Resident.** The adult person (or persons) (other than a live-in aide):

1. Who resides in the unit, and who executed the lease with the SFHA as lessee of the dwelling unit, or, if no such person now resides in the unit.

2. Who resides in the unit, and who is the remaining head of household of the resident family residing in the dwelling unit..

F. **Informal Settlement:** Meeting held with complainant and manager in an attempt to resolve the Grievance before going to formal grievance hearing.

G. **Summary of Discussion.** Result of informal hearing specifying the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and specifying the procedures by which a hearing may be obtained if the complainant is not satisfied.

H. **Escrow Account**. Money held by a third person or party as a good faith promise until a determination is made on what to do with the money.

I. **Waiver.** To release a right or claim the complainant may have to contest the SFHA's disposition of his/her grievance.

J. **Trial De Novo.** The right to a new trial.

III. Responsibilities for a resident requesting a hearing.

Before a complainant can request a hearing by a Hearing Officer, the grievance must be submitted for informal settlement. As a condition precedent to a formal hearing, all grievances shall be personally presented, either orally or in writing, for informal settlement to the property management office in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. However, if the complainant can show good cause why he/she failed to proceed in accordance with the foregoing to the hearing panel, the Hearing Officer may waive provisions of this section.

IV. Informal settlement of grievance.

Any request for an informal settlement must be presented, in writing, within ten (10) days after the SFHA makes the decision that the resident wishes to grieve. The informal settlement will be conducted within fifteen (15) days following receipt of the request. Grievances relating to a notice to quit must be presented within the period set forth on such notice.

A. Summary of the informal settlement discussion must be prepared by the SFHA within five (5) working days.

B. The Summary of Discussion will specify:

1. Names of the participants (the SFHA shall be represented by the Property Manager, District Director, and the Director of Housing Management);

2. Date and time of the meeting;

3. Nature of the proposed disposition of the complaint;

4. Specific reasons for the proposed disposition of the complaint;

5. Procedures by which a hearing may be obtained if the complainant is not satisfied;

6. Statement in bold writing that the complainant has ten (10) days after receipt to request a Hearing. If the complainant's primary language is not English this statement must be provided in the appropriate language.

C. Copies of the Summary of Discussion will be distributed as follows:

1. One copy will be sent to the complainant by Registered or Certified mail or given personally to complainant and a signed receipt obtained from the complainant.

2. One copy will be retained in the complainant's resident file at the SFHA management office

V. Procedure to obtain a formal hearing.

If the complainant is dissatisfied with the final result of the informal settlement decision, he/she must submit a written request for a formal hearing to the SFHA Legal Department within ten (10) days after receiving the Summary of Discussion. . This notice shall be in English and each of the following languages: Spanish, Russian, Chinese, Cambodian or Vietnamese.

A. The written request for a Hearing must specify:

1. Reason(s) for the grievance;

2. Action or relief sought

B. A receipt signed by the complainant, or a return receipt for delivery of Registered or Certified mail, whether or not signed, will be sufficient proof to establish time of delivery for the Summary of Discussion, and/or, if applicable, the decision of the emergency transfer review panel.

VI. Failure to request a formal hearing.

If the complainant does not request a Hearing within ten (10) days following the date of receipt of the Summary of Discussion , then:

A. SFHA's decision of the grievance as stated in the Summary of Discussion, becomes final and effective as of SFHA's close of business on the fifth (5th) working day.

B. Such failure shall not constitute a waiver by the complainant of his/her right to contest the SFHA's action in disposing of the complaint in an appropriate judicial proceeding.

VII. Selection of Hearing Officer.

Grievance shall be presented before a hearing officer selected pursuant to these rules.

The Executive Director, in consultation with the recognized tenant associations, shall appoint three individuals to serve as grievance hearing officers. Each officer shall be charged individually with conducting hearings in accordance with the rules set forth in this policy and shall have the ability to read and write and follow and understand the procedures of the grievance process.

VIII. Schedule of hearings

Following the informal settlement meeting and upon a request for a Formal Hearing, then the following will take place:

A. The Hearing Coordinator, an employee of the SFHA who shall be charged with setting hearing dates, will promptly schedule a hearing. The time and place for the hearing will be reasonably convenient to both the complainant and the SFHA.

B. The Hearing Coordinator will schedule the hearings for the second Friday of each month. The hearings will be held before one of the three designated Hearing Officers, who shall rotate responsibilities on a monthly basis. The Hearing Officer shall hear all grievances pending at the time of the monthly hearing. Any resident may object, on a one-time basis, to the designated Hearing Officer or to the time and place of the hearing. However, the objection must be filed and delivered to the Hearing Coordinator at least 24 hours before the hearing is scheduled to commence. Failure to file an objection in compliance with this rule will be considered a waiver of any right to object to the Hearing Officer or time and place of the hearing.

   If the tenant objects to time, place and/or the Hearing Officer, then the hearing shall take place at the next regularly scheduled monthly hearing date.

C. Written notification will be delivered to the complainant and appropriate SFHA official by Registered or Certified mail, or delivered personally and a signed receipt obtained. The written notification will specify:

   1. Time of Hearing;

   2. Place of Hearing; and

   3. Procedures governing the Hearing.

D. Receipts signed by the complainant or SFHA official, or return receipts for delivery of Registered or Certified mail, whether signed or not, will be sufficient to establish delivery.

IX. Procedure governing hearing

A. The Hearing shall be held before a Hearing Officer.

B. The complainant and SFHA shall be afforded a fair Hearing providing the basic safeguards of due process which include:

   1. The opportunity upon request to examine before and during the Hearing, and, at the expense of the complainant, to copy all documents, including records and regulations, of the SFHA that are directly

relevant to the Hearing;

2. The right to be represented by counsel or other person chosen as his/her representative;

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 his/her complaint, to controvert evidence relied on by the SFHA, and to confront and cross-examine all witnesses upon whose testimony or information SFHA relies; and

5. A decision based solely and exclusively upon the evidence presented at the hearing.

C. 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.

D. At the Hearing, the complainant must first make a showing of an entitlement to the relief sought, and thereafter SFHA must sustain the burden of justifying the SFHA action or failure to act against which the complaint is directed.

E. 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.

F. The Hearing Officer shall require the SFHA, the complainant, Counsel and other participants or spectators to conduct themselves in an orderly fashion.

G. 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.

H. The complainant or SFHA may arrange, in advance and at the expense of the party making such request, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

X. Failure to appear at hearing

A. Failure of either party or their representative to appear at the Hearing shall enable the Hearing Officer to determine that the non-appearing party has waived its right to a hearing.

B. The complainant and the SFHA will both be notified in writing of the determination and/or decision by the Hearing Officer.

C. Emergency or other serious situations will be considered on a case by case basis in the determination that the party has waived his/her right to a hearing.

D. Failure of the complainant to appear at the Hearing or a determination the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the (SFHA's) disposition of the grievance in an appropriate judicial proceeding.

XI. Decisions of the Hearing Officer

A. The Hearing Officer shall prepare a written decision, together with the reasons, within ten (10) working days after the hearing.

B. A copy of the decision will be sent to the complainant and the SFHA at the same time.

C. The SFHA will retain a copy of the decision in the resident's folder.

D. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the SFHA and made available for inspection by a prospective complainant, his/her representative, or the Hearing Officer.

E. The decision of the Hearing Officer shall be binding on the SFHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision. However, the Board of Commissioners of the SFHA shall have the authority to reverse any decision of the Hearing Officer within fifteen (15) days and shall promptly notify the complainant of its determination, when:

1. The grievance does not concern an act or failure to act on the part of the SFHA which adversely affects the complainant's lease, or SFHA regulations, rights, duties, welfare, or status.

2. 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 SFHA.

F. A decision by the Hearing Officer or Board of Commissioners in favor of the SFHA 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 whatsoever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XII. Eviction actions in grievances involving lease terminations.

A. If a resident has requested a hearing on a complaint involving a SFHA notice of termination, and the Hearing Officer upholds the SFHA's action to terminate the residency, the SFHA shall not commence an eviction action in a State or local court until it has served a notice to vacate to the resident.

B. In no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the complainant.

C. Such notice to vacate must be in writing and specify that if the resident fails to quit the premises within the appropriate authorized period, or on the termination date stated in the notice of termination,

whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorneys' fees.

1. The Authority shall not terminate or refuse to renew the Dwelling Lease, other than for serious or repeated violation of material terms of the lease, such as the failure to make payments due under the lease, to fulfill the resident obligations as set forth in the lease, the violation of other provisions of the lease or for other good cause.

2. Habitual lateness in payment of rent shall be considered a violation of a material term of the lease, and grounds for eviction. Habitual lateness is defined as a failure to pay rent on the date it is due three (3) times within any consecutive twelve (12) month period.

3. Every reasonable and diligent administrative effort will be made by the Authority to avoid eviction. Before the Authority may take action to terminate the lease and evict a family for any cause, it shall given adequate administrative notice before pursuing appropriate legal actions. Adequate notice shall be as follows:

   a) Fourteen (14) days in the case of failure to pay rent.

   b) Three (3) days in the case of a creation or maintenance of a threat to the health or safety of other tenants, Housing Authority employees or the general public.

   c) Thirty (30) days in all other cases.

San Francisco Housing Authority

Leased Housing Division

Administrative Plan for the Section 8 Voucher Program

Revised DRAFT FY 2003

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the San Francisco Housing Authority (SFHA) to comply 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, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the SFHA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the SFHA will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the SFHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The SFHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The SFHA will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the SFHA housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the SFHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the SFHA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 COMMUNICATION

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

1.4 QUESTIONS TO ASK IN GRANTING THE ACOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

> A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the SFHA will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the SFHA will obtain documentation that the requested accommodation is needed due to the disability. SFHA will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The SFHA's business is housing. If the request would alter the fundamental business that the SFHA conducts, that would not be reasonable. For instance, the SFHA would deny a request to have the SFHA do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the SFHA may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the SFHA retains the right to be shown how the requested accommodation enables the individual to access or use the SFHA's programs or services.

If more than one accommodation is equally effective in providing access to the SFHA's programs and services, the SFHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by the SFHA if there is no one else willing to pay for the modifications. If another party pays for the modification, the SFHA will seek to have the same entity pay for any restoration costs.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate approved administrative procedures or family obligations will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The SFHA will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages will be accommodated:

- Spanish
- Chinese
- Samoan
- Russian
- Vietnamese

1.6 FAMILY/OWNER OUTREACH

The SFHA will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, newspaper serving other ethnic populations including non-English publications and by other suitable means.

To reach persons, who cannot or do not read newspapers, the SFHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The SFHA will also try to utilize public service announcements.

The SFHA will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The SFHA will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The 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 and ways the SFHA helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet SFHA staff.

The SFHA will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice.* The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

In accordance with State and Federal Constitutional protections, the SFHA will respect the privacy of information relating to applicants, participants, and tenants in SFHA programs. Accordingly, personal information is deemed private and confidential and will be released only by authorization of the SFHA Director and written consent of the affected party or by court subpoena.

It is important to note that the privacy policy is applicable to the release of participant information and not the gathering and use of information necessary to ensure eligibility and compliance with program regulations. Except, as required by federal regulations, solicited by the SFHA unless directly attributed to carrying out the responsibilities of the agency.

1.8 REQUIRED POSTINGS

The SFHA will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. Address of all SFHA offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

1.9 Conducting Business In Accordance With Professional Values And Ethical Standards

All employees of the SFHA Section 8 Leased Housing Division shall conduct business with professional values and ethical standards as outlined in the SFHA Personnel Policy and adhere to the following code of conduct:

1. Comply with conflict of interest requirements of the Housing Choice Voucher Program pursuant to 24 CFR 982.161; and

2. Prohibit the solicitation or acceptance of gifts or gratuities in excess of a nominal value by any officer or employee of the SFHA; and

3. All employees of the SFHA are prohibited from participating in the Section 8 Housing Choice Voucher Program as a landlord.

2.0 SFHA /OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the SFHA, the Section 8 Owners/Landlords, and the participating families.

2.1 SFHA RESPONSIBILITIES

A. The SFHA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the SFHA Section 8 Administrative Plan.

B. In administering the program, the SFHA must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help disabled persons 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 tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually 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 to an owner in accordance with the HAP contract;

15. Examine family income, size, composition at admission, and annually during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust SFHA utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the SFHA, 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 SFHA decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain SFHA decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

22. Administer an FSS program.

2.2 OWNER RESPONSIBILITY

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

B. The owner is responsible for:

1. Performing 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. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the SFHA information required under the HAP contract.

5. Collecting from the family:

   a. Any security deposit required under the lease.

   b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

   c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Paying for utilities and services (unless paid by the family under the lease.)

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

A. Supplying required information.

1. The family must supply any information that the SFHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the SFHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing SFHA Inspection

The family must allow the SFHA to inspect the unit at reasonable times and after at least 24 hours notice.

The family must grant the owner access to the unit, with reasonable notice (24 Hours), to complete repairs to the unit for which the owner is required by the SFHA to repair. Failure to give the owner timely access to the unit may result in termination of the family subsidy.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must provide the owner at least 30 day's notice in writing, with copy to SFHA before the family moves out.

F. Owner Eviction Notice

The family must promptly give the SFHA a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. Prior to the SFHA approval of the composition of the assisted family residing in the unit, the owner must first authorize the addition of any household member. The SFHA will send the owner the appropriate form for the owner to sign. The SFHA must approve the composition of the assisted family residing in the unit. The family must promptly inform the SFHA of the birth, adoption or court-awarded custody of a child. The family must request approval from the SFHA to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the SFHA if any family member no longer resides in the unit.

4. If the SFHA has given approval, a foster child/foster adult or a live-in aide may reside in the unit.

5. 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. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease the unit.

7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the SFHA to verify that the family is living in the unit, or relating to family absence from the unit, including any SFHA requested information or certification on the purposes of family absences. The family must cooperate with the SFHA for this purpose. The family must promptly notify the SFHA of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the SFHA for absences exceeding 30 days. The SFHA will make a determination within 5 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:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the SFHA

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the SFHA screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

A. Family status.

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, domestic partner or adoption that has demonstrated a stable family relationship.

    a. Children temporarily absent from the home due to placement in foster care and college students are considered family members.

    b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An elderly family, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

    b. Two or more persons who are at least 62 years of age living together; or

    c. One or more persons who are at least 62 years of age living with one or more live-in aides

3. A near-elderly family, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

    b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

c. 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.

4. A disabled family, which is:

a. A family whose head, spouse, or sole member is a person with disabilities;

b. Two or more persons with disabilities living together; or

c. One or more persons with disabilities living with one or more live-in aides.

5. 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.

6. A remaining member of a tenant family.

7. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a low-income family that is:

a. A very low-income family;

b. A low-income family continuously assisted under the 1937 Housing Act;

c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

d. A low-income family that is a nonpurchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into the SFHA's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.

5. Families who are moving into the SFHA's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for SFHA program.

6. Income limit restrictions do not apply to families transferring units within the SFHA Section 8 Program.

7. Unit transfers
A participant may move to a new unit if one of the following events occurs:

- The assisted lease for the old unit has terminated because the SFHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family. The family must submit a completed "Mutual Agreement Termination" form
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated)
- The family has given proper notice of lease termination to the owner and SFHA.

For voluntary moves by the family, the family must notify the

SFHA, in writing, of their desire to move. The SFHA will issue a new voucher and other supporting documents. If the family does not locate a new unit or decides not to move, they must obtain the permission of the owner to remain in their current unit and notify the SFHA. If a new unit is located and a new lease and HAP contract executed, the annual recertification date will be changed to coincide with the new lease date.

8. Adding members to a participating family

Family members will be added to the assisted household as follows:

1. Birth, adoption or court-ordered custody

The family must notify the SFHA, in writing, of the birth, adoption or court-ordered custody of all minor children to the assisted household. This written notice must be submitted within 14 days of the event and include appropriate documentation. Documentation may include birth certificates, hospital records, adoption papers or court documents. It is the responsibility of the participant family to notify the owner of the changes. The SFHA shall send the owner a Request to Approve the additional household member prior to approving the addition of any household member.

Other additions

The family must request, in writing, and receive permission from the SFHA to add any other persons to the assisted household prior to the occupancy of those persons. In determining whether to approve the addition of the persons, the SFHA will consider:

1. The willingness of the current owner to accept the additional person(s);
2. Whether the person(s) meets the definition of family in this Admin Plan;
3. Whether the SFHA has appropriate grounds to deny assistance under 24 CFR 982.552 (b) to the person(s)(see Part A, Sec II under *Procedures for removing names from the waiting list*;
4. If a larger bedroom size unit is needed as a result of the addition, if funding is available to support the cost of the larger unit;
5. The relative need for housing of the person(s) proposed for addition;

6. For minor children (other than children related by birth or adoption to the head-of-household or spouse), information that those children cannot be adequately housed elsewhere and placement of the children in the household has been acknowledged by a social welfare agency.

The SFHA may deny the request if a primary reason for the addition is to preserve the current bedroom size or to allow a family or individual to circumvent the requirements of the current waiting list or application process.

7. Visitors

Any adult not included on the lease agreement who has been in the unit more than fifteen (15) consecutive days with HA approval will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or landlord will be considered in the making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HA will terminate assistance since prior approval was not requested for the addition.

C. Citizenship/Eligible Immigrant status

On June 19, 1995, HUD implemented Section 214 of the Housing and Community Development Act of 1980. This regulation required that Housing Authorities only provide housing assistance to citizens or eligible non-citizens. Ineligible non-citizens were to be denied admission to housing assistance programs or faced possible termination from housing assistance participation within three years.

On February 27, 1997, pursuant to its rights under the law, the SFHA opted out of the requirements of Section 214 of the Housing and Community Development Act of 1980 and no longer required families to certify their immigration status as a prerequisite to receiving housing assistance or continuing to receive housing assistance.

On October 21, 1998, Congress passed the Quality Housing and Work Responsibility Act (QHWRA) of 1998. This Act rescinded the SFHA's right to opt out of the certification requirements of Section 214. All Housing Authorities must now implement the requirements of Section 214 and verify the immigration status of all applicants and participants of subsidized housing programs.

Below are the proposed procedures of implementation to be used within the Leased Housing Division of the San Francisco Housing Authority (SFHA) to comply with the QHWRA of 1998.

The SFHA will administer the restrictions on the use of assisted housing by non-citizens with ineligible immigration status imposed by this rule in conformity with the Federal nondiscrimination requirements of, including, but not limited to the following:

- Title VI of the Civil Rights ACT of 1964(42 U.S.C. 2000d-2000d5) and the implementing regulations in 24 CFR Part 1;
- Section 504 of the Rehabilitation Act of 1973(29 U.S.C. 794) and the implementing regulations in 24 CFR Part 8;
- The Fair Housing Act(42 U.S.C. 3601-3619) and the implementing regulations in 24CFR Part 100; and
- Any other civil rights statutes cited in the applicable program regulations.

TENANT NOTIFICATION:

Each Section 8 assisted family and applicant will be sent a written notification of the non-citizen regulation. This process will occur through a mass mailing to all current Section 8 participants and applicants on the Section 8 waiting list. The notice will provide information about Section 214 of the Housing and Community Development Act of 1980, a statement of the types of required proof of verifications for those claiming eligible immigration status, a statement informing the family of the possible types of assistance they may be eligible for, the methods of verification to be used to verify a tenant's claim of eligible immigration status and a statement of possible extension to provide evidence needed to verify eligible immigration status. The notice will be available in various languages including Chinese, Spanish, Vietnamese, Russian and Cantonese.

Each client will also be provided with a copy of the notification at the point of notification for his or her annual re-certification along with the required documents to have during their office interview. This process will commence effective the Monday following passage of the resolution by the Board. During the interview process each family member will be required to sign a Declaration of Citizenship Status statement. The head of household will be required to sign on behalf of all minor children. Any household consisting of non-citizens must sign the Verification Consent Form in order to authorize the HA to verify the family members' immigration status through the SAVE system. Each family member will be required to submit a declaration only once.

Declarations will be required for all additional family members before they are added to the Section 8 assisted household.

All participants that have had their INS status verified and a record exists in their files will not be required to re-verify their status unless they are reporting a change in immigration status.

APPLICANT VERIFICATION:

Individuals or families applying for Section 8 housing assistance must provide proof of citizenship or eligible immigration status at the time of the final eligibility determination. If at that time, it is determined that the individual, family or family members do not have eligible immigration status, the provisions of the HUD rule as set forth shall be applied.

DECLARATION CATEGORIES:

Each client shall fall into one of three categories: 1) Citizen, 2) Non-Citizen with eligible immigration status, 3) Ineligible non-citizens. Only family members claiming non-citizenship with eligible immigration status will be verified, except person 62 years or older as of September 30, 1996. Persons 62 years of age on or after September 30, 1996 will be required to provide proof of their age. Persons claiming ineligible status will not be verified. Persons determined ineligible after verifications have been made or individuals not contesting ineligible citizenship status will be placed on an ineligible list.

DOCUMENTS OF ELIGIBLE IMMIGRATION STATUS:

A) General – The HA shall request and review original documents of eligible immigration status. The HA shall retain photocopies of the documents for its own records and return the original documents to the family.

B) Acceptable Evidence Of Eligible Immigration Status – The original of one of the following documents is acceptable evidence of eligible immigration status, subject to verification in accordance 24 CFR Section 5.512. (Note: Sample forms of acceptable evidence of eligible immigration status are illustrated in Appendix A of the INS SAVE Program Instructions Manual for HUD. SAVE is an acronym for Systematic Alien Verification for Entitlements.

   1) Form I-151-Alien Registration Receipt Card (issued to lawful permanent residents prior to 1979). Form I-151 will no longer be valid after March 20, 1996. Detailed information on how and where to apply for a new green card may be obtained by telephoning the INS toll-free number: 1-800-755-0777.

   2) Form I-551, Alien Registration Receipt Card (for permanent resident aliens);

   3) Form 1-94, Arrival-Departure Record, with one of the following annotations:

(a) "Admitted as Refugee Pursuant to Section 207";

(b) "Section 208" or "Asylum";

(c) "Section 243(h)" or "Deportation stayed by Attorney General";

(d) "Paroled Pursuant to Section 212(d)(5) of the INA";

(4) If Form 1-94, Arrival-Departure Record, is not annotated, then accompanied by one of the following documents:

(a) A final court decision granting asylum (but only if no appeal is taken);

(b) A letter from an INS asylum officer granting asylum (if application filed before October 1, 1990);

(c) A court decision granting withholding of deportation; or

(d) A letter from an asylum officer granting withholding of deportation (if application filed on or after October 1, 1990)

5) Form I-688, Temporary Resident Card, which must be annotated "Section245A" or "Section 210";

6) Form I-688B, Employment Authorization Card which must be annotated "Provision of Law 274a12(11)" or "Provision of Law 274a.12";

7) A receipt by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified; or

C) Other acceptable evidence. If other documents are determined by the INS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

VERIFICATION PROCEDURES:

For applicants and Section 8 participants, family members claiming non-citizen with eligible immigration status will be verified through the use of the Immigration and Naturalization Service – System for Alien Verification for Entitlement (SAVE) phone system. The SAVE system will be the primary method of verification. However, when the SAVE system does not confirm eligible status, or cannot find record to provide status, or verify immigration status, a manual verification system will be employed. Verification via the SAVE system shall not occur unless the family has signed a Verification Consent Form.

The manual verification will and must be requested within ten (10) days of receiving the primary verifications. The manual verifications will include: A signed Declaration of Section 214, Verification Consent form, front and back copies of the documents submitted by the family to support their claim and the INS phone verification number provided by the INS SAVE system. These forms will be sent to the CA-INS File Control Office/Appraisers Building/630 Sansome Street, Room 300-Attention: Immigration Status Verifier-San Francisco, CA 94102.

For each family member who is a United States citizen, the evidence consists of a signed declaration of U.S. citizenship.

For each family member electing not to confirm that he/she has eligible immigration status, the member(s) must be listed separately. A signature from the individual(s) is optional. However, the head of house or spouse with eligible immigration status must sign and date the list. No further verification is needed. The family electing not to declare citizenship status is ineligible for housing assistance.

EXTENSIONS:

Extensions will be granted upon the family's written request if the head of household certifies to the following: The family member for whom they are requesting an extension is a citizen or a non-citizen with eligible immigration status; and the evidence needed is temporarily unavailable and the additional time is needed to obtain the information; and they will make prompt and diligent efforts to obtain the evidence needed to verify the eligible immigration status. Extension will be granted for a period of fifteen (15) days with a maximum of thirty. However, the additional fifteen (15) days will be granted only at the request of the family.

The Leased Housing Department will supply the extension request notice to the tenant. Included in the notice will be the required certifications needed as grounds to allow an extension and a statement of understanding that if the family is granted an extension and fails to submit the needed evidence a decision will be made based on the information in the file and the family's assistance may be reduced or terminated. A family may submit a written request for an extension that will be acceptable to the Housing Authority's Leased Housing Division.

If a family is granted an extension and fails to supply the needed evidence within the specified time stated, the Housing Authority will make a decision based on the information already submitted, or not submitted by the family. The family will receive a written notification of the decision that was made. Included with the notice will be a right to appeal statement informing the family of the right to request a hearing and a hearing request form.

FAMILY TYPE DETERMINATION:

Family type will be determined for all Section 8 clients. The family types are: Members claiming citizenship, non-citizen with eligible immigration status, non-citizen status.

Families eligible for continued full assistance are:

1) A family containing all citizens.
2) A family with mixed members that include citizens and non-citizens with eligible immigration status; and either the head or spouse has eligible immigration status; and does not include ineligible family members other than the children or parents of the head or spouse; and was receiving assistance prior to June 19, 1995. A mixed family receiving assistance after June 19, 1995 shall be eligible for prorated assistance.

A family eligible for prorated assistance is:

1) A family that includes eligible and ineligible family members and the head <u>or</u> spouse is ineligible.

Families eligible for deferred termination are:

1) A family that includes no eligible family members.
2) A family not eligible for continued assistance that includes eligible and ineligible family members and elects not to accept prorated assistance.

PRORATED ASSISTANCE:

A family receiving prorated assistance will receive assistance only for those family members that are eligible family members. The Housing Assistance Payment will be calculated by dividing the HAP payment by the total number of family members and then multiplied by the total number of eligible family members.

$$\frac{\text{Total HAP Payment}}{\text{Total family members}} \times \text{Eligible Family Members}$$

DEFERRED TERMINATIONS:

A family receiving deferred termination will receive the full assistance amount for an amount of time to be determined by the HA, but not more than six (6) months at a time for a maximum of eighteen (18) months. However, at the end of the deferral period the family's assistance will be completely terminated.

A family under a deferred termination will be called into the office at least every six months to review their eligibility for additional deferral periods. This will be tracked

through the use of the Division's CCS computer system by installing a bi-yearly anniversary date into the system. Families opting for deferred termination must verify that they have been actively searching for alternate housing and conditions set forth in 24 CFR Section 5.518 (b)(5)(i)(B) are met to qualify for additional six- month deferral periods. However, at no time can the total cumulative allowable deferral time exceed eighteen (18) months.

SWITCHING SUBSIDY TYPES

Prior to expiration of the final deferral period, families may request to be switched to prorated assistance if it can be shown by the PHA that there is an inadequate supply of affordable housing for the area which is generally defined as having a vacancy rate of five percent (5%) or less.

NOTIFICATION PERIOD

A family must be notified in writing sixty (60) days prior to the expiration of a deferral period and that the deferral period will be extended again for an additional period of six months provided that an additional deferral period does not exceed the maximum deferral period of eighteen (18) months.

In addition, a family must be notified in writing sixty (60) days prior to expiration of the deferral period if it is determined that no further deferral periods are permitted because the family has utilized all eighteen (18) months of time.

Staff will keep a tickler file of all families who choose deferred termination to monitor and track the number of deferral periods granted and the point at which notification must be sent to each family.

STAFF PHONE VERIFICATIONS:

Any family member who declares him or herself to be an eligible non-citizen must have their immigration status verified by the SFHA staff utilizing the INS SAVE system. All staff persons within the Leased Housing Division will be trained to use the INS SAVE phone system. However, in the case of secondary manual verifications three staff persons will be trained in these procedures with one staff person responsible for the submission and follow-up on these verification. Any staff member needing a secondary verification will submit copies of the signed Declaration of Section 214 Status, Verification Consent Form, the primary request verification and copies of the documents the family submitted as evidence to the designated person.

Each staff person submitting information will be required to keep a log of the name of the families for whom they have submitted requests. The assigned staff person will provide, once a month, to the staff a list of their clients for whom the verification process has been

completed. The assigned staff person will be responsible to follow-up with the INS for families for which no response is returned by the INS.

Once secondary verification is obtained, staff will notify the family of the results only if secondary verification could not be provided or could not verify eligible immigration status.

APPEALS AND HEARING:

A family must file an appeal within thirty (30) days with the INS after secondary verification fails to confirm eligible immigration status. Any decision to reduce or terminate the family's assistance will be temporarily suspended pending the outcome of the INS hearing. However, the family must inform the HA of its intent to file an appeal with the INS by supplying the HA with a copy of the appeal notice and proof of service to the agency. (A copy of INS Verification Request G845S and a cover letter will serve as proof.)

If the INS appeal hearing does not verify eligible immigration status the HA will determine the family type and send written notification of its decision to the family. The family may request a hearing with the HA within thirty (30) days of the date the HA mails or delivers the notice of pro-ration or termination, or within thirty days of the INS appeal decision, as established by the postmark. The family may also choose to file a request for an informal hearing in lieu of the INS appeal within thirty (30) days of the INS notification of failure to confirm eligible immigration status.

DELAY, DENIAL, OR TERMINATION OF ASSISTANCE:

The SFHA shall not delay or deny assistance to an applicant nor delay, deny or terminate assistance to a tenant on the basis of immigration status of a family member if:

1. The primary and secondary verification of any immigration documents that were timely submitted have not been completed;
2. The family member for whom required document evidence has not been submitted has moved from the tenant's dwelling;
3. The family member who is determined not be an eligible immigrant following INS verification has moved from the tenant's dwelling;
4. The INS appeals process has not been concluded;
5. For a resident, the SFHA informal hearing process has not been concluded;
6. Assistance is pro-rated;
7. Assistance to a mixed-family is continued; or
8. Assistance to an applicant may be delayed after the conclusion of the INS appeal process, but not denied until the conclusion of the SFHA informal hearing process, if an informal hearing is requested by the applicant.

Assistance to an applicant shall be denied and a tenant's assistance shall be terminated in accordance with the procedures for any of the following events:

1. Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the date of any extension granted; or
2. Evidence of citizenship and eligible immigration status is submitted timely, but INS primary and secondary verification does not verify eligible immigration status of a family member; and
   - **a)** The family does not pursue INS appeal or SFHA hearing rights; or
   - **b)** INS appeal and the SFHA hearing rights are pursued, but the final appeal or hearing decisions is decided against the family member; and
   - **c)** The assisted family is ineligible for prorated assistance.

FRAUD

PROCEDURES WHEN FRAUD IS SUSPECTED WITH RESPECT TO A DECLARATION OF CITIZENSHIP

The non-citizen rule added an *eligibility* requirement for applicants/residents/program participants to obtain or continue housing assistance. Applicants are required to sign a declaration of citizenship or immigration status at the time of the interview. Residents or program participants are required to submit the declaration at the time of the first annual re-certification after the June 19, 1995 effective date.

The regulations specify that the evidence of citizenship is a signed declaration- No further verification is required,

The 1988 proposed rule included a "reason to Suspect" provision which authorized housing authorities to begin termination Procedures whenever it obtained evidence of conflicting or inconsistent information regarding an individual who had claimed U.S. citizenship. This *provision was deleted from the final rule.*

If the Housing Authority receives concrete information that provides a substantial basis to believe the applicant/resident/program participant may have deliberately misrepresented his or her eligibility status and is receiving financial assistance for which the family may not be eligible, the Housing Authority shall take the steps set forth below.

IT IS IMPERATIVE THAT THE INFORMATION IS <u>CONCRETE</u> RATHER THAN JUST A STAFF PERSON'S SUSPICION.

1. When the Authority obtains concrete evidence of conflicting information, the Authority will:
   - Obtain additional information from other persons or agencies
   - Take other actions to verify either the applicant/resident/program participant's information or the conflicting information

2. If the Authority's efforts conclude that the applicant/resident/program participant supplied incorrect information, then staff must:
   - Document the findings
   - Notify the applicant/resident/program participant in writing of the error, identifying what information is believed to be incorrect
   - Provide the applicant/resident/program participant with an opportunity to meet with SFHA staff within 10 calendar days to discuss the allegation(s)
   - Inform the applicant/resident/program participant that failure to do so may result in the termination of the resident/program participant's assistance or denial of the application
   - Arrange the meeting with a SFHA representative who has not been involved in any manner with the review of the allegedly false information.

3. If the applicant/resident/program participant responds and convinces the Authority that the submissions were correct, then:
   - Staff shall document the record accordingly and close the investigation.
   - Rental assistance payments continue to be made at the set amount.
   - There is no adjustment to the applicant/resident/program participant's rent.

END OF INVESTIGATION

1. If the Authority determines that there is adequate basis for further investigation, then the Authority should require the applicant/resident/program participant to submit whatever documentation is necessary to resolve the issue.

2. If the applicant/resident/program participant chooses to provide a new declaration as an eligible non-citizen, then:
   - Staff shall have the applicant/resident/program participant complete a verification consent form and submit required evidence.
   - Staff shall conduct a primary verification and, if necessary, forward that information to the INS for secondary verification.

3. If the applicant/resident/program participant is still found ineligible at the end of the Verification process or chooses not to contend eligible status, then the Authority shall take the appropriate action to:
   - Adjust the rent
   - Terminate the assistance
   - Deny the application

Families who knowingly permit an ineligible individual to reside on a permanent basis in the family's unit shall have their financial assistance suspended for a minimum period of twenty-four (24) months.

4.0 ADMINISTRATION OF WAITING LIST

4.1 OPENING THE WAITING LIST

Applications for the Section 8 Program may only be made when the Section 8 waiting list is open for applications

The SFHA will accept pre-applications for placement on the waiting list at which time the applicant will self-declare their eligibility based on the eligibility requirements noted in the published announcement of the opening of the waiting list. Just prior to issuing a voucher, applicants will be required to complete an application for final eligibility determination whereby the SFHA staff will verify all income, assets and the preferences declared by the applicant during the pre-application stage.

Pre-applications will only be accepted during the advertised periods of enrollment. These enrollment periods are determined based upon the need for the SFHA to augment its waiting list so that the SFHA will have a sufficient number of applicants to maintain an adequate level of occupancy. Generally, enrollment will be accepted when the remaining applicants on the current waiting list are expected to be contacted for assistance within the next twelve months.

The Section 8 waiting list will remain closed except for referrals of in-place tenants by owners participating in the Section 8 Project-Based Voucher (PBV) Program in order to prevent the displacement of the in-place tenant due to PBV activity.

4.2 APPLICATION PROCESS

The SFHA will take pre-applications pursuant to a public advertisement. Pre-application intake will be announced to the public at least 15 days prior to the start of the pre-application process. Advertisements will be placed in the following:

- San Francisco Chronicle
- Minority-owned and foreign language newspapers
- Posting in the lobby of the SFHA office at 440 Turk Street and the Leased Housing Division office.
- Posting in offices of the Public Housing developments of the SFHA
- Radio and television stations in order to inform the visually impaired
- Notices circulated for posting at social service agencies, community centers and Bay Area Public Housing Agencies.

The advertisement will inform interested parties of the pre-application system to be used by the SFHA; the dates, times and locations pre-applications can be obtained; the

deadline date, method and location for submitting the pre-applications and basic eligibility requirements. In addition, the advertisement will indicate that only applications received by the deadline shall be considered for the waiting list.

4.3 RANKING METHOD

Pre-applications will be selected from the total applicant pool by random lottery and ranked on the waiting list by preference category. The pre-application will ask applicants to designate which priority category they believe they will qualify for. Pre-applications will be sorted within each preference category by the date and time received and a list generated in rank order.

In limited, targeted outreach, the SFHA reserves the right to rank pre-applications in order of date and time received in lieu of conducting a random lottery to determine the applicants' places on the waiting list.

Each applicant will be provided with a description of all SFHA preferences and will be required to self-certify, at the time of pre-application, whether the household qualifies for a preference. Selection from the waiting list will be based on pre-applicant self-certification. At the time of final eligibility determination, SFHA applicants will be required to certify to all information they provide to SFHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form which is a general release form. Documentation of all verifications will be placed in the applicant/participant file.

Family income and assets and all factors related to eligibility must be verified, including preferences and immigration eligibility. Verifications must be completed before an applicant will be issued a voucher except as authorized by Section 214 of the Housing and Community Development Act of 1980 regarding INS certification. SFHA will use third party verification whenever possible. This will include mailing forms directly to the third party and having them mailed back to SFHA. If third party written verification is not possible, SFHA will review documents brought in by applicants/current participants or obtain oral verification with the third party by phone, documenting name, department, position, date of verification and other pertinent information. If there are no documents, SFHA may use a notarized applicant certification for verification.

If the priority category changes for any reason, the applicant will be placed in the appropriate preference category sorted by application date and time.

4.4 CLOSING OF THE WAITING LIST

The advertisement opening the waiting list will also specify when the period for submitting pre-applications will end. As such, there will not be a need to separately advertise the closing of the list. A notice will be posted in the lobby of the main office of the SFHA (440 Turk Street) and the Leased Housing Division office advising interested

parties that the SFHA is not accepting pre-applications for the Section 8 voucher program.

5.0 SELECTION FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

In cases where two "regular" wait lists overlap, applicants on the existing wait list receive priority over applicants on a new wait list. All applicants will be called in for eligibility determination prior to selecting any families from the new wait list.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the SFHA will use the assistance for those families.

The SFHA reserves the right to open the Section 8 Wait List in order to permit interested applicants to apply to the Section 8 Program. Priority will be given to families displaced by HOPE VI activity, Public Housing sites being redeveloped, infill housing at low density Public Housing sites, Section 8 Project-Based Voucher (PBV) units as detailed in the PBV Administrative Plan, development of other surplus public property and to families displaced by other local Government action.

5.2 PREFERENCES

In accordance with the Quality Housing and Work Responsibility Act of 1998, SFHA will administer its Section 8 programs so that the following Income Targeting objectives are achieved for the period from April 1, 1999 through September 30, 2000, and for each fiscal year thereafter:

- Not less than 75% of new admissions to the tenant-based Section 8 assistance program must have incomes at or below 30% of the area median family income.
- The remainder of new admissions to the tenant-based Section 8 assistance program will have incomes at or below 80% of the area median family income, in accordance with HUD guidelines which generally limit admissions to families with incomes at or below 50% of the area median.
- Not less than 40% of new admissions to project-based Section 8 assistance programs must have incomes at or below 30 % of the area median income.
- The remainder of new admissions to project-based Section 8 assistance programs must have incomes at or below 80% of the area median.]

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the

SFHA retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.
If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

The SFHA has adopted the Federal Preferences as Local Preferences in administering its assisted housing programs. [If Federal Preferences are required, the SFHA local preferences are to be considered ranking preferences.]

The SFHA employs the following system of local preferences in administering its wait list. The local preferences consist of (a) involuntarily displaced, (b) substandard housing and (c) paying more than 50% of income for housing. The SFHA will weigh each local preference equally. That is, an applicant that meets the federal definition of any or all of the local preferences will receive an equal priority. The Local Preferences are defined as follows:

1. INVOLUNTARY DISPLACEMENT:

An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

Natural Disaster: a disaster such as a fire, flood or earthquake that resulted in the un-inhabitability of the applicant's unit.

Domestic Violence: an applicant who has vacated due to actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other household member, who lives in housing with an individual who engages in such violence.

Government Action: an action of a government agency related to code enforcement or public improvement or development.

Landlord Action: an action by a housing owner that results in an applicant's having to vacate his or her unit, where the reason for the owner's action was beyond the applicant's ability to control or prevent, and despite the applicant having met all previously imposed conditions of occupancy, and the action is other than a rent increase.

2. SUBSTANDARD HOUSING:

Homeless: An applicant who is a "homeless family" shall be considered to be living in substandard housing if the individual or family:

Lacks a fixed regular, and adequate nighttime residence; and

Has a primary residence that is:

A supervised publicly or privately operated shelter designed to provide temporary living accommodations, (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or

An institution that provides a temporary residence for individuals intended to be institutionalized; or

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

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to state or federal law.

Non-Homeless: A non-homeless family is living in substandard housing if their present unit meets any of the following criteria: it is "dilapidated;" it does not have operable indoor plumbing; it does not have a usable flush toilet and a usable bathtub or shower inside the unit for the exclusive use of the family; it does not have electricity, or has inadequate or unsafe electrical service; it does not have a safe or adequate source of heat; it should, but does not have a kitchen, or it has been declared unfit for habitation by a government agency. A housing unit is "dilapidated" if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family or it has one or more critical defects or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may have resulted from the original construction, or from continued neglect or lack of repair, or from serious damage to the structure.

3. PAYING MORE THAN 50% OF INCOME FOR HOUSING:

An applicant shall qualify for this federal preference if the family is paying more than 50 percent of the total family income for rent. However, an applicant may not qualify for a preference under this section if the applicant is paying more than 50 percent of family income to rent a unit because his or her housing assistance under the public housing, Section 8 program, or any program under the Housing and Urban Development Act of l965 with respect to that unit has been terminated as a result of the applicant's refusal to comply with applicable program policies and procedures with respect to the occupancy of under-occupied and overcrowded units.

The SFHA has adopted the following as secondary local preferences:

1. Residency status: A family is considered a “resident” of the City and County of San Francisco, if (a) they live in San Francisco or (b) the head of household or spouse is employed or has been notified that he/she has been hired to work in San Francisco.

The Family must submit documentation that provides a current address of residency or employment and sign a waiver to permit the SFHA to verify the address.

2. Veterans status: A member of the United States Armed Forces honorable discharged from service or currently listed and is the head of house hold or spouse of the applicant family. Verification will be provided by the Veterans Administration.

3. Welfare to Work: A participant who is in good standing in the Welfare to Work Program associated with CALWORKS and the Department of Human Services, or similar Government Agency, for the purposes of self sufficiency from Public Assistance.

5.3 ORDER OF SELECTION

The SFHA will rank and admit applicants from the waiting list in accordance with the following priority categories:

Level of Priority	Category One	Category Two	Category Three	Category Four
1	Local Preference	Resident	Veteran	Welfare to Work
2	Local Preference	Resident	Veteran	Non-Welfare to Work
3	Local Preference	Resident	Non-Veteran	Welfare to Work
4	Local Preference	Resident	Non-Veteran	Non-Welfare to Work
5	Local Preference	Non-Resident	Veteran	Welfare to Work
6	Local Preference	Non-Resident	Veteran	Non-Welfare to Work
7	Local Preference	Non-Resident	Non-Veteran	Welfare to Work
8	Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work
9	No Local Preference	Resident	Veteran	Welfare to Work
10	No Local Preference	Resident	Veteran	Non-Welfare to Work
11	No Local Preference	Resident	Non-Veteran	Welfare to Work
12	No Local Preference	Resident	Non-Veteran	Non-Welfare to Work
13	No Local Preference	Non-Resident	Veteran	Welfare to

				Work
14	No Local Preference	Non-Resident	Veteran	Non-Welfare to Work
15	No Local Preference	Non-Resident	Non-Veteran	Welfare to Work
16	No Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work

5.4 UPDATING OF THE WAITING LIST

In order to ensure the waiting list is accurate and current, the SFHA will update the waiting list periodically, but no more than annually, by requesting each household to submit a revised pre-application form. The following guidelines will govern update procedures:

- The SFHA will mail an update request letter and a blank pre-application form to each household on the waiting list.
- The request will be mailed to the applicant's last known address. Applicants will be advised in the eligibility letter of their responsibility to notify the SFHA, in writing, of any address changes. If the applicant fails to notify the SFHA of an address change, the SFHA accepts no responsibility for the applicant's failure to receive the update request.
- The update request letter will include a deadline date by which applicants must return the pre-application and will specify return by mail or in person. The letter will inform the applicant that if the SFHA fails to receive the updated pre-application form by the deadline date, the applicant's name will be removed from the waiting list.
- Applicants will be given a reasonable time to complete and return the updated pre-applications, generally not less than 14 calendar days.
- The SFHA accepts no responsibility for delays created by the United States Postal Service.
- The SFHA will make reasonable accommodations for the special needs of disabled applicants if the SFHA has been made aware of those needs.
- The SFHA will acknowledge all updated pre-applications received, in writing, to each applicant which will include a determination of eligibility, ineligibility or change in preference status.

5.5 PROCEDURES FOR REMOVING NAMES FROM THE WAITING LIST

The SFHA will not remove an applicant’s name from the waiting list unless:

A. The applicant requests that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

C. The applicant does not meet either the eligibility or screening criteria for the program.

If an applicant is withdrawn from the application process for any reason due to non-response to correspondence by the family, the SFHA may re-instate the application upon contact by the family within one year of the withdraw date provided the family provides a reasonable explanation for the lack of contact with the SFHA during the withdraw period that is acceptable to the SFHA.

Consideration will be given to families who fail to respond to correspondence due to a disability to determine if an accommodation is warranted or in cases where an emergency situation, such as hospitalization, fire, death, etc., has arisen . The applicant family will be required to prove their claim to the SFHA's satisfaction to receive further consideration.

5.6 REFUSAL TO LIST AN APPLICANT OR REMOVAL OF AN APPLICANT FOR SPECIFIC GROUNDS

The SFHA may deny listing an applicant on the waiting list, remove an applicant from the waiting list, deny or withdraw a voucher, refuse to enter into a Housing Assistance Payments (HAP) Contract or approve a lease and refuse to process or provide assistance under portability assistance for any of the reasons listed in 24 CFR 982.552 (b) (violation of family obligations; member of family previously evicted from public housing; HA has terminated assistance to any member of the family in the past; member of family convicted of drug-related or violent criminal activity; member of family commits crime in connection with any federal housing program; family owes rent to SFHA or another HA; family has not reimbursed SFHA or another HA for amount paid to an owner under a HAP contract; family breaches an agreement with SFHA or another HA to repay amounts owed; family participating in the FSS program fails to comply with the contract of participation; family engaged in or threatened abusive or violent behavior). If denied under this paragraph, the SFHA will provide notice and offer the applicant an informal review in accordance with procedures in part L of this Admin Plan.

5.7 GROUNDS FOR DENIAL

The SFHA may deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Fail to respond to a written request for information or a request to declare their continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a 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.

F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.

G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

H. Have a family member who was evicted from public housing within the last three years;

I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

J. Have a family member who is illegally using a controlled substance or abuses alcohol, or engages in any other criminal activity which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The SFHA may waive this requirement if:

1. The person demonstrates to the SFHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The household member who engaged in drug-related criminal activity or alcohol abuse and behavior that interfered with the health and safety or right to peaceful enjoyment of the premises by other residents is removed from the family household composition;

4. The person has otherwise been rehabilitated successfully as determined by the SFHA based on evidentiary supporting material; or

5. The person is participating in a supervised drug or alcohol rehabilitation program.

K. Have engaged in or threatened abusive or violent behavior towards any SFHA staff or residents;

L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;

M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

5.8 INFORMAL REVIEW

If the SFHA determines that an applicant does not meet the criteria for receiving Section 8 assistance, the SFHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The SFHA will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

If an applicant is denied admission due to criminal activity listed on a criminal record, a copy of the criminal record shall be provided to the applicant and the applicant shall be given an opportunity to dispute the decision in the Informal Review process.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The SFHA will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's voucher size:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults of the same sex related by blood will share a bedroom.

In determining bedroom size, the SFHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

A. Children of the same sex will share a bedroom.

B. Children of the opposite sex, both under the age of **(3)** will share a bedroom.

C. Adults and children will not be required to share a bedroom. **A parent and child, regardless of age, may be issued a two-bedroom Voucher**

D. Foster–adults and children will be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

Single person households will be issued a Studio Voucher. However, should the family locate a one-bedroom unit, the SFHA reserves the right to upgrade the family's Voucher to a one-bedroom subsidy.

The SFHA will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

6.0.1 OCCUPANCY STANDARDS

The SFHA will follow an occupancy policy, which prevents overcrowding of units or under utilization of units. The following guidelines shall determine the minimum and maximum number of occupancy per unit size:

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

The family unit size will be determined by the SFHA in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

The SFHA shall consider Single Room Occupancy (SRO) units for occupancy under the tenant-based Housing Choice Voucher Program exclusively as a reasonable accommodation for a person with disabilities.

6.1 BRIEFING

When the SFHA selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. Failure to attend a briefing without good cause may result

in denied admission. The family will be given an opportunity to reschedule a briefing only once.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;

D. Types of eligible housing;

E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;

F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

6.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

D. How the Housing Authority determines the maximum rent for an assisted unit;

E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;

J. The HUD brochure on how to select a unit ("A Good Place to Live");

K. The HUD-required lead-based paint brochure;

L. Request For Extension Form

M. Housing Search Tracking Form

N. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

O. A list of landlords or other parties known to the SFHA who may be willing to lease a unit to the family or help the family find a unit;

P. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the SFHA that may be available;

Q. The family's obligations under the program;

R. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;

S. SFHA informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and

T. The SFHA owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Beginning October 1, 1999, the SFHA will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0- Transition to the New Housing Choice Voucher Program.

The number of vouchers that the SFHA can issue at any time is based on the amount of Annual Contributions available to the program. When the SFHA determines that sufficient funding is available to support additional assisted units, applicants at the top of the waiting list will be scheduled to come to the SFHA to fill out the final application and attend a briefing session. Information used in the final application will be verified as indicated above under Section 3.0. The SFHA may "over-issue" the number of vouchers in order to account for voucher holders who are unsuccessful in locating housing.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the SFHA will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a Request for Tenancy Approval (RTA) and return it to the SFHA. The family can only submit the RTA to the SFHA during the term of the voucher. The SFHA will contact the owner and schedule an inspection of the unit to make an initial determination of approval of tenancy within 15 days of receipt of the RTA. The SFHA may assist the family in negotiating changes that may be required for the tenancy to be approvable. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority may provide the prospective owner with information regarding the program. Information may include SFHA and owner responsibilities for screening and other essential program elements. The SFHA, upon request by a prospective owner, may provide the owner with the family's current and prior address as shown in the SFHA's records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the SFHA will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 90 days and will be stated on the Housing Choice Voucher. The start date of the Voucher will be the date the Voucher is provided to the applicant or participant. The SFHA will maintain a Register of issued Vouchers to track the term of the Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 180 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 90 days, whichever is less.

On November 22, 1999, the U S Department of Housing and Urban Development (HUD) transferred to the SFHA the discretion to extend the cumulative voucher term beyond the 180-day limit, whether for reasonable accommodation or, other good cause determined by the SFHA. Therefore, the SFHA will follow the procedures listed below when granting extension for vouchers beyond the 180 days.

If a voucher is due to expire, the voucher holder may request an extension of the voucher. In order for a request for an extension to be considered by the SFHA, the following conditions must be met:

1. The request for an extension must be in writing,
2. The request must be made prior to the expiration of the voucher.
3. The voucher holder must provide documentation that demonstrates the failure to locate suitable housing was due to an unavailability of housing, unavailability of housing that accommodates a disability, a prolonged illness of the voucher holder, death of a family member or a need to care for a family member with a prolonged illness.

Non-Medical

4. Rents Higher than FMRs;
5. Vacancy Rates Between 0-3%;
6. Hard to house families;

7. Legal proceedings challenging Rents Ordinance as it pertains to Owner participation in Program for In-Place tenancy;
8. **Financial Burden.**

If the voucher holder is requesting an extension due to the unavailability of housing, the holder must submit information that provides the dates, names, and telephone numbers of owners contacted and the reasons why units were not rented. The SFHA may contact owners to verify information provided by the voucher holder.

If appropriate documentation is submitted, the SFHA will grant one 60-day extension of the term of the voucher. The SFHA will revise the voucher for the applicant or participant, which shows the new expiration date. Under no circumstances will the total term of the voucher exceed 240 days.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 180 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

6.4.1 SUSPENSION (TOLLING) OF VOUCHERS

The SFHA will suspend the term of the voucher upon the receipt of the Request for Tenancy Approval (RTA). The term will remain suspended while the unit is being processed by the SFHA. A unit can be withdrawn from consideration by the SFHA (by determining the unit or owner is ineligible or the rent requested by the owner is not approvable), by the owner or by the voucher holder. If a decision is made to withdraw the unit, the SFHA will provide the voucher holder with a written notice of this fact, the reason for the withdrawal and the number of days remaining on the term of the voucher (this tolling period can be overridden at the discretion of the supervisor or director if there is a situation where additional time is not warranted). The SFHA will provide the voucher holder with a new RLA and other appropriate forms. Under no circumstances will the total search time increase under the term of the voucher due to tolling.

6.5 APPROVAL TO LEASE A UNIT

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

A. The unit is eligible;

B. The unit is inspected by the Housing Authority and passes HQS;

C. The lease is approvable and includes the language of the tenancy addendum;

D. The rent to owner is reasonable;

E. The family's share of rent does not exceed 40% of their monthly adjusted income;

F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

G. The family continues to meet all eligibility and screening criteria.

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

The lease term may begin only after all of the following conditions are met:

A. The unit passes the Housing Authority HQS inspection;

B. The family's share of rent does not exceed 40% of their monthly adjusted income;

C. The landlord and tenant sign the lease to include the HUD required addendum; and

D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Upon receipt of the signed contract, lease, the HUD required tenancy addendum, and all required documentation verifying ownership of the property, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

6.6 SFHA DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

D. The owner has engaged in drug-related criminal activity or any violent criminal activity;

E. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

F. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by tenants, SFHA employees or owner employees; or

2. residences by neighbors;

G. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 Program;

C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

D. College or other school dormitories;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and

G. 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.

The SFHA will not approve a lease for any of the following special housing types:

A. Congregate housing

B. Group homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing (except under special programs)

The SFHA will approve leases for the following housing types:

A. Single family dwellings

B. Apartments

C. Manufactured housing

D. Manufactured home space rentals

E. House boats

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, by giving owner a 30 day notice in accordance with the lease agreement. The SFHA will issue the family a new voucher if the family does not owe the SFHA or any other Housing Authority money, has not violated a Family Obligation, and if the SFHA has sufficient funding for continued assistance.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Voucher Program, the SFHA will allow the family to move to a new unit if:

A. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or

B. The tenant has given notice of lease termination (in accordance with lease agreement).

C. Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstance will the SFHA allow a participant to improperly break a lease. Under extraordinary circumstances the SFHA may consider allowing more than one move in a 12-month period.

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the SFHA's jurisdiction, will be required to attend a mover's briefing prior to the SFHA executing a new HAP contract on their behalf.

This briefing is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income;

E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the SFHA's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the SFHA a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the SFHA will not be considered for a transfer.

A family who gives notice to terminate the lease must mail the notice to the landlord or his agent. The family will be required to provide a copy of the lease termination notice to the SFHA.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE SFHA

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the SFHA at the time the family first submits its application for participation in the program to the SFHA may lease a unit anywhere in the jurisdiction of the SFHA or outside the SFHA jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the SFHA at the time of its application, the family will not have any right to lease a unit outside of the SFHA jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the SFHA.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the SFHA will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

8.2 INCOME ELIGIBILITY

A. Admission

An applicant family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the SFHA jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority (the Receiving Housing Authority) with jurisdiction in the area where the family leases a unit must issue the family a voucher or administer the voucher on behalf of the SFHA and enter into a billing arrangement.

8.4 PORTABILITY PROCEDURES

A. When the SFHA is the Initial Housing Authority:

1. The SFHA will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. Family must submit a “Request for Transfer” form.

3. The SFHA will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

4. The SFHA will advise the family how to contact and request assistance from the Receiving Housing Authority.

5. Upon approval by the receiving PHA, the SFHA may FAX or hand carry (by family) portability documents to the receiving PHA.
[The SFHA will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and any related verification information.]

B. When the SFHA is the Receiving Housing Authority:

1. The SFHA will brief the family on the process that takes place to exercise portability. The SFHA conduct a new re-examination of income and review with the family all the documents from the Initial Housing Authority. The SFHA will determine the voucher bedroom size for the portable family in accordance with the SFHA’s subsidy standard.
2. The family must submit a Request for Tenancy Approval for an eligible unit within the term of the voucher issued by the Initial Housing Authority.
3. The SFHA accepts the Initial Housing Authority voucher during lease-up process. Upon approval of the unit and family move-in, the SFHA will then issue a voucher to the family.
4. In order to provide tenant-based assistance for portable families, the SFHA will perform all Housing Authority program functions according to the SFHA's policy and procedures. At any time, either the Initial Housing Authority or the SFHA may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
5. The SFHA shall notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a Request for Tenancy Approval within the term of voucher.

C. Absorption by the SFHA

1. If funding is available under the consolidated ACC for the SFHA's Voucher Program when the portable family is received, the SFHA will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the SFHA's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

   a. As the Initial Housing Authority, the SFHA will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

   b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the SFHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the SFHA subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The gross 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 the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is 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. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is

reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, 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 gross amount of periodic amounts 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 amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

   a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

      i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

      ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

   b. Imputed Welfare Income:
      If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare

requirements and/or had not committed an act of fraud. If a family's grant is reduced due to fraud, the family is able to secure additional income which must be reported to the Housing Authority, but will not affect the tenant rent until the additional source and amount of income raises the tenant portion to a level above the Imputed Welfare Income.

c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Meals on Wheels or other programs that provided food for the needy; groceries provided by persons not living in the household.

C. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

D. Lump-sum additions to family assets, such as inheritances, cash from sale of assets, one-time lottery winnings, insurance payments (including payments under health and accident insurance and worker's compensation), and settlement for personal or property losses;

E. Amounts received by the family that is specifically to offset the cost of equipment and services to keep a developmentally disabled family member at home;

F. Income of a live-in aide;

G. Grants or other amounts received specially for auxiliary apparatus or service for a handicapped person; Medical expenses; set aside for use under a Plan To Attain Self-Sufficiency (PASS) and excluded for SSI eligibility; out of pocket expenses for participation in publicly assisted programs and only to allow participation in

these programs-These expenses include special equipment, clothing, transportation, child care, etc.

H. The principal portion of the payments received on mortgages or deeds of trust;

I. The full amount of student financial assistance paid directly to the student or to the educational institution;

J. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

K. Amounts received under training programs funded by HUD;

L. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

M. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

N. Temporary, nonrecurring, or sporadic income (including gifts);

O. 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;

P. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

Q. Adoption assistance payments in excess of $480 per adopted child;

R. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

S. 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;

T. Loans;

U. Reimbursement of child care to the family by persons not living in household;

V. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits;

These exclusions include:

1. The value of the allotment of food stamps;

2. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);

3. Payments received under the Alaska Native Claims Settlement Act

4. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes

5. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs-Includes any winter differentials given to elderly;

6. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs, career intern programs);

7. Income from the disposition of funds of the Grand River Band of Ottawa Indians

8. The first $2000 per capita received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe;

9. Amount of scholarships awarded 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, or veterans benefits;

10. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program)

11. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.)

12. Payments received under the Maine Indian Claims Act of 1980

13. The value of child care under the Child Care and Development Block Grant Act of 1990

14. Earned income tax credit refund payments

15. Payments for living expenses under the AmeriCorps Program

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent

B. $400 for any elderly family or disabled family

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

H. Child care expenses;

The SFHA will annually survey childcare providers in the community, public agencies providing childcare support, and other agencies that maintain childcare information to determine the parameters for reasonable childcare expenses for various age groups up to the child's 13th birthday.

10.0 VERIFICATION

The SFHA will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the SFHA or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When third party verification cannot be obtained, the SFHA will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the SFHA has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the SFHA will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the SFHA will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
	Letter from broker or holding	Stock or most current

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
Stocks	company	statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
	pocket expenses incurred in order to participate in a program	

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

All applicants and participants shall be required to verify their noncitizenship status pursuant to Section 3.C.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the SFHA will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within 90 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After October 1, 1999, the SFHA will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority or HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain the services of a rental survey company to determine the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information regarding the value of their property at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the SFHA and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Voucher Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The SFHA will review its determination of the payment standard annually after publication of the FMRs. The SFHA will consider 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 of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. 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. The SFHA may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 Selecting the Correct Payment Standard for a Family

A. For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family unit size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in a HUD approved exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.

C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

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

11.5 ASSISTANCE AND RENT FORMULAS

A. Minimum Family Contribution

The Minimum Family Contribution is equal to the highest of:

1. 10% of monthly income

2. 30% of adjusted monthly income

3. Minimum rent

4. The welfare rent

Plus any rent above the payment standard.

B. Minimum Rent.

The SFHA has set the minimum rent as $ 25. However, if the family requests a hardship exemption, the SFHA will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary of long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:

   a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;

   b. When the family would be evicted as a result of the imposition of the minimum rent requirement;

   c. When the income of the family has decreased because of changed circumstances, including loss of employment;

   d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

e. When a death has occurred in the family.

2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.

3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Housing Choice Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

a. The initial Payment Standard for Preservation units is:

i. The new rent being charged by the owner for the participating family subject to rent reasonableness.

2. Minimum Family Contribution

a. The Minimum Family Contribution is the greater of:

ii. The gross rent (including utility allowance) of the family at the time of the Preservation action; or

iii. Thirty percent (30 %) of the family's adjusted household income.

b. Preservation Voucher size shall be based on the SFHA's subsidy standards indicated in Section 6 of this Administrative Plan. Overhoused families must make an effort to move into an appropriately sized unit in the project. If more families must relocate than there are available units for, the SFHA shall determine the order of priority in which families must move. If a unit does not exist, the family shall remain in the larger unit and the payment standard is the gross rent for the oversized unit.

The family may only receive the subsidy for the oversized unit for one year from the Preservation event. After the one year period, the normally applicable payment standard shall be used and the family can remain in the unit if they can afford to pay the difference out of pocket.

c. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. The new family unit size must be used to determine the payment standard.

3. The SFHA will pay a monthly housing assistance payment on behalf of the family that equals the gross rent for the unit minus the great of:

a. 30 percent of the adjusted family income;

b. 10 percent of the family gross monthly income

c. The welfare rent in as-paid states;

d. The enhanced Voucher Minimum Family Contribution; or

e. Such other minimum rent established by the SFHA as authorized by Federal law in 24 CFR Section 5

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

   a. Rent to the owner for the manufactured home space;

   b. Owner maintenance and management charges for the space; and

   c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

   a. The payment standard minus the Minimum Family Contribution; or

   b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority may approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the SFHA a late payment, agreed to in the Contract and in accordance with generally accepted practices in the City and County of San Francisco jurisdiction.

11.8 CHANGE OF OWNERSHIP

The SFHA requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the SFHA's rent payment or the address as to where the rent payment should be sent.

In addition, the SFHA requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Recorded grant deed or Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number.

New owners will be required to execute the assumption of HAP contract form, IRS form W-9, Lead based paint certification, and verification of non-related tenancy form. The SFHA may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The SFHA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS are met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The SFHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the SFHA will only schedule one more inspection. If the family misses two inspections, the SFHA will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the SFHA will perform:

A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.

C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.

E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

G. Quality Control Inspection – Supervisory or other designated quality control inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, the SFHA will take prompt and vigorous action to enforce the owner obligations. The SFHA's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The SFHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the SFHA and the SFHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any SFHA approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, SFHA may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

   a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

   b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

   c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any SFHA approved extension).

3. If the family has caused a breach of the HQS, the SFHA will take prompt and vigorous action to enforce the family obligations. SFHA may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

b. The bathroom must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

c. The bathroom must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

a. The kitchen area must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

a. The kitchen area must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The kitchen area must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent

overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

b. The roof must be structurally sound and weather tight.

c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1

milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

f. The requirements in this paragraph apply to:

i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

i. Within the unit;

ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior

chewable surfaces in accordance with the methods set out in paragraph k of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

i. A defective paint surface shall be treated if the total area of defective paint on a component is:

(1) More than 10 square feet on an exterior wall;

(2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iv. During exterior treatment soil and playground equipment must be protected from contamination.

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke

detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

f. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

N. The SFHA will utilize the acceptability criteria as outlined above with applicable State and local codes.

12.4 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The SFHA will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the SFHA to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the SFHA will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the SFHA will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.

3. Non-emergency items must be completed within 30 days of the initial inspection.

4. For major repairs, the owner will have up to 30 days or as approved by the SFHA to complete.

D. Extensions

At the sole discretion of the SFHA, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 30 days, or the designated additional time periods approved by SFHA after the initial inspection date, SFHA will abate the rent. If the noted repairs are not corrected within the 6-month abatement effective date, the SFHA shall cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted by SFHA upon good cause shown.

12.5 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

F. Broken lock(s) on all entry and assessable windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

J. Unusable toilet when only one toilet is present in the unit

K. Security risks such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety

12.6 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

When the deficiencies are corrected, the SFHA will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the SFHA will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AS WELL AS PARTICIPANT'S RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the SFHA has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

A. In the Voucher Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.

B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.

C. No damage claims will be paid under either program for HAP contract executed on or after October 2, 1995.

13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The SFHA will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the SFHA to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The SFHA will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Voucher Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the SFHA immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the SFHA within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

13.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the SFHA. This shall be done by either paying the full amount due immediately upon the SFHA requesting it or through a Repayment Agreement that is approved by the SFHA.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant may be terminated from the program. The participant retains the right to request an informal hearing.

14.0 RECERTIFICATION

14.1 ANNUAL REEXAMINATION

At least annually the SFHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The SFHA will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the SFHA will determine the family's annual income and will calculate their family share.

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any 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 and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

14.1.2 Re-examination by mail

The SFHA's Section 8 program will complete a minimum of 30% of re-examinations by mail.

All first time re-examinations must be completed at the SFHA's Section 8 office unless requested as a reasonable accommodation by a disabled individual.

All seniors or disabled persons may request their re-examinations completed by mail after the first year.

Mailing procedures

1. A detail explanation of the mailing procedures will be included in the mail out package
2. All appropriate forms will be sent for the family's signature
3. A self addressed stamped envelop will be enclosed in the packet for returning all forms
4. The families have 15 days to return the form

After receiving all documentation the SFHA will determine the family's annual income and will calculate their family share.

14.1.3 Effective dates of interim re-examinations of rent

Income changes must be reported within 30-days. Changes that decrease the amount of rent payment made by the participant will be made effective the first of the month following the receipt of the notice to SFHA. However, this provision will not apply and no retroactive changes will be made if the notice of the change is not reported timely.

Changes that increase the amount of payment made by the tenant will be effective at the time of the annual re-examination.

If the annual re-examination is less than 30 days away the change will take effect on the first day of the second month following the date in which the change occurs.

If a family had requested a rent adjustment due to a loss of income (i.e. losing a job, going on unemployment or disability) where the rent was adjusted downward the first of the month following the receipt of written notice, and if this same family begins working again or the income is increased due to other sources (i.e. social security), the rent may be increased following a minimum 30-day written notice to the family.

For families moving from welfare to work the increase in rent will not become effective for at least 6 months regardless of the annual re-examination date.

An interim re-examination will not be required if the participant requests to move to a new unit within 60 days of the last annual re-examination.

Errors made by the SFHA will not adversely effect the participant. Errors that resulted in overpayment of rent by the participant will be reimbursed to the participant. Errors by the SFHA that resulted in underpayment of rent by the tenant will not result in a retroactive payment from the tenant. The change in rent will be made effective the first of the second month following notice to the participant and owner.

As stated in the Quality Housing and Work Responsibility Act (QHWR) of 1998. Income changes resulting from welfare program requirements. 1) If a family's welfare benefits are lowered due to the family's failure to comply with program requirements the HA must not reduce the family's rent. 2) HA's are not to consider a loss of benefits due to the expiration of lifetime time limits as a failure to comply and the HA must lower the tenant's rent. 3) If the family's benefits are reduced because of fraud the HA must not lower the rent.

14.1.4 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the SFHA taking action to terminate the family's assistance.

14.2 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will be required to report any increase in income or decreases in allowable expenses between annual reexaminations. However adjustments in tenant portion may not be made until the annual reexamination in accordance with paragraph Sub Section 14.1.3 above.

Families are required to report the following changes to the SFHA between regular reexaminations. These changes will trigger an interim reexamination.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit.

C. Family break-up

In circumstances of a family break-up, the SFHA will make a determination of which family member will retain the voucher, taking into consideration the following factors:

1. To whom the voucher was issued.

2. The interest of minor children or of ill, elderly, or disabled family members.

3. Whether the assistance should remain with the family members remaining in the unit.

4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the SFHA will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the SFHA will make determinations on a case by case basis.

The SFHA will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Adding the new member to the lease requires the landlord's approval. The individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The SFHA will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the SFHA will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the SFHA will take timely action to process the interim reexamination and recalculate the family share.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the SFHA may

schedule special reexaminations every 90 days until the income stabilizes and an annual income can be determined.

14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE SFHA

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

A. If the family violates any family obligations under the program.

B. If a family member fails to sign and submit consent forms.

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the SFHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

D. If any member of the family has ever been evicted from public housing.

E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

F. If any member of the family commits drug-related criminal activity, or violent criminal activity.

G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

I. If the family has not reimbursed any Housing Authority 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.

J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

N. Have a family member who is illegally using a controlled substance or abuses alcohol, or engages in any other criminal activity which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The SFHA may waive this requirement if:

1. The person demonstrates to the SFHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The household member who engaged in drug-related criminal activity or alcohol abuse and behavior that interfered with the health and safety or right to peaceful enjoyment of the premises by other residents is removed from the family household composition;

4. The person has otherwise been rehabilitated successfully as determined by the SFHA based on evidentiary supporting material; or

5. The person is participating in a supervised drug or alcohol rehabilitation program.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, AND INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

The SFHA will investigate and respond to complaints by participant families, owners, and the general public. The SFHA may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The SFHA will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the SFHA decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The SFHA will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the SFHA subsidy standards.

2. A SFHA determination not to approve an extension or suspension of a voucher term.

3. A SFHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A SFHA determination that a unit selected by the applicant is not in compliance with HQS.

5. A SFHA determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the SFHA.

C. Informal Review Process

The SFHA will give an applicant an opportunity for an informal review of the SFHA decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the SFHA other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the SFHA decision.

3. The SFHA will notify the applicant of the SFHA's decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the SFHA will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the SFHA provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The SFHA will give a participant family an opportunity for an informal hearing to consider whether the following SFHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and SFHA policies:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the SFHA utility allowance schedule.

   c. A determination of the family unit size under the SFHA subsidy standards.

   d. A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the SFHA subsidy standards, or the SFHA determination to deny the family's request for an exception from the standards.

   e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the SFHA policy and HUD rules.

g. Denial of Assistance on the Basis of Ineligible Immigration Status.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the SFHA will give the opportunity for an informal hearing before the SFHA terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The SFHA will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the SFHA.

2. General policy issues or class grievances.

3. Establishment of the SFHA schedule of utility allowances for families in the program.

4. A SFHA determination not to approve an extension or suspension of a voucher term.

5. A SFHA determination not to approve a unit or lease.

6. A SFHA determination that an assisted unit is not in compliance with HQS. (However, the SFHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A SFHA determination that the unit is not in accordance with HQS because of the family size.

8. A determination by the SFHA to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the SFHA will notify the family that the family may ask for an explanation of the basis of the SFHA's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the SFHA will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The SFHA and participants will adhere to the following procedures:

1. Discovery

   a. The family will be given the opportunity to examine before the hearing any SFHA documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the SFHA does not make the document(s) available for examination on request of the family, the SFHA may not rely on the document at the hearing.

   b. The SFHA will be given the opportunity to examine, at the SFHA's offices before the hearing, any family documents that are directly relevant to the hearing. The SFHA will be allowed to copy any such document at the SFHA's expense. If the family does not make the document(s) available for examination on request of the SFHA, the family may not rely on the document at the hearing.

      Note: The term document includes records and regulations.

2. Representation of the Family

   At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

   a. The hearing will be conducted by any person or persons designated by the SFHA, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the SFHA hearing procedures.

4. Evidence

The SFHA and the family must have 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.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly 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.

6. Effect of the Decision

The SFHA is not bound by a hearing decision:

a. Concerning a matter for which the SFHA is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the SFHA hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the SFHA determines that it is not bound by a hearing decision, the SFHA will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing

Authority may permit the other members of a participant family to continue receiving assistance. The Housing Authority may terminate assistance or suspend the family from the Section 8 program for a period deemed appropriate by the hearing officer.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the SFHA will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

The participant family may request that the SFHA provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the SFHA. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

   The family may terminate the lease without cause upon proper notice to the owner and to the SFHA after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner.

   a. The owner may terminate the lease during its term and in accordance with the provisions of the Rent Ordinance for the following reasons:

      i. Serious or repeated violations of the terms or conditions of the lease;

      ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

      iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

      iv. Any drug-related criminal activity on or near the premises;

      v. Other good cause. Other good cause may include, but is not limited to:

         (1) Failure by the family to accept the offer of a new lease;
         (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or to renovate the unit,

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the SFHA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the Contract

a. If the SFHA terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

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

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the SFHA

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

c. The unit is larger than appropriate for the family size or composition under the Housing Choice Voucher Program.

d. When the family breaks up and the SFHA determines that the family members who move from the unit will continue to receive the assistance.

e. The SFHA determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

f. The owner has breached the contract in any of the following ways:

i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the SFHA to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The SFHA Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to ($5,000) for authorized expenditures.

Any item(s) exceeding ($5,000) will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the SFHA against costs associated with any judgement of infringement of intellectual property rights.

20.0 SFHA OWNED HOUSING

Units owned by the SFHA and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the SFHA will do the following:

A. The SFHA will make available through the briefing process both orally and in writing the availability of SFHA owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

B. The SFHA will obtain the services of an independent entity to perform the following SFHA functions:

   1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the SFHA.

   2. To assist the family in negotiating the rent.

   3. To inspect the unit for compliance with HQS.

C. The SFHA will gain HUD approval for the independent agency/agencies utilized to perform the above functions

D. The SFHA will compensate the independent agency/agencies from our ongoing administrative fee income.

E. The SFHA, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after October 1, 1999, the SFHA will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Over-FMR Tenancy

If the SFHA had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Voucher Tenancy

If the SFHA had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

D. Regular Certificate Tenancy

The SFHA will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The SFHA will give at least 120 days written notice of such termination to the family and the owner, and the SFHA will offer the family the opportunity for continued tenant-based assistance under the voucher program. The SFHA may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

22.0 HOME OWNERSHIP OPTION

The Section 8 Home Ownership Assistance (HOA) Program final rule implements an amendment to the regulations for the Section 8 tenant-based rental voucher program at 24 Code of Federal (CFR) part 982, and is added as a new "special housing type," under Subpart M. The amendments implement Section 8(y) of the United States Housing Act of 1937, as amended by Section 555 of the Quality Housing and Works Responsibility Act of 1998. Section 8(y) authorizes a Public Housing Agency (PHA) to provide tenant based assistance for an eligible family that purchases a dwelling unit that willbe occupied by the family. Homeownership assistance offers a new option for families that receive Section 8 tenant based assistance.

The San Francisco Housing Authority (SFHA) hereby establishes and shall administer the HOA program in accordance with the rules and regulations outlined in the 24 CFR Section 982. Following are the policies and procedures for the operation of the SFHA HOA Program that will govern the operation of the HOA program for the SFHA and are included in the Section 8 Administrative Plan.

The SFHA shall establish a Home Ownership Advisory Committee to assist with the development of the SFHA's HOA program to include representatives from the following agencies:

San Francisco Mayor's Office of Housing
San Francisco Redevelopment Agency
San Francisco Housing Development Corporation
Bank of America Community Reinvestment
San Francisco Board of Realtors
Housing Conservation and Development Corporation
Federal Home Loan Bank of San Francisco

The SFHA shall add additional representatives to the Committee as assessments are made to ascertain the effectiveness of this working group.

22.1 FAMILY ELIGIBILITY AND QUALIFICATION

To qualify for the HOA program a family must meet the following eligibility criteria:

1. A family must meet the requirements for admission to or continued participation in the SFHA tenant-based Section 8 Housing Choice Voucher Program
2. Must be a "First Time Home Buyer". To qualify as a First-time homeowner the family must meet one of the following definitions:
   - the assisted family may not include any person who owned a "present ownership interest" in a residence of any family member during the three years before the commencement of homeownership assistance for the family
   - A single parent or displaced homemaker, who while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse
   - Cooperative Members. Residents of limited equity cooperatives are eligible for the home ownership option. A family that owns or is acquiring shares in a cooperative is considered a first time home buyer, as the rule allows assistance for a family that already owns cooperative shares before commencement of Section 8 homeownership assistance, not just for a family that acquires cooperative shares for the first time with the support of such assistance. (Title to a mobile home is not considered as a home ownership for purposes of this option).

3. At least one or more of the family members who will purchase the home must be employed on a full-time basis for a minimum of twelve consecutive months prior to the application to participate in the HOA program. The minimum employment income is equal to 2000 hours at the federal minimum wage. Employment must be for not less than an average of 30 hours per week. The employment requirement does not apply to a family that includes an elderly or disabled person, or to families that include a disabled person, if granting such an exemption is needed as a reasonable accommodation. The minimum employment requirement will only be applied to determine initial eligibility and at each time the family requests to move with continued HOA. Or, in the case of a family member who will purchase the interest of the home of another family member who has ownership interest in the home.

   For eligibility purposes, the SFHA shall count the welfare income of an elderly or disabled.

4. Successive and breaks of employment lasting for more than a thirty (30) day period shall be reviewed by the SFHA on a case by case basis.

5. The head of household must be a member of the Section 8 Family Self Sufficiency (FSS) program for a minimum period of at least one year, including the development of an Individual Training and Service Plan, and are meeting the obligations of their FSS contract. Or the family may be a former member of the FSS program who has successfully completed the program. Upon acceptance into the HOA program, the family is required to re-enter the FSS program. Upon re-entry, the family will not have to meet

the minimum two year FSS requirement before they are allowed to enter the HOA program, but must have completed the development of their FSS Individual Training and Services Plan. The family will be required to meet all other obligations and pre requirements of the HOA program. Elderly and disabled persons are exempt from the requirement to participate in the FSS program, but are not prohibited from participation.

6. The family cannot include members who have defaulted on a mortgage obtained while in a HOA program. Any family that has previously defaulted on a mortgage obtained in the HOA program is permanently barred from participation in the HOA program.

7. The family is in "Good Standing" with the SFHA. Good Standing is defined as a family who does not have a debt with the SFHA or another Housing Authority. Before approval to enter the HOA program the family must re-pay all outstanding debts to the SFHA or other Housing Authority.

8. A family that has failed to establish a repayment agreement on a debt with the SFHA, or has failed to honor an established repayment agreement with the SFHA, or an other Housing Authority, shall be required to satisfy the debt before the family is allowed to enter the HOA program.

9. If a family is an existing member of the FSS program and develops a debt with the SFHA, the family shall not be allowed to enter the HOA program until it has paid the debt in full. If the debt is a result of fraudulent activity on the part of the family member who has executed an FSS Contract of Participation, the SFHA, the family will be terminated from the FSS program and forfeit any escrow saved.

22.2 SFHA HOA PROGRAM SIZE

The SFHA shall initially operate a HOA program of fifty households, and shall increase the program size at its sole discretion. The program size shall not exceed five percent of the SFHA's total tenant-based Housing Choice Vouchers.

22.3 OUTREACH

The SFHA shall utilize the following outreach efforts to inform potential HOA program participants and organizations involved in the home purchase field:

a) Information workshops for prospective participants.
b) Information workshops for Lenders, Realtors, community-based and other applicable organizations.
c) Development of brochures, letters, memos and flyers for prospective program participants
d) A Homeownership Program Fact Sheet will be included in the tenant information packet during Section 8 program briefings. The Fact sheet shall include a description of the HOA program, minimum program requirements and an application section to join the FSS program.

e) Fact Sheets/FSS applications shall be provided to Section 8 participants during their annual re-certifications.
f) Brochures about the HOA program will be placed in local consumer credit counseling agency offices, check cashing facilities, banks, mortgage companies and other applicable organizations who are working in cooperation with the SFHA.

22.4 HOME OWNERSHIP COUNSELING

Prior to approval of participation in the HOA program, each family must attend and satisfactorily complete Home Buyer Education Counseling, offered by a HUD approved counseling agency and/or the SFHA. Minimum pre-assistance counseling includes the following:

A. Credit counseling
B. Money management and budgeting
C. How to negotiate the purchase price of a home
D. How to get home ownership financing (pros & cons of different financing)
E. How to find a home (including information about homeownership opportunities, schools, and transportation.
F. Real Estate settlement procedures
G. Fair Housing and local fair housing agencies
H. How to avoid and identify predatory lending and high risk loans.

22.5 FAMILY OBLIGATIONS AND CONTINUED ASSISTANCE REQUIREMENTS:

The family must execute a Statement of Family Obligations. In the statement, the family agrees to specific obligations, rules and requirements of the HOA program as follows:

22.5.1 OCCUPANCY OF THE HOME

HOA assistance will be paid while the family is residing in the home. If the family moves out of the home, the SFHA will not continue HOA payments beyond the month the family moved out. The family or lender is not required to refund to the SFHA the HOA payment for the balance of the month the family moved out.

22.5.2 COMPLIANCE WITH THE MORTGAGE

1. The family must comply with the terms of the mortgage securing debt incurred to purchase the home, and any refinancing of such debt.
2. The family must obtain written approval from the SFHA before securing any refinance or equity loan.
3. During the time the family receives home ownership assistance, no family member may have any ownership interest in any other residential property.

22.5.3 PROHIBITION AGAINST CONVEYANCE OR TRANSFER OF THE HOME

a. So long as the family is receiving HOA, they may not sell, convey or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home. If the family chooses to sell the home to another family member, they must inform the SFHA of their intent prior to the sale, and receive written consent from the SFHA before commencing with any sale, refinance or transfer of interest. The family is required to provide the SFHA with applicable documentation related to any sale, refinance, or transfer.

Upon the death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, HOA assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of the title by operation of the law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members. The family is required to inform the SFHA of the decedent's death within fourteen (14) days if its occurrence.

22.5.4 THE FAMILY MUST PROVIDE THE SFHA WITH THE FOLLOWING INFORMATION

a. Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default, and information on any satisfaction or payment of the mortgage debt;
b. Any sale or other transfer of any interest in the home.
c. The family's homeownership expenses. During each annual re-certification, the family is required to document that it is current on mortgage, insurance and utility payments.

22.6 RELOCATION – SEE PORTABILITY

The family is prohibited from moving more than once in a twelve-month period. The family will be required to participate in pre or post-counseling prior to re-housing if more than two years have passed since the family initially entered the HOA program, or if significant HOA regulation changes have occurred that might affect the family's continued eligibility.

22.7 NOTICE OF MOVE-OUT AND MORTGAGE DEFAULT

The family must notify the SFHA of its intent to move out of the home by supplying the SFHA with an advanced written thirty-day notice.

The family will notify the SFHA in advance if any family member who owns, in whole or in part, any ownership interest in the home moves out.

The family must notify the SFHA if the family defaults on a mortgage securing any debt incurred to purchase the home within fourteen days of default.

22.8 CHANGES IN FAMILY INCOME/HOUSEHOLD COMPOSITION

The Family must inform the SFHA of any changes in the sources and amounts of family income and notify the SFHA of any changes in the family composition within fourteen (14) days of the change.

1. The family must comply with the obligations of the HOA program.
2. The family must not sublease or assign the property.
3. No family member may commit fraud, bribery or any other corrupt or criminal act in connect with the program.
4. No family member must participate in illegal drug or violent criminal activity.

22.9 COMPLIANCE WITH THE FAMILY SELF SUFFICIENCY (FSS) PROGRAM

The family must comply with the terms and requirements of the FSS program and their FSS Contract of Participation. Elderly and disabled persons are exempt from the requirement to participate in the FSS program, but are not prohibited from participation.

22.10 ONGOING COUNSELING

The family must participate in SFHA or it's designee offered home ownership counseling on at least an annual basis for the first five years the family participates in the HOA program, and each time the family moves, with continued assistance, within the jurisdiction of the SFHA.

22.11 FAMILY SEARCH AND HOME PURCHASE

22.12 HOMEOWNERSHIP PROGRAM BRIEFING

The family shall attend a briefing about the HOA program. At a minimum, the briefing will include the following subjects:

a) A detailed explanation of the HOA and how it differs from the Section 8 rental assistance program.
b) Information about HUD approved homebuyer education counseling programs, and the conditions for satisfactorily completion and verification of attendance.
c) Issuance of the HOA voucher.
d) A list of some types of loans that are approved for use with the HOA program
e) An explanation of how SFHA assistance portion is calculated
f) A fact Sheet to potential lenders explaining the HOA program
g) A list of required documents the family must provide to the SFHA to include the following:
    1. Verification of funds for the family's 3% initial down payment investment.
    2. A copy of the contract of sale and purchase.
    3. A copy of the professional home inspection report.
    4. A copy of the pest report for home to be purchased, where available.
    5. A copy of the home purchase closing documents.

h) A statement of family obligation and responsibility.
i) Other related documents as deemed necessary by the Housing Authority.

22.13 HOA VOUCHER TIME LIMITS AND EXTENSIONS

The family shall be issued a Voucher for an initial period of sixty (60) days. If the family has not found a home to purchase within the initial (60) day period, the family may be granted an additional (60) days. If all necessary loan approvals, home inspections and escrow closing do not occur within the second (60) day period, the family may submit a written request for an extension for an additional (60) days to the Housing Authority. The combined maximum period cannot exceed six months. Any further extension will be at the discretion of the Section 8 Program Administrator or his assignee. The family may at any time during the six months period decide to cancel their HOA voucher and maintain their Section 8 tenant-based rental assistance status.

If the family has executed a contract of sale and fails to complete the sale for reasons other than those beyond their control, such as not securing a loan, the home fails inspections, or the sellers' failure to meet the conditions outlined in the contract of sale, the family's HOA participation request may be withdrawn by the SFHA. If a withdrawal occurs, the family will be required to wait one year before it will be allowed to participate in the HOA program.

22.14 NEW VOUCHER HOLDER

The SFHA reserves the right to restrict HOA to current Section 8 participants. New voucher holders will be given information about the HOA program for future consideration, but will not be allowed to participate in the HOA program until they have maintained residency within the city and county of San Francisco as a Section 8 participant for at least one year.

Extensions on the time to locate a home shall be approved at the discretion of the Leased Housing Administrator or his appointee on a case by case basis.

22.15 MINIMUM FAMILY DOWN-PAYMENT/EQUITY REQUIREMENT

The Family must contribute a minimum of 3% of the purchase price of the home with income taken from the family's personal resources.

Not more than two and a half (2.5%) percent of the 3% down-payment may be advanced from the family's FSS escrow account. A family may combine personal savings along with an amount from their FSS program escrow account to accumulate the total 3% downpayment.

The family must be able to demonstrate to the satisfaction of the SFHA that it has the 3% minimum on deposit with a banking, savings and loan or other financial institution, or in an FSS program escrow account. Documents that may be acceptable forms of verification may include the following:

1. Checking/savings account statements for the last three months.

2. An FSS escrow account balance report or letter.

Finance Requirements and Loan Affordability

The family is responsible for securing their own loan financing for participation in the HOA program. All loans must comply with secondary mortgage market underwriting requirements. If the loan is financed with FHA mortgage insurance such financing is subject to FHA mortgage insurance requirements. The SFHA reserves the right to review lender qualifications, loan terms, or other debt to determine that the debt is affordable. The family must provide the SFHA with a copy of their loan documents for approval by the SFHA prior to an offer to purchase or execution of a contract of sale. The loan document must include the names of all persons that are party to the loan.

If a mortgage is not FHA insured, the SFHA will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, California Finance Agency (CFA), the Federal Home Loan Bank or other private lending institutions.

The family's loan finance terms must be approved by the SFHA prior to the close of escrow and before the family executes a contract of sale. The SFHA will determine the family's affordability of their finance terms, taking into account other family expenses including, but not limited to, childcare, un-reimbursed medical expenses, transportation cost, education and training expenses.

22.16 LOAN RESTRICTIONS

The SFHA has identified that certain types of funding sources are considered high risk and could work towards the detriment of the family's successful participation in the HOA program. Following are some of the types of loans and financing that are not approved for use with the HOAO program:

1. Balloon Payments.
2. Variable rate loans without a maximum ten percent interest rate cap.
3. Fixed rate loans with interest rates exceeding 10% percent.
4. Loans including other persons other than those listed in the family HOA application with the SFHA.
5. Seller financed loans (Exemption to this provision will be reviewed on a case by case basis).
6. Other types of loans that come to the attention of the SFHA that demonstrate a high risk factor - to be decided on a case by case basis.

There is no prohibition against using local or State Community Development Block Grant (CDBG) or other subsidized financing in conjunction with the HOA program.

22.17 CONTRACT OF SALE

1. A family must execute a purchase agreement or contract of sale with the owner of the property to be purchased. The exception is in the case of cooperative members, with existing cooperative shares.

2. All purchase agreements or contract of sale must include a provision for the SFHA to inspect the property, in addition to an inspection of the home by a licensed professional home inspector. The contract must state that the purchaser is not obligated to purchase the home unless such inspections are satisfactory to the SFHA.

3. The contract must include language stating that the purchaser is not obligated to pay for any necessary repairs without SFHA approval.

4. The contract must include language stating that the purchaser is not obligated to purchase the home if the mortgage finance terms are not approved by the SFHA

5. The contract must contain a seller certification that the seller is not debarred, suspended, or subject to limited denial of participation, under 24 CFR part 24.

22.18 LOAN DISAPPROVAL

The SFHA reserves the right to determine if the family's finance terms to secure a mortgage are acceptable under the HOA program. The SFHA decision to deny a loan shall be based on the following:

a. The loan terms are considered high risk, ie balloon payment,
b. Includes a variable interest rate with a cap exceeding ten percent.
c. The family income, combined with housing assistance, is insufficient to cover all housing costs.
d. The loan or purchase contract has terms and conditions that are burdensome and inconsistent with the HOA program rules and objective.

In the event of an appeal of the decision by the family, the Leased Housing Administrator or his assignee will review the decision.

During the initial HOA program briefing the family will receive a list of certain types of loans that are not approved for use with the HOA program. However, in the event a family secures a loan type that has been categorized as "unapproved," the Housing Authority will take the following action:

1. The family will be issued a Notice of Loan Disapproval. The notice will state the reason for the disapproval, and inform the family that they must seek another type of financing.
2. The time between submission of the loan documents and the disapproval will not be counted against the family time to find a home under the HOA program.

22.19 SELECTING REALTORS AND AGENTS

The family shall be responsible for selecting their own real estate agents, inspectors and representatives. The SFHA will not direct a family to any specific sales representatives, lenders, mortgage companies or real estate agents.

The SFHA will maintain on site data/information about real estate lenders, sales agents, down-payment programs and more which the family may choose to use at their discretion. The SFHA has established the cooperation of the following public and private organizations, which the family may choose to use at their discretion:

1. San Francisco Mayor's Office Housing and Community Development:
   Down Payment Assistance (DALP) Program
   Mortgage Credit Certificate (MCC) Program
   1st Time Home Buyer Program
   Mayor's Condominium Resale Program
2. San Francisco Consumer Credit Counseling Agency
3. San Francisco Housing Development Corporation
4. Bank of America
5. San Francisco Redevelopment Agency

22.20 TYPE OF HOME AND PERMITTED OWNERSHIP ARRANGEMENTS

The SFHA must determine that the home is eligible. A family approved for HOA may purchase the following type of home within the City and County of San Francisco:

1. New or existing home;
2. Single family home;
3. Condominium;
4. Home under construction;
5. Cooperative;
6. A home within the jurisdiction of another Housing Authority, providing the receiving Housing Authority is operating a HOA program;
7. The home is a one-unit property. Homes with investment potential will not be approved for use in the HOA program;
8. The home passes a Housing Quality Standards Inspection.

The following "Special Housing Types" are not allowable for use in the HOA program.

a. Congregate Housing;
b. Group Homes;
c. Shared Housing;
d. Cooperative Housing (excluding families that are not cooperative members);
e. Manufactured Homes;
f. Single Room Occupancy Units.

The HOA may be utilized in two housing types

1. A unit owned by the family where one or more family members holds title to the home;
2. A cooperative unit where one or more family members hold membership shares in the cooperative.

22.21 HOME INSPECTIONS

Two kinds of physical inspections are required in the homeownership option in addition to and separate from any lender required inspections:

1. A Housing Quality Standard (HQS) inspection by the Housing Authority. The HQS inspection does not include an assessment of the adequacy and life span of the major building components, building systems, appliances and other structural components. However the inspection will indicate the current physical condition of the unit and any repairs necessary to ensure that the unit is safe and otherwise habitable.
2. An independent professional home inspection. The inspection must cover the major building systems, including the foundation, structure, plumbing, electrical and heating systems, the interior and exterior, and roof.

The home inspector cannot be an employee or contractor of the SFHA. The home inspector chosen by the family must be a member of the American Society of Home Inspectors (ASHI) or the American Association of Professional Home Inspectors (AAPHI). The SFHA shall maintain a database listing of membership for both the ASHI and the AAPHI for the family's use.

The home shall be inspected by the SFHA on an annual basis for the first two years of participation in the HOA program. Thereafter, no annual inspection will be completed by the SFHA.

The professional home inspection must be requested and paid for by the family and a copy of the inspection report must be provided to the SFHA

The sources of funds for family payment of the home inspection may be a source other than family savings.

22.21.1 REVIEW/APPROVAL AND DISAPPROVAL OF THE HOME INSPECTION REPORT

The SFHA will review the professional inspection report to determine whether repairs are necessary prior to purchase and to generally assess whether the purchase transaction makes sense in light of the overall condition of the home and the likely cost of repairs and capital expenditures.

If the Housing Authority HQS inspection report and the professional Inspector's report reveals that the home meets satisfactory standards and there are no deficiencies that cannot be corrected prior to sale, the SFHA shall take the following action:

1. Provide the family with a notice of inspection approval, and instruct the family to proceed with the home purchase process.

If the Housing Authority HQS inspection report and/or the Inspector's report reveals costly defects in the home, the SFHA shall take one or more of the following actions:

1. Review the report with the family to discuss whether it is feasible to have the necessary repairs completed prior to sale. If the family and the SFHA agree that such repairs would be feasible, the SFHA will outline those defects, as noted in the inspection reports that must be corrected prior to sale, within a specific time frame for correction. Upon correction of the defects, the SFHA will complete a follow-up HQS inspection. The family will be required to follow up with the professional Inspector to review the corrections on their behalf. The family must provide the SFHA with a copy of the follow-up home inspection report.
2. Disapprove the unit for assistance because of the major physical problems and substantial correction cost and provide the family with a Notice of Disapproval. The notice will state the reason for the disapproval, and inform the family that they must withdraw their offer on the home and search for another home to purchase. The time period between the HQS inspection and the disapproval will not be counted against the family.
3. All defects and repairs must be completed at least two weeks prior to the purchase close date.

22.22 TERM OF HOMEOWNERSHIP ASSISTANCE

Except for elderly and disabled families, HOA assistance may only be paid for a maximum period of 15 years if the initial mortgage incurred to finance the purchase of the home has a term of twenty years or longer. In all other cases, the maximum term is ten years.

The maximum term for homeownership assistance does not apply to an elderly family or disabled family.

In the case of an elderly family, this exception is only applied if the family qualifies as an elderly family at the commencement of HOA.

In the case of a disabled family, the exception applies if at any time during receipt of home ownership assistance the family qualifies as a disabled family.

If, during the course of HOA, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date HOA commenced. However, such a family must be provided at least 6 months of HOA assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive Section 8 HOA.

The maximum term applies to any member of the family who:

1. Has an ownership interest in the unit.
2. Is the spouse of any member of the household.

22.23 AMOUNT AND DISTRIBUTION OF MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENTS

The family's Section 8 monthly home ownership assistance payment will be the lower of (1) the Section 8 voucher payment standard minus the Total Payment or (2) the monthly home owner expenses minus the Total Tenant Payment.

The payment standard for the family is the lower of

(1) The payment standard for the family unit size; or
(2) The payment standard for the size of the home

The payment standard is established at one of the following points:

1. Commencement of home ownership assistance for occupancy of the home; or
2. The most recent regular reexamination of the family income and composition since the commencement of home ownership assistance for occupancy of the home.

The SFHA does not establish a separate payment standard for assistance under the HOA.

Home ownership expenses include principal and interest on the mortgage debt, refinancing charges of the mortgage debt, taxes and public assessments, insurance, maintenance allowance expenses, majors repairs and replacements will be based on recommended allowances provided by a SFHA designee.

The monthly HOA payment will be made directly to the lender on behalf of the family. An exception to this provision will be made on a case by case basis, and will be approved only when direct lender payments have been determined to be unacceptable by the lender from whom the family has received their mortgage financing.

If the family's income increases to a level that it is no longer eligible to receive a home ownership assistance payment, eligibility for such payments will continue for 180 calendar days. At the end of a continuous period of 180 days without any assistance payments, eligibility for Home ownership assistance will automatically terminate.

22.24 DETERMINATION OF EXPENSES AND CREDITS

The amount of assistance shall be determined by the SFHA based on an adjusted voucher credit calculation in consideration of the following costs to the family:

a. Principal and interest on the initial mortgage debt and any mortgage insurance premium incurred to finance purchase of the home and any refinance of such debt.
b. Real estate taxes and public assessments on the home.
c. Homeowners' insurance.
d. The SFHA maintenance, major repairs and replacements allowance schedule.
e. The SFHA utility allowance schedule.

Home ownership expenses for a cooperative member will include:

1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home.
2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt or other mortgage debts.
3. Homeowners' insurance
4. SFHA allowance for maintenance expenses, including major repairs and replacement
5. The SFHA utility allowance schedule.

22.25 COOPERATIVE MEMBERS

The SFHA may provide HOA to a family who is a member of a cooperative and who owns or is acquiring membership shares in the cooperative.

A cooperative is defined as: Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in the management of the housing.

A cooperative member is defined as: A family of which one or more members owns membership shares in a cooperative.

Memberships shares is defined as: Shares in a cooperative. By owning such cooperative shares, the share owner has the right to reside in a particular apartment in the cooperative, and the right to participate in management of the housing.

The cooperative member must meet the basic minimum eligibility criteria established by the SFHA, including minimum income and employment requirements for at least one or more of the family members that owns or is acquiring membership shares.

The SFHA shall require an HQS inspection prior to commencement of HOAO assistance. If the unit fails inspection, the SFHA will employ its standard inspection follow up procedures related to the HOA program. (See inspections). A cooperative member is exempt from the requirement to obtain a professional home inspection.

The SFHA shall make HOA payments directly to the cooperative on behalf of the cooperative member.

The cooperative family is not required to maintain continued affordability for lower income families after transfer of the members' interest.

All other requirements, policies and procedures of the HOA program shall apply to cooperative members.

22.26 RECAPTURE

The SFHA will recapture a percentage of the homeownership assistance upon the sale or refinancing of the home. Proceeds invested in the purchase of another home are exempt from recapture. At the time of purchase, the family must execute documentation that secures SFHA's right to recapture the homeownership assistance. The lien securing the recapture may be subordinated to a refinance agreement or silent loan down-payment assistance. The amount of home ownership assistance subject to recapture shall automatically be reduced in increments of ten percent per year, over a ten year period.

In the case of the sale of the home the recapture shall be in an amount equaling the lesser of:

1. The amount of home ownership assistance provided to the family adjusted to reflect the automatic reduction; or
2. The difference between the sales price and the purchase price of the home minus:

a) The cost of any capital expenditures.
b) The cost incurred by thefamily in the sale of the home, such as sales commission and closing costs;
c) The amount of the difference between the sales price and purchase price that is being used, upon sale, toward the purchase of a new home under the HOA; and
d) Any amounts they have previously recaptured.

22.26.1 RECAPTURED AMOUNT FOR REFINANCING

In the case of refinancing, the recaptured amount shall be an amount equaling the lesser of:

1. The amount of homeownership assistance provided to the family-adjusted to reflect the automatic reduction; or.
2. The difference between the current mortgage debt and the new mortgage debt minus:
   a) The cost of capital expenditures;
   b) The cost incurred by the family in the refinancing of the home, such as closing costs; and
   c) Any amounts that have been previously recaptured as a result of refinancing.

22.26.2 USE OF SALE PRICE IN DETERMINING RECAPTURED AMOUNT

The recaptured amount shall be determined using the actual sales price of the home, unless the sale is for an identity-of-interest transaction. The SFHA shall establish a sale price based on the fair market value.

22.27 LEASE –PURCHASE AGREEMENT

HOA assistance may be provided to a family that previously occupied a unit under a lease-purchase agreement. A lease-purchase agreement is a lease/rental agreement between a property owner and a tenant with the objective of the tenant to purchase/take title to the leased/rented property by a specified time. In most cases, the monthly rent includes an amount referred to as a homeownership premium, which is an increment of value attributable to the value of the lease purchase right or agreement such as an extra monthly payment to accumulate a down-payment or reduce the purchase price.

If a family who holds a Section 8 voucher, or is currently receiving rental assistance under the Section 8 rental assistance program would like to enter into a lease-purchase agreement with the property owner, the family may do so. However, the family will not be subject to the HOA regulatory requirements until the family is ready to exercise the HOA program option. At that time the SFHA will determine if the family is eligible for HOA program.

Lease purchase agreements are considered rental, and all the normal tenant-based Section 8 rental rules are applicable. Therefore, the SFHA will not make a housing assistance payment for a lease-purchase unit that may exceed the amount that would be paid on behalf of the family if the rental unit were not subject to a lease-purchase agreement.

Any homeownership premium, or extra monthly payment towards a down payment related to the lease-purchase agreement must be absorbed by the family. Families are permitted to pay any extra amount out of pocket to the owner for purchase-related expenses. Therefore, when the SFHA determines whether or not the rent on a lease-purchase agreement is reasonable, any homeowner premium is excluded.

The family must meet all of the initial HOA program eligibility criteria before being approved to enter the HOA program. Therefore, if the family purchases or takes title to the home before receiving approval to participate in the HOA program, the family will be determined ineligible to participate in the HOA.

When a family who has leased a unit under a lease-purchase agreement is approved for participation in the HOA program, and chooses to exercise the HOA program for that unit, the family must complete the following:

a) Meet all initial eligibility criteria for participation in the HOA program.
b) Complete homeownership counseling.
c) Secure mortgage financing and obtain approval of the finance terms by the SFHA.
d) Arrange for an independent professional home inspection and provide the SFHA with a copy of the inspection report.

Upon approval to enter into the HOA program, the lease/purchase family will be processed pursuant to the established HOA procedures outlined in this plan.

22.28 PORTABILITY

A family that is determined eligible for homeownership assistance may opt to exercise their right of portability under the HOA program to an area outside of the SFHA's jurisdiction if the receiving PHA is administering an HOA program and is accepting new families into their HOAO program.

The receiving PHA may absorb the HOA program family or bill the SFHA for the HOA program assistance using the normal portability billing process.

When moving to another county, a family must adhere to the receiving PHA's administrative policies. The family is required to attend a briefing and counseling sessions required by the receiving PHA. The receiving PHA, not the SFHA will determine whether the financing for and the physical condition of the unit are acceptable.

A family cannot exercise portability to a county that does not have an HOAO program, or is not accepting new participants.

When a family decides to exercise portability the SFHA will take the following steps:

a. Contact the receiving PHA to determine if it is operating an HOA program and if they are accepting new participants. If the receiving PHA does have a HOA program and they are accepting new participants, the SFHA will complete the following task:
    1. Notify the family that the receiving PHA does have a HOA program and is accepting new participant.
    2. Complete a review and verification of all family income, and request recent documentation to verify such income.
    3. Submit a letter of portability to the receiving PHA; copies of family data including documentation of all sources of income, copies of social security cards, birth certificates, bank statements and other necessary information needed to assist the receiving PHA in determining the family's HOA assistance amount.
    4. Submit to the receiving PHA a copy of the family's 50058 family summary report
    5. Submit a letter of intent to the receiving PHA of their intent to absorb the family or bill the SFHA
    6. Establish an account with the receiving PHA if a determination is made that they will not absorb the family into their HOA program.

22.29 MOVING WITH CONTINUED HOA ASSISTANCE

If a family chooses to move to another home with continued assistance from the HOA program, they must meet the statutory employment and minimum income requirements. If a family cannot meet the statutory employment and minimum income requirements, the family will be denied permission to move with continued HOAO assistance.

22.30 SFHA DENIALS TO MOVE WITHCONTINUED ASSISTANCE

The SFHA may exercise the right to deny a family continued assistance when it relocates for one or more of the following reasons:

a. Lack of funding: The SFHA may deny permission to move with continued voucher assistance if the SFHA does not sufficient funding to provide continued assistance.
b. If a family has not met its family obligation as outlined in the HOAO program Statement of Family Obligation.
c. If the family has committed fraud in connection with the HOAO program.
d. If the family has defaulted on a FHA insured mortgage, they will not be able to receive rental assistance, but may re-apply to the Section 8 program. The SFHA, will deny the family permission to move with continued voucher assistance unless the family demonstrates:
    1. The family has conveyed title to the home, as required by HUD, to HUD or to HUD's designee; and
    2. The family has moved from the home within the period established or approved by HUD and/or the SFHA.

22.31 SWITCHING FROM HOA TO RENTAL ASSISTANCE:

The SFHA may allow a family to switch from the HOA program to the Section 8 Rental Assistance Program. The family must meet the following criteria for determination of transfer:

a. The family has not defaulted on a loan with the HOA program
b. The family has met all of its obligations while participating in the HOA program.
c. The family vacates the home and conveys the title to the appropriate designee or representative. The family must sign a Conveyance Acknowledgement Notice, indicating the requirement to completely transfer and convey the property, and failure to do so will result in termination of their rental assistance if such assistance has commenced.

If the family is approved for transfer from the HOA program to rental assistance, the SFHA will issue the family a rental voucher, and the family will complete the normal voucher home search process. During the period the family is searching for a renal unit, and, if no mortgage default has occurred, the SFHA will continue to provide the family with HOA.

If the family fails to transfer or convey the property, the SFHA will not provide the family with rental assistance. If a rental assistance lease has commenced, the SFHA will terminate the family's Section 8 Voucher and rental assistance payments.

A family member who owns an interest in the home cannot split and receive both HOA assistance and rental assistance concurrently. Other family members must apply to the Section 8 wait list.

22.32 SFHA DENIALS TO PARTICIPATE IN THE HOAO PROGRAM

The SFHA reserves the right to deny or terminate the assistance for the family, and will deny voucher rental assistance for the family, in accordance with HUD regulations governing any failure to comply with the family obligations, mortgage default, failure to demonstrate that the family has conveyed title to the home as required, or if the family has moved from the home within the period established or approved. A family may be denied participation in the HOA program for the following reasons:

1. It does not meet the minimum employment and income requirements.
2. They family has defaulted on a loan with the HOA program.
3. The family is not complying with their family obligation on the Section 8 rental assistance program.
4. The Family has committed fraud in connection with the Section 8 rental assistance program.
5. The family has an outstanding debt with the SFHA or another Housing Authority.

22.33 TERMINATIONS

The SFHA may terminate a family from the HOA program for one or more of the following reasons:

1. The family has defaulted on a loan with the HOA program.
2. The family has not complied with the requirements of the HOA program, and have failed to maintain their family obligations as required.
3. The family has committed fraud in connection with the HOA program.
4. The family has committed fraud in connection with the FSS Program.
5. If the family moves from the home without prior consent of the SFHA.
6. The family request to be withdrawn from the HOA program.
7. The family moves outside of the jurisdiction of the SFHA, and has entered the HOA program of another Housing Authority.
8. A family member engages in violent or criminal activity or uses the home for illegal, illicit or immoral purposes.
9. In accordance with HUD requirements.

If the SFHA proposes to terminate a family's HOA, the family has the right to request an Informal Hearing to appeal the decision to terminate, as outlined in this administrative plan. (See Informal hearings)

22.34 INFORMAL HEARINGS

The SFHA will provide the opportunity for an informal hearing to program participants who are being terminated from the program because of the family's action/failure to act. The SFHA will send the family a written notice outlining the reasons for the decision to terminate, including notification that the family may request an informal hearing within fourteen days from the date of the notice. Assistance to the family will continue until all appeal and hearing processes have

been completed.

When a participant requests a hearing, the SFHA will schedule the hearing promptly and notify the participant of the date and time of the hearing. Prior to the hearing the family will be given the opportunity to review their file and any documents that were instrumental in the decision to terminate their assistance. The family may request copies of documents relating to the termination and will be required to pay the SFHA a nominal fee for such copies. The SFHA must be given the same opportunity to examine any family documents that are directly related to the hearing and to copy them at its own expense.

A hearing 0fficer designated by the SFHA will conduct the hearing. This person will be someone other than the person who made the decision to terminate, or that supervises the person who made the decision. The family may retain a lawyer or other representative, at their own expense. The family will be given the opportunity to present evidence and to question any witness. The hearing officer will issue a written decision within 30 days, stating the reasons for the decision.

22.35 STATEMENT OF NON DISCRMINATION

The SFHA will administer and operate the Home Ownership Assistance Program without regard to race, religion, color, or creed, sex or sexual orientation, family status or national origin. Reasonable conveniences will be afforded to any person with disabilities, that otherwise qualify for the program; provided that such assistance does not cause undo financial and/or administrative burdens to the SFHA.

The SFHA will administer the Home Ownership Assistance Program in accordance with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and current statutory and regulatory rules governing Section 8 Programs.

23.0 MISCELLANEOUS

23.1 SPECIAL PURPOSE FUNDING

Occasionally, HUD will provide Section 8 voucher funding for a specific purpose. The SFHA has received allocations of special funding for the following categories:

- Homeless/Robert Wood Johnson

  This was a demonstration program for homeless families which is no longer active. However families admitted under this program continue to receive Section 8 subsidies. No new families shall be admitted.

- Aftercare Program

  This is a formerly State-run Program targeted to senior and disabled families who are receiving support services which enable families to work towards independent living.

Applicants are referred from community based agencies who provide services to the applicants and have executed Memorandums of Understanding with the SFHA.

The SFHA maintains a separate waiting list for these applicants pursuant to the regulatory agreement executed by the State of California to establish the Aftercare subsidy program at the local jurisdiction with the same guarantees and restrictions that existed for the State-run Aftercare Program.

Selection from the waiting list is based on date and time of application. The Aftercare Program has 195 subsidies set aside for housing families from this waiting list. MOUs are currently in place with the following agencies:

- Goldman Institute on Aging
- Golden Gate Regional Center
- State Department of Rehabilitation/Community Mental Health Services
- Independent Living Resource Center
- Department of Human Services Adult Services-In Home Support Services

- Earthquake Victims

  As a result of the Loma Prieta Earthquake of 1989, HUD issued a special set aside for subsidies targeted to families who were displaced by the Loma Prieta Earthquake. These units are located in the Senator Hotel, the Ritz Hotel, Iroquois Hotel, and South Park Residence. These units, primarily Single Room Occupancy (SRO) units, are filled by separate waiting lists permitted under the Moderate Rehabilitation Single Room Occupancy Program. Applications are accepted by Community Housing Partnership, TNDC, and Caritas Management Corporation at set locations, dates and times. When vacancies come available, the owners of these sites refer the next qualified candidate to the SFHA for Eligibility determination and certification.

  Applications can be submitted to the following locations when open:

  - Ritz Hotel — Currently Closed
  - Senator/Iroquois Hotels — Tuesdays — 1P.M. – 3 P.M.
  - South Park Residence — Currently Closed

  SFHA shall post notices in their Section 8 office when notified of an impending open application period for any of these lists.

- Geneva Towers Relocation

  This relocation effort has been completed and is no longer accepting new referrals

- Veterans Affairs Supportive Housing (VASH)

  This program is targeted to Veterans in need of affordable housing who are working with the Veterans Administration Support Services Program. Eligible applicants are placed on a VA administered waiting list and referred to the SFHA for eligibility determination and Certification whenever a spot opens up in the Program. Interested

applicants must contact the VASH Coordinator at the Veterans Administration Medical Center located at 4150 Clement Street, San Francisco for consideration to be placed on the waiting list.

- Mainstream Program

  This program provides Vouchers targeted exclusively to non-elderly disabled persons from the Section 8 wait list. The SFHA currently has 75 Vouchers assisted under the Mainstream Program.

- 1915 (C) Waivers

  Fair Share NOFAs in FY 1999 and FY 2000 provided incentive points in the scoring of applications for Housing Authorities willing to set aside at least 3 % of the awarded Voucher s for providing assistance to applicants eligible for benefits under the State's 1915 (C) Waiver Program. San Francisco's Goldman Institute on Aging is the only agency authorized to provide benefits under the 1915 (C) Waiver Program. The SFHA has contract with the Goldman Institute on Aging to assist it in identifying and certifying eligible participants for the 1915 (C) Waiver Program. The SFHA has committed a minimum of 54 subsidies to assist elderly persons live independently.

- HOPE VI Relocation/Replacement

  Public Housing sites which receive HOPE VI grants are eligible to issue the tenants in the awarded development Section 8 Vouchers to relocated to private housing during the rehabilitation period. Families are referred in collaboration with the SFHA relocation team assembled to facilitate the HOPE VI process.

- Conventional Public Housing Priority Transfers

Generally, when special funding is provided by HUD, instructions will be issued on the initial and subsequent use of the funding. The SFHA will administer the special funding in accordance with the HUD instructions.

23.2 FUNDS ISSUED TO FAMILIES LIVING IN A SPECIFIC PROJECT OR DEVELOPMENT

HUD may issue vouchers to relocate families living in a Public or Assisted Housing project or development. These families must apply under the Section 8 programs, but since the purpose of the funding is for targeted families living in a specific project, and who qualify for special consideration e.g., priority transfers, the families need not be placed on the Section 8 waiting list. These families will qualify for immediate assistance as special admissions under 24 CFR 982.203 *Special admission (non-waiting list): Assistance targeted by HUD*. Examples of this type of assistance include the Geneva Towers relocation and the HOPE VI Relocation.

23.3 ASSISTING FAMILIES EXPERIENCING ILEGAL DISCRIMINATION

It is the policy of the SFHA to comply fully with all federal, state and local anti-discrimination laws. The SFHA will not discriminate against any individual or family because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference, age, disability, handicap, military status, source of income, marital status, presence of children in a household, or because an individual has or is suspected of having Acquired Immune Deficiency Syndrome (AIDS).

During briefing sessions, families are provided with a HUD brochure, Fair Housing- It's Your Right, and a form HUD-903, Housing Discrimination Complaint. If an applicant or participation requests assistance, the SFHA will provide help in completing this form and forwarded it to the California State HUD Office of Fair Housing and Equal Opportunity.

For complaints involving state and local laws, the SFHA will refer the applicant or participant to the appropriate state or city offices. If available, the SFHA will provide forms for filing discrimination complaints to state or city offices.

23.4 FAMILY BREAK-UPS

In the event of a family break-up by divorce or legal separation, the SFHA will determine which of the remaining family members will continue to receive the Section 8 voucher. The SFHA determination will be made based on the following priorities:

1. Mutual agreement of the family members. All adult family members must sign a mutual agreement form
2. A court stipulated determination of which household retains the assistance
3. The interest of minor children or of ill, elderly or disabled family members
4. The interest of family members who are victims of actual or threatened physical violence directed against a family member by a spouse or other member of the applicant household. Certification from the local police department, a social service agency, court of proper jurisdiction, or clergy, physician or facility that provides shelter or counseling to the victims of domestic violence will be required to verify the domestic violence
5. The continued use of the assistance in the current unit
6. Head-of-household.

The family must notify the SFHA, in writing, within 14 days of the action causing the break-up and request a determination of the assignment of the assistance. The SFHA may schedule a meeting with the family members to discuss the assignment.

If the family breaks-up only one Section 8 assistance will continue to be paid. Additional Section 8 vouchers will not be issued to accommodate the other family members.

However, the other family members may apply for assistance in accordance with the provisions of part A of this Admin Plan.

23.5 SPLIT HOUSEHOLDS PRIOR TO VOUCHER ISSUANCE

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household
2. Which family unit retains the children or any disabled or elderly members
3. Restrictions that were in place at the time the family applied
4. Role of domestic violence in the split
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "displaced due to domestic violence" preference.

23.6 MULTIPLE FAMILIES IN THE SAME HOUSEHOLD

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

23.7 JOINT CUSTODY OF CHILDREN

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

24.0 REPAYMENT AGREEMENTS

Section 8 participants may incur debts to the SFHA as a result of failure to accurately report income and family composition, for charges due under the lease that are paid by the SFHA and, under the certificate program, payments for units vacated in violation of the lease. Section 8 landlords may also incur a liability as a result of overpayment of HAP. The SFHA may, at its sole discretion, initiate a termination action, require repayment in a lump sum or allow the debtor to execute a promissory note to repay the debt over a period of time. The SFHA will take into consideration the amounts owed and the likelihood that the debtor will repay the debt before approving a repayment plan.

24.1 PARTICIPANTS

When a debt from a participant is established, the SFHA will determine whether there are other outstanding repayment agreements. If there are and the participant is not current on all payments, the SFHA will not execute a new repayment agreement. The participant will be required to pay the debt in full in order to continue to receive assistance from the SFHA. If there are no outstanding repayment agreements or if an agreement exists, the participant is current on all payments and the participant has adequate resources, the SFHA will allow the participant to enter into a promissory note to repay the new debt. The SFHA will require repayment over a twelve month period, with an initial payment of no less than 25 percent of the amount owed and eleven additional monthly payments over the remaining period. For debts in excess of $1,000, the SFHA will consider a repayment agreement over eighteen months, with an initial payment of no less than 25 percent of the amount owed and seventeen additional monthly payments over the remaining period. The promissory note will specify the amounts and due dates of the payments.

Participants are expected to make all payments on a timely basis unless prior arrangements are made with the SFHA due to circumstances beyond the control of the participant. Upon the failure of the participant to make a payment, the SFHA will send a reminder notice requesting payment within five calendar days. If there is no response or a second payment is missed, the SFHA may send a letter demanding full payment of the outstanding amount. If a full payment is not received, the SFHA may initiate a termination of assistance action. The SFHA may periodically employ a collection agency to collect debts from terminated participants.

24.2 APPLICANTS

Applicants who owe money to any SFHA housing program or to any other Public Housing Agency (PHAs) will be required to repay the amount in full prior to receiving a voucher.

24.3 OWNERS/LANDLORDS

In situations where a contract is not canceled in the system on a timely basis, the owner may receive HAPs for periods for which he or she are not entitled. This results in amounts that are due back to the SFHA.

If the landlord has a current contract in the system, an entry will be made in the system to adjust the overpayment against subsequent HAPs, provided that the amount of overpayment can be repaid within two months. However, if the amount will take longer than two months to repay, or if the overpayment cannot be offset against subsequent HAPs, an invoice will be generated to the landlord with the amount due to the Housing Authority immediately.

24.4 OWNERS AND FAMILY DEBTS

This section discusses SFHA's policies regarding the collection of debts from owners and families, specifically the assessment of debts and method of recovering monies owed to the SFHA.

Assessment of Debt:

The SFHA shall obtain documentation and related information to support the debt. The SFHA will conduct an analysis of the debt for accuracy and the method of calculation of the amount due in a clear format.

Method of Recovering Debts:

The SFHA will make every effort to collect outstanding debts including the following means:

- Adjustment of overpayment against subsequent HAPs for current owners(s).
- Balance Due Notice for a lump-sum payment or execution of a promissory note.
- Second notice
- Final notice
- Legal Action
- Use of collection Agencies
- Credit bureau

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.*)*.
Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family: A family is two or more persons sharing residency whose income and resources are available to meet the family's needs, and who are either related by blood, marriage or operation of law, or who have evidenced a stable family relationship over a period of time (not less than one year).

Family includes but is not limited to:

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;

c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937Act)*

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Minimum Family Contribution (MFC):

(1) Minimum family contribution is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $3000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or 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.

Net family assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

   "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, or

   In the case of an individual who attained the age of 55 and is blind and unable by reason of such 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."

b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

   (1) is expected to be of long-continued and indefinite duration,

   (2) substantially impedes his or her ability to live independently, and

   (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

   "Severe chronic disability that:

   (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

(2) is manifested before the person attains age 22;

(3) is likely to continue indefinitely;

(4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP): [Please see Minimum Family Contribution (MFC):]

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the

unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)

(2) Documentation, such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
MFC	Minimum Family Contribution
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

San Francisco Housing Authority

Leased Housing Division

Administrative Plan
Section 8 Project-Based Voucher Program

Revised Draft FY2003

SECTION 8 PBV ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the San Francisco Housing Authority (SFHA) to comply 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, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the SFHA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the SFHA will provide Federal/State/local information to applicants for and participants in the Section 8 Project-Based Voucher (PBV) Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the SFHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The SFHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The SFHA will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the SFHA PBV program and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the SFHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the SFHA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

SFHA policies for implementation of reasonable accommodations as outlined in Section 1.3 and 1.4 of the Section 8 Program Administrative Plan apply to the PBV Program.

1.3 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The SFHA will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages may be accommodated:

- Spanish
- Chinese
- Samoan
- Russian
- Vietnamese

1.4 FAMILY OUTREACH

The SFHA will publicize the availability and nature of the Section 8 PBV Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, newspaper serving other ethnic populations including non-English publications and by other suitable means. The SFHA will also try to utilize public service announcements.

The SFHA will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

I.5 PROJECT-BASED VOUCHER PROGRAM LIMIT

The PBV Program cannot exceed 20 percent of the total number of budgeted units under the SFHA's Housing Choice Voucher Program.

1.6 CONSISTENCY WITH THE PHA PLAN

The PBV shall be consistent with the goals and objectives of the SFHA Annual Plan. Each Plan shall have a statement of the number of PBV units, general locations and how Project-Basing units will be consistent with the SFHA Plan.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice.* The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

In accordance with State and Federal Constitutional protections, the SFHA will respect the privacy of information relating to applicants, participants, and tenants in SFHA programs. Accordingly, personal information is deemed private and confidential and will

be released only by authorization of the SFHA PBV Administrator and written consent of the affected party or by court subpoena.

It is important to note that the privacy policy is applicable to the release of participant information and not the gathering and use of information necessary to ensure eligibility and compliance with program regulations. Except, as required by federal regulations, solicited by the SFHA unless directly attributed to carrying out the responsibilities of the agency.

1.8 REQUIRED POSTINGS

The SFHA will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 PBV Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. Address of all SFHA offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

1.9 Definitions

Existing Housing – For purposes of the PBV Program, an existing unit is a unit which, at the time of written notice of selection of the project for PBV assistance, requires less than $1000.00 in rehabilitation including its prorated share of work to be done to common areas and systems to meet HQS.

De-concentration Requirement – All new assistance under the PBV Program must be for units located in census tracts with poverty rates of less than 20 percent.

Twenty-Five Percent Maximum – No more than 25 % of the units in any PBV project may receive assistance excepted as noted below.

- Single family dwellings (four or fewer units)
- Dwellings specifically designated for elderly
- Dwellings specifically designated for disabled families (as defined by HUD in 24 CFR 5.403 (b).
- Families receiving supportive services as defined by HUD

1.10 Inclusionary Clause

Notwithstanding the contents of this PBV Administrative Plan, for all areas not specifically addressed by this plan the Section 8 Administrative Plan shall govern as a supplement to Part 983 of 24 CFR.

2.0 UNIT SELECTION CRITERIA

2.1 INVITATION FOR PROPOSAL

Invitations for proposals to participate in the Project-Based Voucher (PBV) Program will be advertised in a newspaper of general circulation and other ethnic newspapers in the San Francisco Community once a week for three consecutive weeks. The San Francisco Housing Authority (SFHA) will accept applications for at least thirty (30) days from the last day of said publication. The advertising will be in the following newspapers:

1. San Francisco Chronicle/Examiner
2. The Sun Reporter
3. Ethnic newspapers published in Chinese, Spanish, Vietnamese and Russian.

The advertisement will state the number of units available for the Project-Based Program and whether the competition is for rehabilitation, new construction or existing units. In addition, the advertisement shall summarize the unit selection policy for the units to be assisted. Pursuant to publication of HUD's final rule for the PBV Program, availability of units under the Existing Housing option may be advertised in separate advertisements.

2.2 SFHA SELECTION PROCESS:

For the rehabilitation aspect of the program, the (SFHA) has a preference for projects in non-impacted areas or areas targeted by the City of San Francisco to be revitalized and provide more rehabilitation spending per unit than the minimum $1,000.00 per unit. This preference does not apply to new construction projects. Ranking criteria will be outlined in the advertisement announcing the availability of PBV units. The SFHA is looking for owners with experience in construction or rehabilitation and property management that are also able to demonstrate a solid financial commitment for the project and offer a partnership with supportive services. Moreover, units will be expected to meet and/or exceed accessibility standards for the disabled

2.3 RECEIVING AND SCREENING PROPOSALS

When Project-Based proposals are received, the date of receipt will be marked on each proposal and a proposal number assigned to it. Essential information will be logged on the appropriate control log, and a file folder will be established for each proposal. Clearly ineligible proposals will be rejected at this point.

If more proposals are received than can possibly be funded, a priority system for processing the remaining proposals will be established. The categories will be:

- Rejected
- Selected for Processing

Two types of criteria will be used to place proposals in the appropriate category. They are Requirements and Rankings. If a proposal fails to meet a requirement, it is clearly ineligible and will be rejected. A system of rankings will be used to determine which proposals will be processed immediately. Projects scoring the highest number of points in the ranking process shall be given priority for consideration.

2.4 REQUIREMENTS

If the following requirements are not met, proposals will be rejected:

a) The project under consideration must meet HUD goals for deconcentration of poverty in determining areas in which to place subsidized units. All projects must be within Eligible Census Tracts, as defined by HUD, as having poverty rates below 20 unless permitted by HUD by waiver authority.

b) No more than 25 % of the dwelling units in a building may have project-based assistance. Dwelling units in single-family properties (four or fewer units) and dwellings specifically designated for elderly and/or disabled families are exempt from this limitation. Dwelling units with families who receive support services will also be exempt after rulemaking defines supportive services.

c) The proposed property must be eligible for the PBV Program. The following types of units are not eligible for participation in the program:

- Owner occupied units;
- Housing for which the construction/rehabilitation has started prior to Agreement execution; Except for Existing Housing Projects
- Manufactured homes;
- Shared Housing; Nursing homes; and facilities providing continual psychiatric, medical, nursing services, board and care or intermediate care;
- Units within the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- Housing located in the Coastal Barrier Resources System designated under the Coastal Barrier Resources Act;
- Housing located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
    1. The community in which the area is situated is participating in the National Flood Insurance Program; or

2. Less than a year has passed since FEMA notification regarding such hazards; and
3. The HA will ensure that flood insurance on the structure is obtained in compliance with Section 102(a) of the Flood Disaster Protection Act of 1973

- College or other school dormitory
- Public Housing units owned by the SFHA;
- Units subsidized by any other Section 8 assistance (tenant-based or project-based);
- A unit subsidized with any State or local rent subsidy;
- A Section 236 project or a unit subsidized with Section 236 rental assistance payments
- A Rural Development Administration Section 515 project;
- A unit subsidized with rental assistance payments under section 521 of the Housing Act of 1949;
- Housing assisted under former Section 23 of the U.S. Housing Act of 1937 (before amendment by the HCD Act of 1974)
- A Section 221 (d)(3) project;
- A project with a Section 202 loan;
- A Section 202 project for non-elderly persons with disabilities (Section 162 assistance);
- Section 202 supportive housing;
- Section 811 supportive housing;
- Section 101 rent supplement projects;
- A unit subsidized with tenant-based assistance under the HOME Program; or Any unit with other duplicative Federal, State or local housing subsidy, as determined by HUD. For this purpose, "housing subsidy" does not include welfare payments, a social security payment received by the family or a rent reduction because of a tax credit.

d) Proposed contract rents must not exceed 110% of the established Fair Market Rents as published by HUD, including any area wide exception payment standard if applicable.

e) The proposed site must meet certain site and neighborhood standards specified in the Code of Federal Regulations, (24CFR 983.6). Although it will not be possible to determine compliance with all of the standards until an inspection is completed. This provision does not apply to Existing Housing Projects.

   Generally, the proposed site should not be isolated from social, recreational, educational, commercial and health facilities and services that are at least equivalent to those typically found in neighborhoods consisting of unassisted housing.

f) Owners must provide a relocation plan regarding temporary displacement (no permanent displacement allowed). Current occupants of units to be assisted must appear to be eligible for Section 8 assistance. Therefore, if the units to be assisted are

occupied by over-income tenants, the proposal calls for a reduction in the total number of units in a fully occupied building, or if the families to be assisted are living in units which are not suitable to family size, the project generally will be rejected or partially assisted. (Rehabilitation and Existing Only) Relocation provisions for minimizing displacement do not apply to Existing Housing Projects.

The project must meet Uniform Relocation Act requirements as follows:

Temporary relocation will not exceed 12 months and every tenant will be given 30 days written notice regarding any relocation along with a copy of the approved relocation plan. Tenants must be provided with alternative housing which is safe, decent and sanitary and receive reimbursement from the owner for reasonable out-of-pocket expenses incurred in connection with the temporary relocation. Such expenses include moving costs to and from temporary housing, increases in monthly housing costs and increases in utility costs.

If the owner can demonstrate that permanent displacement can be prevented by allowing over-income tenants to remain in unassisted units or ineligible tenants to be housed in a suitably sized unit in the same building or complex, the proposal may still be accepted.

Any preliminary determination of a family's eligibility during the initial screening process will be based on unverified information provided in the owner's proposal.

g) The owner must be able to certify that no tenant has been required to move during the past 12 months except for good cause. If the SFHA has documentation that tenants have been forced to move without good cause, the proposal will be rejected. "Good Cause" includes tenant non-compliance with the lease or failure to carry out tenant obligations under any state and local landlord-tenant law. This information should be submitted with the proposal. (Rehabilitation and Existing Only)

   If the owner submitting the proposal has not owned the property for the last 12 months, this certification may be limited to owner's actions during ownership and with respect to acquiring the property.

h) The owner must provide acceptable evidence of site control (a copy of the deed, purchase option, contract of sale or other documents acceptable to the SFHA as proof of ownership). The SFHA may reject a proposal if adequate evidence of site control is not provided.

i) Owners must submit the proposed contract rent per unit, including an indication of which utilities, services and equipment are included in the rent, and which are not included. For those utilities that are not included in the rent, an estimate of the average monthly cost for each unit type for the first year of occupancy must be submitted. The SFHA may reject a proposal at the initial screening stage if the proposal appears clearly unfeasible because the current rents substantially exceed the Section 8 Existing Housing Payment Standard Rent Limits.

If the owner is willing to accept lower rents, the owner may appeal the proposal rejection.

j) The owners must submit a completed HUD form No. 2530 - Previous Participation Certification and resumes for all principal participants.

k) Housing to be assisted under the PBV Program must be modest in design. Amenities must be limited to those amenities, as determined by HUD, that are generally provided in unassisted, decent, safe and sanitary housing for lower income families in the market area. The use of more durable, high-quality materials to control or reduce maintenance, repair and replacement costs is not considered an excess amenity.

l) Acceptable amenities are range/oven, refrigerator, disposal, vent fan, carpet/drapes, laundry (coin), underground garage, and solar heat/hot water.

m) Before any property can qualify for PBV assistance, the SFHA must contract with the unit of general local government to complete and approve the environmental review required by 24 CFR part 58.

n) All housing must meet applicable accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 in addition to any applicable State and local standards. Moreover, all units must meet the requirements of the Fair Housing Amendment Act of 1988 pursuant to 24 CFR 100.205.

o) Properties must conform to Section 302 of the Lead-Based Paint Poisoning Prevention Act by establishing procedures to eliminate as far as practicable the hazards of lead-based paint. This requirement does not apply to studio or single room occupancy units. All painted surfaces, interior and exterior, up to five feet from the floor or ground readily accessible to children under seven years of age must be free of chipping, peeling and loose paint.

p) Projects seeking to rehabilitate existing structures require a <u>minimum expenditure</u> of $1,000.00 per assisted unit, including the unit's prorated share of work to be accomplished on common areas or systems. "Existing Housing" Projects <u>must require less than</u> $1000.00 repairs per assisted unit including the unit's prorated share of work to be accomplished on common areas or systems. There is no limit on the amount of expenditure for new construction projects.

q) The initial Housing Assistance Payments Contract term for the project may be for up to ten years subject to the future availability of sufficient appropriated funds under the PHA's consolidated ACC with HUD. After the initial term, the HAP may be extended for such period that the HA and owner agree to and which the HA determines will expand housing opportunities and extend long-term housing affordability. All extensions shall be contingent upon the future availability of appropriated funds.

2.5 NEW CONSTRUCTION REQUIREMENTS

The owner must submit to the SFHA an architect's certification that the working drawings, specifications and proposed construction comply with HUD minimum property standards, local codes and ordinances, and zoning requirements.

The site must not be located in an area of minority concentration, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area, unless the project is necessary to meet overriding housing needs that cannot be met in that housing market area. All new construction projects must meet HUD Field Office site and neighborhood review requirements.

2.6 ALL OWNER APPLICATIONS MUST CONTAIN:

a) A description of the proposed housing, including the number of units by size, bedroom count, bathroom count, sketches of the proposed building, unit plans, listing of amenities and services, and estimated date of completion; Existing Housing Projects are excepted from this provision.

b) Identification and description of the proposed site, site plan and neighborhood, and evidence of site control;

c) Evidence that the proposed New Construction is permitted by current zoning ordinances or regulations or evidence to indicate that the needed re-zoning is likely and will not delay the project; Existing Housing Projects are not subject to this provision.

d) A written certification that the property is located in a census tract with a poverty rate of less than 20 %.

e) A signed certification of the owner's intention to comply with Title VI of the Civil Rights Act of 1966, Title VIII of the Civil Rights Act of 1968, E.O. 11063, E.O. 11246, Section 3 of the Housing and Urban Development Act of 1968 and all applicable Federal requirements listed in 24 CFR 983.11 including, but not limited to, the payment of not less than the prevailing wages in the locality pursuant to the Davis-Bacon Act to all laborers and mechanics employed in the construction or rehabilitation of the project; Existing Housing Projects are not subject to this provision.

f) A statement from the owner certifying the number of persons, businesses, non-profit corporations occupying the property on the date of submission of the application; the number of persons displaced, temporarily relocated or moved permanently within the building complex; estimated cost of relocation payments and services; the funding source of relocation activities; and the name of the organization that will carry out the relocation activities. Existing Housing Projects are not subject to this provision.

g) The identity of the owner, developer, builder, architect, management agent (and other participants), the names of officers and principal members, shareholders, investors and other parties having a substantial interest; the previous participation of each in HUD Programs on the prescribed HUD Form No. 2530 and a disclosure of any possible conflict of interest by any of these parties that would be a violation of the Agreement or the Contract; and information on the qualifications and experience of the principle participants;

h) The owner's plan for managing and maintaining the units;

i) Evidence of financing or lender interest and the proposed terms of financing;

j) The proposed term of the Contract; and

k) Such other information as the SFHA believes necessary.

2.7 INITIAL SCREENING CHECKLIST

The checklist is divided into two sections: Requirements and Rankings. A "No" answer to any of the questions in the Requirements section could result in automatic rejection. Rankings may be stated in absolutes (Yes or No Answers).

2.8 NOTIFYING OWNERS OF SCREENING RESULTS

Once proposals have been screened, owners will be notified about the results. Rejection letters will include the reason for the rejection and indicate the owner's right to appeal the rejection.

The owner should understand that the proposal has not yet been approved for rehabilitation/construction, but only selected for processing. Owners must not begin the rehabilitation/construction or be cautious about entering into commitments for financing or contracts for rehabilitation/construction until the project has been approved.

A formal briefing of tenants will be conducted at a later date; however, tenants will need some basic information about the program and the status of the proposal before inspections of their units begin. The SFHA may participate in a meeting scheduled with the tenants to discuss the program.

The information collected during the inspection must be sufficient to (1) determine that site and neighborhood standards and other Federal requirements are met; (2) identify the rehabilitation/construction work that is required for units to meet standards or to repair or replace building systems and components in danger of failure; (3) identify other rehabilitation/construction work that the owner wishes to complete and additional energy conservation items that may be cost effective. The SFHA's Section 8 Existing Housing Inspection Form will serve as the guide for the PBV Program inspection format.

When the inspection is completed, the inspector and the owner should agree on the following:

- Deficiencies which must be corrected in order for the assisted unit(s) to meet Housing Quality Standards (HQS) or other Local Standards approved by HUD (including requiring weather stripping and caulking) and, in general terms, the extent of the work that will be done.

- Building systems or components in danger of failure that will be repaired or replaced and, in general terms, the extent of the work that will be done.

- Other rehabilitation/construction work that is eligible under the program, such as making the units accessible for the handicapped or completion of optional energy conservation work.

- Routine maintenance items which must be corrected at the owner's expense because they are not eligible work items.

- Other property improvements the owner wishes to make which are not eligible work items under the PBV Program. Condition reports of eligible required work items will be prepared by the SFHA or it's subcontractor. If during the initial inspection, the SFHA discovers that the proposal does not meet program requirements, the owner will be informed in writing of the reason(s) for the rejection and of the right to appeal.

2.9 ANNUAL INSPECTIONS OF PBV PROPERTIES

Annual HQS Inspections shall be conducted as required by 24 CFR Part 5, subpart G. Annual inspections shall be conducted on all units except that, at the HA's discretion, a representative sample of units representing a minimum of 10 % and not to exceed 25 % of the assisted units can be inspected instead of 100 % of the units.

2.10 RANKING AND SELECTION PROPOSALS

The items on the checklist have been listed in order of importance, with the greatest number of points awarded for factors which are most important and essential to project success.

The SFHA will make judgment about the project as a whole, taking into consideration a wide variety of factors that are not easily quantifiable. Generally, projects scoring the highest points for each category will receive the highest overall feasibility scores. However, the SFHA will be consistent as possible in awarding points. Screening of Existing Housing Projects will be conducted separately from New Construction/Rehabilitation Projects.

The SFHA will select projects it plans to approve and notify all owners of the results. Selection will be based on the results of the ranking; However, the selection may be

adjusted somewhat to take into consideration the number and bedroom distribution of units approved in the allocation.

Tied scores shall be selected based on the date and time a proposal was received

Owners whose proposals have been selected will be informed in writing of the number of units that the SFHA has tentatively approved, and the owner advised to request all tenants of units proposed for assistance prepare preliminary applications so tenant eligibility can be determined.

Incomplete applications or applications that cannot be fully funded shall be rejected. Owners shall be advised that they may resubmit the application at a later date in response to a future advertisement. Applications which are deemed incomplete due to technical errors in the documentation, may be given an opportunity to correct the error and considered for the advertisement to which it responded initially.

The preliminary selection notice will explain to the owner the next steps in processing the proposal, including:

- Obtaining a firm financial commitment

- Notifying tenants about the selection of the proposal and their relocation responsibilities and rights. The owner should explain the Section 8 Program, their rights and responsibilities under the program, and the eligibility determination process. A more detailed briefing will be provided by the SFHA when eligibility interviews are conducted.

- The selection of a rehabilitation/construction contractor is the sole responsibility of the owner; the SFHA will not assume any responsibility or liability for the performance of any contractor. Owner must be willing to certify that the selected contractor has not been debarred from participation in Federally Funded Programs.

- Filling vacancies with applicants from the SFHA waiting list prior to the execution of the HAP Contract.

2.11 THE ELIGIBILITY PROCESS

The eligibility criteria for families under the PBV Program are identical to those used in the Existing Housing Program. Units which are occupied by ineligible tenants cannot be placed under Agreement or HAP Contract. The Agency will inspect each unit proposed for the PBV Program and identify any tenants that reside in said units.

A variety of problems may be encountered in determining family eligibility, including families who are not income eligible and otherwise eligible families whose units are too large or too small for their family composition. Mitigation to these situations will be subject to PBV Final Rule Guidance.

3.0 SFHA /OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the SFHA, the Section 8 Owners/Landlords, and the participating families.

3.1 SFHA RESPONSIBILITIES

A. The SFHA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the SFHA Section 8 PBV Administrative Plan.

B. In administering the program, the SFHA must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

4. Affirmatively further fair housing goals and comply with equal opportunity requirements;

5. Make efforts to help disabled persons secure satisfactory housing;

6. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, certify each selected family, and provide housing information to families selected;

7. Determine who can live in the assisted unit at admission and during the family's participation in the program;

8. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5 and as outlined in Section 3.2 C of the Section 8 Administrative Plan

9. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy or as deemed appropriate by 24 CFR Part 983;

10. Determine the amount of the housing assistance payment for a family;

11. Determine the maximum rent to the owner and whether the rent is reasonable;

12. Make timely housing assistance payments to an owner in accordance with the HAP contract;

13. Examine family income, size, composition at admission, and annually during the family's participation in the program. The examination includes verification of income and other family information;

14. Establish and adjust SFHA utility allowance;

15. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the SFHA, if the owner defaults (e.g., HQS violation);

16. Determine whether to terminate assistance to a participant family for violation of family obligations;

17. Conduct informal reviews of certain SFHA decisions concerning applicants for participation in the program;

18. Conduct informal hearings on certain SFHA decisions concerning participant families;

19. Provide sound financial management of the program;

3.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner's obligations under the Agreement (New Construction and Rehabilitation Only), HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a tenant from the Section 8 PBV waiting list to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Renting eligible units solely to eligible PBV families;

3. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

4. Complying with equal opportunity requirements.

5. Preparing and furnishing to the SFHA information required under the HAP contract;

6. Collecting from the family:

   a. Any security deposit required under the lease.

   b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

   c. Any charges for unit damage by the family.

7. Enforcing tenant obligations under the lease.

8. Paying for utilities and services (unless paid by the family under the lease.)

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

3.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

A. Supplying required information.

1. The family must supply any information that the SFHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the SFHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing SFHA Inspection

The family must allow the SFHA to inspect the unit at reasonable times and after at least 24 hours notice.

Moreover, the family must grant the owner access to the unit, with reasonable notice (24 Hours), to complete repairs required by the SFHA. If the family fails to grant the owner timely access to the unit, the SFHA may terminate the family subsidy.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must provide the owner at least 30 day's notice in writing, with copy to SFHA before the family moves out.

F. Owner Eviction Notice

The family must promptly give the SFHA a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. Prior to the SFHA approval of the composition of the assisted family residing in the unit, the owner must first authorize the addition of any household member. The SFHA will send the owner the appropriate form for the owner to sign. The SFHA must approve the composition of the assisted family residing in the unit. The family must promptly inform the SFHA of the birth, adoption or court-awarded custody of a child. The family must request approval from the SFHA to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the SFHA if any family member no longer resides in the unit.

4. If the SFHA has given approval, a foster child/foster adult or a live-in aide may reside in the unit.

5. 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. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease the unit.

7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the SFHA to verify that the family is living in the unit, or relating to family absence from the unit, including any SFHA requested information or certification on the purposes of family absences. The family must cooperate with the SFHA for this purpose. The family must promptly notify the SFHA of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the SFHA for absences exceeding 30 days. The SFHA will make a determination within 5 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 PBV program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the SFHA

I. Interest in the Unit

The family may not own or have any interest in the unit.

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 PBV assistance while receiving another housing subsidy, for the same unit or for a

different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

4.0 ELIGIBILITY FOR ADMISSION

4.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 PBV Programs – must qualify as a family, must have an income within the income limits, must meet citizenship/eligible immigrant criteria, must provide documentation to verify you have Social Security Numbers for all household members, and sign consent authorization documents. In addition to the eligibility criteria, families must also meet the SFHA screening criteria in order to be admitted to the Section 8 PBV Program.

For the purposes of determining eligibility for the Section 8 PBV Program, Section 3.2 of the Section 8 Administrative Plan shall apply.

5.0 ADMINISTRATION OF WAITING LIST

5.1 OPENING THE WAITING LIST

The Project-Based Program waiting list shall be the same as the waiting list for the Existing Section 8 Program. All applicants assisted under the PBV Program must come from the Section 8 wait list except in the following cases: The allocation of subsidies to units under the Project-Based Program which were dedicated to applicants who were Clean and Sober. The Clean and Sober units are located at 480 Ellis Street, 425 Eddy Street, 2973-77 26th Street and 1221-23 Cortland Avenue. Referrals to these PBV units are required to be no more than 60 days out of treatment and could document 90 days sobriety (180 days for families). After initial lease up, because the referrals to these units need to have current Clean and Sober status, the waiting list shall be left open to enable newly vacant units to receive eligible applicants. Due to the requirement that applicants could not be more than 60 days out of treatment, referrals to the list are only made at the time a vacancy is known to be imminent. Eligible applicants should apply to the Ozanom Center, a detoxification center for substance abusers located at 1175 Howard Street, to submit an application and be placed on a waiting list. No more than fifteen names are maintained on the list at any given time. Clean and Sober Service Providers make referrals to the participating sites and, once accepted for suitability, are referred to the SFHA for Eligibility determination. In addition, in-place tenants of approved PBV units can be referred to the wait list by the owner of the project for assistance in order to prevent displacement of the tenant due to PBV activity. In addition, owners may refer families to the Section 8 wait list for assistance in their PBV units after no referrals have been made to the owner by the SFHA for 60 days.

Other applications for the Section 8 PBV Program may be made pursuant to any stated format in advertisements published pursuant to section 5.2 below.

The SFHA will accept pre-applications for placement on the waiting list at which time the applicant will self-declare their eligibility based on the eligibility requirements noted in the published announcement of the opening of the waiting list. Just prior to Certification, applicants will be required to complete an application for final eligibility determination whereby the SFHA staff will verify all income, assets and the preferences declared by the applicant during the pre-application stage.

Pre-applications will be accepted during the advertised periods of enrollment. These enrollment periods are determined based upon the need for the SFHA to augment its Section 8 waiting list so that the SFHA will have a sufficient number of applicants to maintain an adequate level of occupancy.

5.2 APPLICATION PROCESS

The SFHA will take pre-applications pursuant to a public advertisement. Pre-application intake will be announced to the public in advertisements run once a week for three consecutive weeks. Advertisements will be placed in the following:

- San Francisco Chronicle/Examiner
- Minority-owned and foreign language newspapers
- Posting in the lobby of the SFHA office at 440 Turk Street and the Leased Housing Division office.
- Posting in offices of the Public Housing developments of the SFHA
- Radio and television stations (if possible) in order to inform the visually impaired
- Notices circulated for posting at social service agencies, community centers and Bay Area Public Housing Agencies.

The advertisement will inform interested parties of the pre-application system to be used by the SFHA; the dates, times and locations pre-applications can be obtained; the deadline date, method and location for submitting the pre-applications and basic eligibility requirements.

5.3 RANKING METHOD

Pre-applications will be selected from the total applicant pool by random lottery and ranked on the waiting list by preference category. The pre-application will ask applicants to designate which priority category they believe they will qualify for. Pre-applications will be sorted in each preference category by date and time of application and a list generated in rank order.

In limited, targeted outreach, the SFHA reserves the right to rank pre-applications in order of date and time received in lieu of conducting a random lottery to determine the applicants' places on the waiting list.

Each applicant will be provided with a description of all SFHA preferences and will be required to self-certify, at the time of pre-application, whether the household qualifies for a preference. Selection from the Section 8 waiting list will be based on pre-applicant self-certification. At the time of final eligibility determination, SFHA applicants will be required to certify to all information they provide to SFHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form which is a general release form. Documentation of all verifications will be placed in the applicant/participant file.

Family income and assets and all factors related to eligibility must be verified, including preferences and immigration eligibility. Verifications must be completed before an applicant will Certified for participation in the PBV Program except as provided by Section 214 of the Housing and Community Development Act of 1980 regarding verification of Immigration Status. SFHA will use third party verification whenever possible. This will include mailing forms directly to the third party and having them mailed back to SFHA. If third party written verification is not possible, SFHA will review documents brought in by applicants/current participants or obtain oral verification with the third party by phone, documenting name, department, position, date of verification and other pertinent information. If there are no documents, SFHA may use a notarized applicant certification for verification.

If the priority category changes for any reason, the applicant will be placed at the end of the proper preference category.

5.4 CLOSING OF THE WAITING LIST

The advertisement opening the waiting list will also specify when the period for submitting pre-applications will end. A notice will be posted in the lobby of the main office of the SFHA (440 Turk Street) and the Leased Housing Division office advising interested parties that the SFHA is not accepting pre-applications for the Section 8 Program.

6.0 SELECTION FROM THE WAITING LIST

6.1 PREFERENCES

In accordance with the Quality Housing and Work Responsibility Act of 1998, SFHA will administer its Section 8 PBV program so that the following Income Targeting objectives are achieved for the period from April 1, 1999 through September 30, 2000, and for each fiscal year thereafter:

- Not less than 75% of new admissions to project-based Section 8 assistance programs must have incomes at or below 30 % of the area median income.

- The remainder of new admissions to project-based Section 8 assistance programs must have incomes at or below 80% of the area median.]

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the SFHA retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

However, despite all preference categories listed below, in-place tenants of PBV units and families referred by owners of PBV units shall have priority to remain housed in their units at the end of the rehabilitation period or be referred to a vacant PBV unit for which no applicant has been referred by the SFHA within 60 days of the vacancy period.

The SFHA has adopted the Federal Preferences as Local Preferences in administering its assisted housing programs. [If Federal Preferences are required, the SFHA local preferences are to be considered ranking preferences.]

The SFHA employs the following system of local preferences in administering its wait list. The local preferences consist of:

1. INVOLUNTARY DISPLACEMENT:

An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

Natural Disaster: a disaster such as a fire, flood or earthquake that resulted in the un-inhabitability of the applicant's unit.

Domestic Violence: an applicant who has vacated due to actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other household member, who lives in housing with an individual who engages in such violence.

Government Action: an action of a government agency related to code enforcement or public improvement or development.

Landlord Action: an action by a housing owner that results in an applicant's having to vacate his or her unit, where the reason for the owner's action was beyond the applicant's ability to control or prevent, and despite the applicant having met all previously imposed conditions of occupancy, and the action is other than a rent increase.

2. SUBSTANDARD HOUSING:

Homeless: An applicant who is a "homeless family" shall be considered to be living in substandard housing if the individual or family:

Lacks a fixed regular, and adequate nighttime residence; and

Has a primary residence that is:

A supervised publicly or privately operated shelter designed to provide temporary living accommodations, (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or

An institution that provides a temporary residence for individuals intended to be institutionalized; or

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

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to state or federal law.

Non-Homeless: A non-homeless family is living in substandard housing if their present unit meets any of the following criteria: it is "dilapidated;" it does not have operable indoor plumbing; it does not have a usable flush toilet and a usable bathtub or shower inside the unit for the exclusive use of the family; it does not have electricity, or has inadequate or unsafe electrical service; it does not have a safe or adequate source of heat; it should, but does not have a kitchen, or it has been declared unfit for habitation by a government agency. A housing unit is "dilapidated" if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family or it has one or more critical defects or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may have resulted from the original construction, or from continued neglect or lack of repair, or from serious damage to the structure.

3. PAYING MORE THAN 50% OF INCOME FOR HOUSING:

An applicant shall qualify for this federal preference if the family is paying more than 50 percent of the total family income for rent. However, an applicant may not qualify for a preference under this section if the applicant is paying more than 50 percent of family income to rent a unit because his or her housing assistance under the public housing, Section 8 program, or any program under the Housing and Urban Development Act of l965 with respect to that unit has been terminated as a result of the applicant's refusal to comply

with applicable program policies and procedures with respect to the occupancy of under-occupied and overcrowded units.

The SFHA will weigh each local preference equally. That is, an applicant that meets the federal definition of any or all of the local preferences will receive an equal priority. Specific applicant preference procedures, definitions and requirements not covered in this policy shall follow the HUD regulations found at 24 CFR Part 5, as amended from time to time.

The SFHA has adopted the following as secondary local preferences:

1. Residency status: A family is considered a "resident" of the City and County of San Francisco, if (a) they live in San Francisco or (b) the head of household or spouse is employed or has been notified that he/she has been hired to work in San Francisco. The Family must submit documentation that provides a current address of residency or employment and sign a waiver to permit the SFHA to verify the address.

2. Veterans status: A member of the United States Armed Forces honorable discharged from service or currently listed and is the head of house hold or spouse of the applicant family. Verification will be provided by the Veterans Administration.

3. Welfare to Work Participants in good standing with their obligations to the Welfare to Work Program.

6.2 ORDER OF SELECTION

The SFHA will rank and admit applicants from the waiting list in accordance with the following priority categories:

Level of Priority	Category One	Category Two	Category Three	Category Four
1	Local Preference	Resident	Veteran	Welfare to Work
2	Local Preference	Resident	Veteran	Non-Welfare to Work
3	Local Preference	Resident	Non-Veteran	Welfare to Work
4	Local Preference	Resident	Non-Veteran	Non-Welfare to Work
5	Local Preference	Non-Resident	Veteran	Welfare to Work
6	Local Preference	Non-Resident	Veteran	Non-Welfare to Work
7	Local Preference	Non-Resident	Non-Veteran	Welfare to Work

8	Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work
9	No Local Preference	Resident	Veteran	Welfare to Work
10	No Local Preference	Resident	Veteran	Non-Welfare to Work
11	No Local Preference	Resident	Non-Veteran	Welfare to Work
12	No Local Preference	Resident	Non-Veteran	Non-Welfare to Work
13	No Local Preference	Non-Resident	Veteran	Welfare to Work
14	No Local Preference	Non-Resident	Veteran	Non-Welfare to Work
15	No Local Preference	Non-Resident	Non-Veteran	Welfare to Work
16	No Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work

Units shall be filled in the order indicated above. Applicants at the top of the list will be notified of a vacancy and asked to participate in the PBV Program. If they refuse or do not respond, the next applicant is contacted, and so on. If at any time the waiting list does not contain a sufficient number of preference applications, the PBV referrals will be made to non-Local preference eligible applicants without regard to Preference Status.

Notwithstanding the selection process indicated above, in-place tenants of PBV units and families referred by owners of PBV units shall have priority to remain housed in their units at the end of the rehabilitation period or be referred to a vacant PBV unit for which no applicant has been referred by the SFHA within 60 days of the vacancy period.

Moreover, for units rehabilitated or constructed with HOPWA capital funding, the SFHA may skip down the wait list to offer PBV assistance to households on the Section 8 wait list who have a family member who has been diagnosed with disabling HIV or AIDS and interested in the PBV assistance.

6.3 PROCEDURES FOR REMOVING NAMES FROM THE WAITING LIST

The SFHA will not remove an applicant's name from the waiting list unless:

A. The applicant requests that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses more than three scheduled appointments; or

C. The applicant does not meet either the eligibility or screening criteria for the program.

6.4 UPDATING OF THE WAITING LIST

In order to ensure the waiting list is accurate and current, the SFHA will update the waiting list periodically, but no more than annually, by requesting each household to submit a revised pre-application form. The following guidelines will govern update procedures:

- The SFHA will mail an update request letter and a blank pre-application form to each household on the waiting list.
- The request will be mailed to the applicant's last known address. Applicants will be advised in the eligibility letter of their responsibility to notify the SFHA, in writing, of any address changes. If the applicant fails to notify the SFHA of an address change, the SFHA accepts no responsibility for the applicant's failure to receive the update request.
- The update request letter will include a deadline date by which applicants must return the pre-application and will specify return by mail or in person. The letter will inform the applicant that if the SFHA fails to receive the updated pre-application form by the deadline date, the applicant's name will be removed from the waiting list.
- Applicants will be given a reasonable time to complete and return the updated pre-applications, generally not less than 14 calendar days.
- The SFHA accepts no responsibility for delays created by the United States Postal Service.
- The SFHA will make reasonable accommodations for the special needs of disabled applicants if the SFHA has been made aware of those needs.
- The SFHA will acknowledge all updated pre-applications received, in writing, to each applicant which will include a determination of eligibility, ineligibility or change in preference status.

6.5 REFUSAL TO LIST AN APPLICANT OR REMOVAL OF AN APPLICANT FOR SPECIFIC GROUNDS

The SFHA may deny listing an applicant on the waiting list, remove an applicant from the waiting list, deny or withdraw an offer of housing to an applicant pursuant to section 5.7 of the Section 8 Administrative Plan.

6.6 GROUNDS FOR DENIAL

The SFHA may deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Fail to respond to a written request for information or a request to declare their continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a 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.

F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.

G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

H. Have a family member who was evicted from public housing within the last three years;

I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The SFHA may waive this requirement if:

1. The person demonstrates to the SFHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The person has otherwise been rehabilitated successfully as determined by the SFHA based on evidentiary supporting material; or

4. The person is participating in a supervised drug or alcohol rehabilitation program.

K. Have engaged in or threatened abusive or violent behavior towards any SFHA staff or residents;

L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;

M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

6.7 INFORMAL REVIEW

If the SFHA determines that an applicant does not meet the criteria for receiving Section 8 assistance, the SFHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The SFHA will describe how to obtain the informal review. The informal review process as described in section 16.2 of the Section 8 Administrative Plan applies.

7.0 Occupancy Standards

The SFHA will follow an occupancy policy, which prevents overcrowding of units or under utilization of units. The following guidelines shall determine the minimum and maximum number of occupancy per unit size:

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

Bedroom size will also be determined using the following guidelines:

A. Children of the same sex will share a bedroom.

B. Children of the opposite sex, both under the age of **(3)** will share a bedroom.

C. Adults and children will not be required to share a bedroom. A parent and child, regardless of age, may be issued a two-bedroom Voucher

D. Foster–adults and children will be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

Single person households will be issued a Studio Voucher. However, should the family locate a one-bedroom unit, the SFHA reserves the right to upgrade the family's Voucher to a one-bedroom subsidy.

The SFHA shall consider Single Room Occupancy (SRO) units for occupancy under the tenant-based Housing Choice Voucher Program exclusively as a reasonable accommodation for a person with disabilities.

The SFHA will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

7.1 BRIEFING

When the SFHA selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to be certified the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. Failure to attend a briefing without good cause may result in denied admission. The family will be given an opportunity to reschedule a briefing only once. All briefings will be conducted in accordance with Section 6.1 and 6.2 of the Section 8 Administrative Plan.

In addition, PBV participants shall be apprised of the likelihood that they will be issued a tenant-based Voucher after the HAP Contract expires.

7.2 Selection From Waiting List

Once an owner has contacted the SFHA and informed them of the availability of a unit, the SFHA shall refer an appropriate number of tenants to the owner for suitability screening. The owner shall notify in writing the tenants and the SFHA regarding the refusal of any referred tenants. If additional referrals are needed, the SFHA shall refer additional applicants until the appropriate number of tenants have been accepted by the owner.

Accepted tenants shall be referred to the SFHA for Eligibility determination.

7.3 FAMILY CERTIFICATION

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the SFHA will issue the PBV Statement of Family Responsibility that authorizes the family to participate in the PBV Program.

The owner shall complete a Request For Tenancy Approval and submit it to the SFHA. An inspection of the unit shall be conducted pursuant to HQS in 24 CFR 982.401.

7.4 APPROVAL TO LEASE A UNIT

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

A. The unit is eligible;

B. The unit is inspected by the Housing Authority and passes HQS;

C. The rent to owner is reasonable;

D. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

E. The family continues to meet all eligibility and screening criteria.

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

The lease term may begin only after all of the following conditions are met:

A. The unit passes the Housing Authority HQS inspection;

B. The landlord and tenant sign the lease;

C. The Housing Authority approves the leasing of the unit.

7.5 SFHA DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 PBV Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

B. The owner has engaged in drug-related criminal activity or any violent criminal activity;

C. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

D. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by tenants, SFHA employees or owner employees; or

2. residences by neighbors;

E. Other conflicts of interest under Federal, State, or local law.

7.6 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Project-Based Program:

A. Housing for which construction or rehabilitation has commenced prior to Agreement execution; This Provision does not apply to Existing Housing Projects.

B. Shared Housing;

C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

D. Housing located in the Coastal Barrier Resources System designated under the Coastal Barrier Resources Act;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

F. With noted exceptions in 24 CFR 983.7 (6) (i), (ii), Housing located in an area that has been identified by the FEMA as having special flood hazards.

G. A Public Housing unit.

7.7 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

8.0 MOVES FROM ASSISTED UNITS

Participating families may not move from an assisted unit with their housing assistance during the initial term of the lease (twelve months). The assistance is tied to the unit and cannot be transported with the tenant. The PHA must issue any eligible family wishing to move with continued assistance a Section 8 Voucher from its tenant-based Voucher Program or other form of assistance that is comparable to the Voucher Program as defined by HUD. If such assistance is not available, the family shall be given priority for the next available unrestricted tenant-based Voucher.

8.1 WHEN A FAMILY MAY MOVE

A family participating in the PBV Program may only move from the assisted unit if:

A. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or

B. The tenant has given notice of lease termination (in accordance with lease agreement) to the owner and SFHA.

C. Unit is overcrowded or under-occupied. In accordance with 24 CFR 983.206, family may not be forced to move unless they reject an alternative offer of housing.

D. After living in the PBV unit for twelve months.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

Family income inclusions, deductions and exclusions as stipulated in Section 9 of the Section 8 Administrative Plan apply to the Section 8 PBV Program

10.0 RENT AND HOUSING ASSISTANCE PAYMENT

10.1 GENERAL

Rents for PBV assisted units must be established by contracting with a State Certified Appraiser to establish reasonable rents for the units pursuant to 24 CFR 983.12. In no circumstance can initial rents exceed 110% of the established Fair Market Rent or HUD approved Exception Payment Standard.

10.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;

B. If the Housing Authority or HUD directs that reasonableness be re-determined.

10.3 MAXIMUM SUBSIDY

110 Percent of the established Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the SFHA and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the PBV Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease.

10.4 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and

type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority may approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

10.5 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the SFHA a late payment, agreed to in the Contract and in accordance with generally accepted practices in the City and County of San Francisco jurisdiction.

10.6 CHANGE OF OWNERSHIP

All changes in ownership for PBV units must comply with the provisions set forth in the Housing Assistance Payment Contract.

11.0 Inspection Policies, Housing Quality Standards, and Damage Claims

The SFHA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS are met. Units will be inspected at least annually, and at other times as needed, to

determine if the units meet HQS. At the HA's discretion, a sample of units for a particular project representing a minimum of 10 % and a maximum of 25% may be substituted for the annual inspection requirements under the PBV Program.

The SFHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the SFHA will only schedule one more inspection. If the family misses two inspections, the SFHA will consider the family to have violated a Family Obligation and their assistance will be terminated. Inspections standards outlined in Section 12 of the Section 8 Administrative Plan and 24 CFR 982.401 apply to the PBV Program.

11.1 VACANCY LOSS

The SFHA shall continue to provide assistance for a unit that becomes vacant for up to a maximum of 60 days after the unit becomes vacant. Such payments may only be made if the vacancy is not the fault of the owner, and the owner and the SFHA take "every reasonable action" to minimize the likelihood and extent of the vacancy.

If no eligible family rents a vacant unit within 120 days after the vacancy commenced, the SFHA may terminate its commitment to make any additional HAPs for the unit for the balance of the HAP Contract term.

12.0 RECERTIFICATION

12.1 ANNUAL RE-EXAMINATION

At least annually the SFHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The SFHA will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the SFHA will determine the family's annual income and will calculate their family share.

12.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any 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 and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

12.1.2 Re-examination by Mail

The SFHA's Section 8 program will complete a minimum of 30% of re-examinations by mail.

All first time re-examinations must be completed at the SFHA's Section 8 office unless requested as a reasonable accommodation by a disabled individual.

12.1.3 Effective Dates of Interim Re-examinations of Rent

Income changes must be reported within 30-days. Changes that decrease the amount of rent payment made by the participant will be made effective the first of the month following the receipt of the notice to SFHA. However, this provision will not apply and no retroactive changes will be made if the notice of the change is not reported timely.

Changes that increase the amount of payment made by the tenant will be effective at the time of the annual re-examination.

If the annual re-examination is less than 30 days away the change will take effect on the first day of the second month following the date in which the change occurs.

If a family had requested a rent adjustment due to a loss of income (i.e. losing a job, going on unemployment or disability) where the rent was adjusted downward the first of the month following the receipt of written notice, and if this same family begins working again or the income is increased due to other sources (i.e. social security), the rent may be increased following a minimum 30-day written notice to the family.

For families moving from welfare to work the increase in rent will not become effective for at least 6 months regardless of the annual re-examination date.

An interim re-examination will not be required if the participant requests to move to a new unit within 60 days of the last annual re-examination.

Errors made by the SFHA will not adversely effect the participant. Errors that resulted in overpayment of rent by the participant will be reimbursed to the participant. Errors by the SFHA that resulted in underpayment of rent by the tenant will not result in a retroactive payment from the tenant. The change in rent will be made effective the first of the second month following notice to the participant and owner.

As stated in the Quality Housing and Work Responsibility Act (QHWR) of 1998. Income changes resulting from welfare program requirements. 1) If a family's welfare benefits are lowered due to the family's failure to comply with program requirements the HA must not reduce the family's rent. 2) HA's are not to consider a loss of benefits due to the expiration of lifetime time limits as a failure to comply and the HA must lower the tenant's rent. 3) If the family's benefits are reduced because of fraud the HA must not lower the rent.

12.1.4 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the SFHA taking action to terminate the family's assistance.

12.1.5 INCLUSIONARY CLAUSE

Notwithstanding the above sections regarding re-examinations, Section 14 of the Section 8 Administrative Plan in its entirety shall apply to the PBV Program.

13.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE SFHA

24 CFR 983.207 applies. The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

A. If the family violates any family obligations under the program.

B. If a family member fails to sign and submit consent forms.

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the SFHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible

noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

D. If any member of the family has ever been evicted from public housing.

E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

F. If any member of the family commits drug-related criminal activity, or violent criminal activity.

G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with any Section 8 or public housing assistance under the 1937 Act.

I. If the family has not reimbursed any Housing Authority 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.

J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

K. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

L. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

M. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the SFHA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

14.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, AND INFORMAL HEARINGS FOR PARTICIPANTS

14.1 COMPLAINTS

The SFHA will investigate and respond to complaints by participant families, owners, and the general public. The SFHA may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

Informal reviews and hearings shall be conducted pursuant to Section 16 of the Section 8 Administrative Plan

15.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease is independent of the term of the HAP contract for the PBV Program. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract at the expiration of the term by refusing an offer of renewal of the HAP Contract. The HAP contract may be terminated by the SFHA. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

   The family may terminate the lease without cause upon proper notice to the owner and to the SFHA after the first year of the lease. The length of the notice that is required is stated in the lease (generally no more than 60 days).

2. By the owner.

   a. The owner may terminate the lease during its term and in accordance with the provisions of the Rent Ordinance for the following reasons:

      i. Serious or repeated violations of the terms or conditions of the lease;

      ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

      iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

      iv. Any drug-related criminal activity on or near the premises;

      v. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or to renovate the unit,

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the SFHA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Termination of the contract by the owner

The owner may only terminate the contract by refusing to renew the HAP contract after the expiration of a HAP term.

2. Termination of the HAP contract by the SFHA

The Housing Authority may terminate the HAP contract because:

a. The SFHA determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

b. The owner has breached the contract in any of the following ways:

i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. If the owner has engaged in drug trafficking

16.0 SFHA OWNED HOUSING

Units owned by the SFHA and not receiving subsidy under any other program are eligible housing units for the PBV Program. In order to comply with federal regulation, the SFHA will be required to request that the Regional HUD office conduct the provisions set for in sections 2, 3.2, 7.5, 10.1, 10.2, 10.4, 10.5, 11, 14 and 15 of the PBV Administrative Plan.

17.0 MISCELLANEOUS

17.1 ASSISTING FAMILIES EXPERIENCING ILEGAL DISCRIMINATION

It is the policy of the SFHA to comply fully with all federal, state and local anti-discrimination laws. The SFHA will not discriminate against any individual or family because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference, age, disability, handicap, military status, source of income, marital status, presence of children in a household, or because an individual has or is suspected of having Acquired Immune Deficiency Syndrome (AIDS).

During briefing sessions, families are provided with a HUD brochure, Fair Housing- It's Your Right, and a form HUD-903, Housing Discrimination Complaint. If an applicant or participation requests assistance, the SFHA will provide help in completing this form and forwarded it to the California State HUD Office of Fair Housing and Equal Opportunity.

For complaints involving state and local laws, the SFHA will refer the applicant or participant to the appropriate state or city offices. If available, the SFHA will provide forms for filing discrimination complaints to state or city offices.

17.2 FAMILY BREAK-UPS

In the event of a family break-up by divorce or legal separation, the family shall decide who remains in the assisted unit. No further subsidy shall be provided to the departing spouse. In the event that the SFHA must determine which of the family members will continue to receive the Section 8 PBV assistance, the SFHA determination will be made based on the following priorities:

1. Mutual agreement of the family members. All adult family members must sign a mutual agreement form
2. A court stipulated determination of which household retains the assistance
3. The interest of minor children or of ill, elderly or disabled family members
4. The interest of family members who are victims of actual or threatened physical violence directed against a family member by a spouse or other member of the applicant household. Certification from the local police department, a social service agency, court of proper jurisdiction, or clergy, physician or facility that provides shelter or counseling to the victims of domestic violence will be required to verify the domestic violence
5. The continued use of the assistance in the current unit
6. Head-of-household.

The family must notify the SFHA, in writing, within 14 days of the action causing the break-up and request a determination of the assignment of the assistance. The SFHA may schedule a meeting with the family members to discuss the assignment.

17.3 JOINT CUSTODY OF CHILDREN

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

18.0 REPAYMENT AGREEMENTS

Section 8 PBV participants may incur debts to the SFHA as a result of failure to accurately report income and family composition, for charges due under the lease that are paid by the SFHA and, under the certificate program, payments for units vacated in violation of the lease. Section 8 landlords may also incur a liability as a result of overpayment of HAP. The SFHA may, at its sole discretion, initiate a termination action, require repayment in a lump sum or allow the debtor to execute a promissory note to repay the debt over a period of time. The SFHA will take into consideration the amounts owed and the likelihood that the debtor will repay the debt before approving a repayment plan.

18.1 PARTICIPANTS

When a debt from a participant is established, the SFHA will determine whether there are other outstanding repayment agreements. If there are and the participant is not current on all payments, the SFHA will not execute a new repayment agreement. The participant will be required to pay the debt in full in order to continue to receive assistance from the

SFHA. If there are no outstanding repayment agreements or if an agreement exists, the participant is current on all payments and the participant has adequate resources, the SFHA will allow the participant to enter into a promissory note to repay the new debt. The SFHA will require repayment over a twelve month period, with an initial payment of no less than 25 percent of the amount owed and eleven additional monthly payments over the remaining period. For debts in excess of $1,000, the SFHA will consider a repayment agreement over eighteen months, with an initial payment of no less than 25 percent of the amount owed and seventeen additional monthly payments over the remaining period. The promissory note will specify the amounts and due dates of the payments.

Participants are expected to make all payments on a timely basis unless prior arrangements are made with the SFHA due to circumstances beyond the control of the participant. Upon the failure of the participant to make a payment, the SFHA will send a reminder notice requesting payment within five calendar days. If there is no response or a second payment is missed, the SFHA may send a letter demanding full payment of the outstanding amount. If a full payment is not received, the SFHA may initiate a termination of assistance action. The SFHA may periodically employ a collection agency to collect debts from terminated participants.

18.2 APPLICANTS

Applicants who owe money to any SFHA housing program or to any other Public Housing Agency (PHAs) will be required to repay the amount in full prior to receiving PBV assistance.

18.3 OWNERS AND FAMILY DEBTS

SFHA's policies regarding the collection of debts from owners and families, specifically the assessment of debts and method of recovering monies owed to the SFHA shall be consistent with the policies and procedures set forth in section 24 of the Section 8 Administrative Plan.

ADDENDUM TO PHA PLAN TEMPLATE
Section 8 Project-Based Voucher Program

Pursuant to initial guidance published by HUD regarding the Section 8 Project-Based Voucher (PBV) Program in the January 16, 2001 Federal Register, Volume 66, Number 10, this addendum serves to declare that the San Francisco Housing Authority intends to operate and continue to operate a PBV Program as authorized by HUD and in conformity with all nondiscriminatory requirements specified in the PHA Plan regulations and further declares that the SFHA shall affirmatively further fair housing as required by these regulations.

Project-basing of units will secure a base of affordable housing that is to be maintained as affordable for an extended period of time. Historically, less than ten percent (10%) of the available vacant units are made available to families receiving Section 8 subsidies and low-income families are in jeopardy of being shut out of available housing due to rising rents and diminishing availability. Project-basing units will give low-income families an opportunity to secure housing in this restrictive market and not force them to leave the area for less appealing markets. The goals of the SFHA PBV Program are consistent with similar goals set forth by the Consolidated Plan for the City and County of San Francisco. Keeping the units as tenant-based will not provide any guarantee that the families will be able to find housing in San Francisco nor choose to keep their subsidy in San Francisco.

The following is a list of the currently assisted PBV units as well as the units anticipated to be assisted in the coming year. All future units to be considered for the PBV Program will be located within the limits of the City and County of San Francisco's Qualified Census Tracts as listed by the current Census Bureau statistics. Qualified Census Tracts are defined to be Census Tracts with poverty rates below 25 % unless otherwise approved by HUD.

All projects in non-eligible Census Tracts shall be required to be approved by HUD. For clarification purposes, the PBV units may be located in any Census Tracts with a poverty rate of 20 % or less without HUD approval. Attached is a list of eligible Census Tracts.

Units Currently Under Lease

# Of Units	Address
31	381 Turk Street
25	425 Eddy Street (Clean and Sober)
70	480 Ellis Street (Clean and Sober)
2	1221-23 Cortland Street (Clean and Sober)
2	2973-77 26th Street (Clean and Sober)
8	416 Bay Street
13	3101 Mission Street
31	1820 Post Street

31	1 Church Street (12 designated as HOPWA)
34	165 8th Street
10	Rich Sorro Commons (Mission Bay)
8	214 Dolores Street
15	4445 3rd Street-
60	Treasure Island
7	1652 Eddy
347 Units	

Units In Development

# Of Units	Address
22	Treasure Island
119	401-499 and 501-599 Bay Street -North Beach
39	1250-1252 Haight Street-Haight Street Senior
88	4th and Berry Street-Mission Bay Senior
72	1315 Polk Street-Leland Senior Community
61	1594 Market Street-Derek Silva Community
24	522,550,552 Carter & 105 Walbridge-Carter Terrace
113	999 Geary Street
18	172 6th Street-Dudley Hotel
16	145 Taylor Street
26	141-145 Eddy Street-West Hotel
44	34 Turk Street-Dalt Hotel
24	Folsom/Dore Apartments
7	421 Turk Street
21	190 Broadway-Broadway Family Apartments
694 Units	

The San Francisco Housing Authority intends to fully utilize its maximum allowable allocation of units for the PBV Program as defined by twenty percent (20%) of its baseline number of units in the SFHA's Housing Choice Voucher Program. Effective January 16, 2002, the SFHA Voucher baseline is 7055. Therefore it is anticipated that the SFHA intends to project-based no more than 1,411 units including those units currently under AHAP or HAP.

Moreover, an additional 200 units are in the process of being committed for assistance under the PBV Existing Program during FY2003. They are all within the City and County of San Francisco, but have not been listed due to the fact that final commitment has not been made to date.

SAN FRANCISCO HOUSING AUTHORITY

SECTION 8 MODERATE REHABILITATION PROGRAM

ADMINISTRATIVE PLAN

440 Turk Street
San Francisco, CA 94102

Revised: July 15, 2003

I. Statement of Overall Approach and Objectives in Administering the Moderate Rehabilitation Program.

A. Objective:

1. To promote freedom of housing choice and neighborhood de-concentration of minority groups and lower-income families living in San Francisco.

2. To provide improved living conditions for families while maintaining their housing costs at an affordable level.

3. To provide moderate rehabilitation dwelling units which are basically sound units, but which need repair or replacement of components to bring them to modern code and/or livable standards.

In order to accomplish these goals, the San Francisco Housing Authority (SFHA) will give its highest priority in selecting units for the Mod. Rehab. Program to those projects located in non-impacted areas. Owner outreach activities will be adjusted if a substantial number of the proposals received are for units in areas of high concentration. All local mechanical, plumbing electrical and other applicable local codes will be adhered to for rehabilitation work to be performed.

B. Administration:

To administrate its program, the SFHA will contract with the Mayor's Office of Housing (MOH) to assist on an as needed basis with the preliminary and final feasibility, studies, rehab cost analysis, supervision of the rehabilitation process and Davis-Bacon monitoring. The intent is to create a dual agency effort in which the SFHA will be the lead agency in administrating the program. However, the SFHA will maintain sole responsibility for project selection. The SFHA and the MOH have current staff who are knowledgeable about the major element of the Moderate Rehabilitation Program (MRP).

C. Program Organizing and Staffing.

In administering the Mod Rehab program, the SFHA and MOH will complete all required rehab activities, including inspections, work write-ups, cost estimates, feasibility analysis, and supervision of the rehabilitation process. The SFHA will conduct owner outreach and be responsible for selection of proposals.

The SFHA/MOH possess sufficient rehab. capability to carry out the rehab-related functions of the program. Staff members who will be responsible for the implementation of the program include the Administrator of Leased Housing

Division, the Special Programs Manager for the SFHA; the Housing Rehabilitation Manager, Housing Construction Supervisor, Housing Rehabilitation Coordinator, Housing Rehabilitation Specialist, and Special Projects Coordinator for MOH. In addition, other staff in the areas of Application, Section 8 and Finance will be involved as appropriate and required and assigned.

The Administrator of Leased Housing Division (ALHD) will be responsible for promotion and direction of the Mod. Rehab. program, including outreach and marketing to developers, owners, and potential lenders (where appropriate). The Special Programs Manager (SPM) will be responsible for coordinating internal aspects of the program; recommending owner proposals for approval for general monitoring of all program aspects, including rehab work schedules, and compliance with leasing, temporary relocation, and all other aspects of the program. The ALHD will approve and execute agreements and HAP contracts.

The ALHD will review and approve all proposed work write-up and cost estimates prepared by the MOH, monitor the quality of rehab. work and periodic and final inspections through inspections and review of progress reports from the SPM and meet with the developer and /or contractor or their representatives to review progress, discuss proposed change orders, resolve problems, etc.

The SPM will provide these services: Review and rank owner proposals and make recommendations to the ALHD to ensure that temporary relocation, if required, is carried out in compliance with HUD regulations and the relocation plan; review approved applications; oversee performance of all H.A.P. management functions including liaison with the property managers, coordination of filling vacancies by referring applicants to managers, re-determination of eligibility and rent, etc.

The SPM/MOH will perform or direct the performance of the necessary financial determinations concerning project feasibility, initial and contract rents to owners, and related financial functions. SPM will submit required funding requisitions and reports to HUD, carry out assigned responsibilities and duties in enforcement of the Davis-Bacon wage rate determinations as applicable, and perform the normal Section 8 functions relating to payments to owners, etc.

The SPM/MOH will provide initial unit inspections; perform or review work write-ups (where appropriate and assigned), and prepare cost estimates for units in proposals which have been accepted for approval. Will perform ongoing periodic inspections during the rehab process, and will coordinate related functions with the ALHD or his/her assigned staff members.

D. Training.

The SFHA will provide current training to all employees in the Mod. Rehab. program by making available to them training provided by HUD, through NAHRO or other public-interest groups, or commercial training organizations who offer such programs.

II Plans for Administration of the Moderate Rehabilitation Program.

A. Owner Participation.

1. Solicitation of Proposals. Promptly after receiving an executed Annual Contributions Contract providing funds for the Moderate Rehabilitation program, the SFHA shall make known to the public, through advertising in a newspaper of general circulation in the community, to wit, the SF Chronicle or Examiner as well as through minority media and other suitable means, the availability and nature of the program. Specifically, we will mail out notification of such funding availability to SFHA's list of property owners and non-profit organizations. The ad shall inform owners where they may apply for the program, and that applications must be in accordance with HUD guidelines for fair housing. Advertisements shall include the HUD equal housing opportunity logotype, statement and slogan. The advertisement will be published twice per week for three (3) consecutive weeks and the application period will be for thirty (30) days from the last day of publication.

2. Proposal Format and Contents. The SFHA will develop and use a proposal format for owners wishing to apply for participation in the program. Such format shall include, at a minimum, the following information:

   a. Owner and building identification, including a statement of the owner's ownership or interest in the property.
   b. Number and bedroom size of units to be rehabilitation work.
   c. Rent history by bedroom size.
   d. Extent and scope of proposed rehabilitation work.
   e. Tenant information (including, if possible, average income by family): opinion of the owner as to necessity for permanent displacement or temporary relocation of tenants during rehabilitation.
   f. Prior participation by owner in HUD programs.
   g. Owner's qualifications for management, or if a proposal is made for management by a separate management entity, a statement of the qualifications and experience of such entity in managing HUD rehabilitation or other HUD supported housing programs.

3. Review and Screening of Owner's Proposals. Proposals may be submitted to the SFHA office by mail or in person. The SPM will review all applications for completeness and compliance with program requirements. All proposals which are incomplete, which do not meet program objectives, or which are for

areas or buildings which are overcrowded will be rejected at this review. The criteria for determining overcrowded units will be the Section 8 existing housing occupancy standards.

a. The Authority will adhere to the site selection requirements as outlined in section 882.404 of the Federal regulations pertaining to Mod. Rehab.
b. Proposals which indicate that present rents are at or above the Fair Market Rents (FMRs) for Moderate Rehab. or proposals which clearly indicate that the proposed rehab is inadequate or infeasible, will also be rejected.
c. Owners whose proposals are rejected at this stage will be notified of the reasons for rejection. The notice will specify that the owner may submit additional information to the SFHA in support of his/her application within ten (10) calendar days. All proposals which meet the basic selection criteria will be scheduled for the initial inspection by the SPM.

B. Processing of Applications.

For all proposals selected for further processing, the following shall be required:

1. Inspection. The SFHA/MOH staff shall inspect the property. A determination shall be made by staff as to specific work items which need to be accomplished to bring the units to be assisted up to the HUD Housing Quality Standards as may be required at the time of such inspection (Ref. CFR 882.109 and 882.110, as well as section 882.404, or other standards which may be applicable). The inspection shall also determine what work shall be required to repair or replace major building systems or components which are found to be in danger of failing.

   a. The initial inspection shall be scheduled so that the owner (and residents where practicable) can be present. Owner participation in the inspection will allow the owner to specify the nature and extent of the planned rehab he/she wishes to perform, and will provide an opportunity for the SFHA Rehab. representative to discuss specific problems with the owner, in order to better determine the repairs and/or replacements needed. Residents will also be given an opportunity to state their concerns about maintenance and repair.

   b. Although the owner and residents will be asked to indicate their desire for repairs, the Special Programs Manager will make the final decisions regarding repairs to be made under the program, in accordance with HUD criteria applicable to moderate rehabilitation. If

the owner does not agree with the assessment of the scope or nature of required work, he/she may appeal the decision of the Special Programs Manager to the Administrator of Leased Housing Division.

c. The results of all inspections will be recorded on the appropriate inspection summary form.

d. Quality of inspection work at this state will be ensured through monitoring and technical assistance provided by the MRP Manager.

e. The MOH will prepare a preliminary cost estimate detailing each eligible repair or replacement item and activity and its approximate cost. This estimate will include all eligible rehab. work, all energy-conserving improvements, and any additional work required to make the units accessible to the handicapped. These cost estimates will be reviewed and approved by the SFHA for use in the preliminary feasibility analysis.

2. Preliminary Feasibility Analysis. A rough cost estimate and cash flow analysis of the property following rehabilitation shall be made by the owner and MRP Manager. The following shall be included in this process:

a. A determination of the necessity for any permanent displacement and/or temporary relocation and a preliminary estimate of the cost of any temporary relocation.

b. An analysis of additional energy conserving improvements which may be cost effective and which may be accomplished within the Fair Market Rent limitations of the program. (The owner shall be required to provide energy conserving improvements in accordance with provision of CFR 882.404).

c. A preliminary estimate of the gross rents, based upon the estimates of rehab work, temporary relocation costs, and energy conserving improvements costs.

d. A determination of the monthly amortization amount for the estimated loan.

e. Establishment of a base rent using the average rent data contained in the proposal.

f. Calculation of the gross rent for rehabilitated units by adding the base rent, loan amortization amount, and an allowance for any resident-paid utilities.

g. A comparison of the estimated gross rent with the FMR rents for Mod. Rehab. and a determination of feasibility.

The MRP Manager will schedule a meeting with the owner, at which time the owner will be informed of the proposed base rent for the units. If the owner maintains that the proposed base rent is too low to permit adequate management and maintenance of the unit, he/she will be invited to submit expense date to support his/her claim. This date will then be analyzed and compared with the SFHA's knowledge of average management and maintenance expenses for similar units in the locality.

Following analysis, a revised base rent will be calculated if appropriate and supported by the additional date submitted.

The gross rent will be calculated by adding the monthly loan amortization amount and the allowance for residence-paid utilities to the new base rent. A final determination of feasibility based on the resulting gross rent will then be made.

3. Selection of Proposals. If the owner accepts the base rents established in the preliminary feasibility analysis, the MRP Manager will examine the owners' ability to carry out the rehab work in a timely and competent manner. This analysis will include a review of any previous participation by the owner in other HUD SFHA or local programs.

All proposals determined to be feasible, after review by the Administrator of Leased Housing Division and the MRP Manager will be ranked according to an evaluation system which will take into account the following factors (see the Proposal Ranking checklist attached hereto):

a. The single most important factor will be the neighborhood in which the proposed project is located with highest number of points awarded for units located in areas which do not show a minority and/or lower-income concentration, to wit, the Richmond, Sunset, and Diamond Heights Districts. There will be equal weight given to areas targeted by the city for revitalization, to wit, Chinatown, North Beach, North and South of Market, Western Addition, Hayes Valley, Inner Mission, Potrero Hill, Bernal Heights, Bayview/Hunter's Point, Visitation Valley, and Oceanview/Merced Heights/Ingleside.

b. The second most important factor will be the number of units at one location in one or more structures, with the highest points being awarded for the lowest number of units.

c. The third factor will be the need for temporary relocation with the higher number of points being awarded for proposals with relocation on site, and the highest number for proposals not requiring any temporary relocation.

d. The fourth factor will be the financing commitment with higher points for a tentative commitment and the highest number to be awarded for a firm commitment.

e. The fifth factor will be the experience of the owner/developer in completing and managing other projects with highest points given to owners demonstrating both rehabilitation and management experience.

f. The last factor will be the amount of rehab to be accomplished, with the highest points being awarded for each higher level of rehab per dwelling unit. In the case of ties, the selection will be based on this factor.

In the selection process, the following policies shall apply:

a. No proposal found infeasible by the SFHA in the preliminary feasibility analysis may be approved unless the owner can demonstrate that the allowable rent will be sufficient to rehabilitate, manage and maintain the units adequately.

b. If it is determined during the preliminary feasibility analysis that the work necessary to bring units to the HQS required by HUD, or to repair or replace major systems, is not sufficient to meet the $3,000 per unit minimum amount of rehabilitation, such unit(s) may not be assisted under the program.

c. If any units do not qualify as set forth in (ii) above, but the owner is proposing to include work to make the units accessible to a handicapped or disabled person, and such additional work would bring the total cost per unit to at least $3,000, then the SFHA may approve such units not to exceed five (5) percent of the units under the program, provided that such units are required to meet the requirements of 24 (CFR Part 8, which implements section 504 of the Rehabilitation Act of 1973. (Such rehab work must make a unit barrier-free with respect to the handicap or disability of the individual in residence or expected to be in residence).

d. Prior to approval of any units owned by a State or unit of general local government, the SFHA must contact HUD and request HUD review of the site. The SFHA may not enter into an agreement on any such units

until HUD approval of the site is obtained, and the State or unit of general local government has sold the units to another owner.

e. When the SFHA has selected the proposal or proposals which it plans to approve, all owners will be notified specifying the following:

1. Whether the proposal was rejected or approved.

2. If the proposal was rejected, the reason(s) for rejection, and the owner's right to appeal to the SFHA the basis for rejection.

3. The tentative number of units to be assisted.

4. The owner must request all tenants residing in units tentatively selected for participation in the program to contact the SFHA in order to submit an application for assistance under the mod rehab program.

f. Although it is not expected that any of the units will be located in historic districts, wetlands, or floodlands, the MRP Manager will contact the local planning agency as part of the process of proposal selection. This approach will ensure adequate monitoring of Federal historic preservation, floodplain management, and protection of wetlands requirements. Final approval for proposals recommended shall be taken by action of the Board of Commissioners whose actions shall be governed by the provisions of the Administrative Plan and all related applicable regulations, policies and requirements of the Department of Housing and Urban Development.

4. Notifications to Owners. Owners whose proposals are selected will be sent notices from the ALHD stating that they have been selected, subject to compliance with applicable program policies, and indicating the tentative number of units to be assisted. The notice shall include the base rent agreed upon during the preliminary feasibility process, and shall give the owner a maximum of sixty (60) days to complete the following:

a. Coordinate the preparation of work write-ups and cost estimates with the MRP Manager.
b. Obtain a financing commitment.
c. Select a contractor.
d. Prepare an acceptance lease form.
e. Cooperate in the performance of the final feasibility analysis.

In addition, the notice will specify the duties, responsibilities, and the timing of actions related to proper and adequate notification of existing residents

concerning the mod rehab work, and particularly the rights of residents in regard to any required temporary relocation, benefits, and services to be provided in relation to such actions, all in accord with HUD requirements.

The notice will state that following completion of these activities and contingent upon resident eligibility and a positive final feasibility analysis, the SFHA will execute an Agreement to Enter into a HAP Contract.

5. Selection of Units. The SFHA will take applications and determine the eligibility for all tenants residing in approved units who wish to apply or the program. Applications will be taken by Leased Housing Division staff, preferably at the site of the proposed mod rehab work, or at scheduled time in the SFHA offices. After eligibility of all tenants has been determined, the owner will be informed of any adjustments in the number of units to be assisted. In order to make the most efficient use of housing assistance funds, an agreement may not be entered into covering any units occupied by a family which is not eligible to receive housing assistance payments. The number of units approved by the SFHA for a particular proposal will, therefore, be adjusted to exclude any unit determined by the SFHA to be occupied by a family not eligible to receive housing assistance payments. Eligible families must be briefed at this stage as to their rights and responsibilities under the program.

6. Work Write-ups and Cost Estimates. Upon owner acceptance of the revised number of units to be assisted, the assessment by the SFHA of the work that must be accomplished, and the preliminary feasibility of the proposal, the owner shall then prepare, with the assistance of the SFHA where necessary, detailed work write-ups, including plans and specifications (where necessary) so that a comprehensive and detailed cost estimate may be prepared.

   The work write-ups shall describe how the deficiencies are to be corrected, including acceptable levels of workmanship and material. From this write-up, the owner must prepare a cost estimate, subject to review and acceptance by the SFHA, for the accomplishment of all items specified and mutually agreed upon by the owner and the SFHA.

   As a part of this process, the owner/manager will schedule a work write-ups inspection with residents. Immediately following such inspection, the MRP Manager will complete his/her estimate of the work to be undertaken. The inspection forms, work write-ups and estimates will be used to assess the write-ups and cost estimates prepared by the owner.

7. Selection of Contractor. The owner is responsible for selecting a competent contractor, unless he proposes to perform the work his/herself. Any proposed contractor shall be subject to review and approval by the MRP Manager, shall

be licensed by the State of California in a category appropriate to the scope and level of work to be performed, and shall have a current business license issued by the City and County of San Francisco.

Owner shall give every consideration to minority-owned general and sub-contractors. Each proposed contractor shall submit a statement of qualifications, showing similar types of work which he/she has previously undertaken and which have been successfully completed and accepted. Owners will not be permitted to undertake work unless they are licensed and can demonstrate, on the basis of previous experience, their ability to perform the specified work items.

8. Final Feasibility Analysis. The MRP Manager shall calculate mod rehab gross rents utilizing the proposed contract amount from the selected bid, the base rent agreed upon during the preliminary feasibility process, the appropriate allowance for resident-paid utilities, the estimated cost of temporary relocation (if any), and taking into account the term and rate of the owner's anticipated financing and an over-all project contingency of five (5) to ten (10) percent. HUD regulations for establishing the loan period shall be followed.

   Based on this analysis, the MRP Manager will make a final determination of feasibility under the Fair Market Rent limits and regulations. For proposals which are found to be infeasible, the MRP Manager, with the assistance of the Administrator of Leased Housing Division, will evaluate whether the proposal would meet feasibility criteria if work items are modified and/or the contractor's price reduced. If the possibility of modification exists, the owner will be given the opportunity to make those changes which would bring the proposal within the appropriate rent limits. Proposals determined to be infeasible at this point will be rejected, and the owners sent notifications of that rejection in accordance with the Notification to owners section of this plan.

   Owners whose proposals are found to be feasible will be notified of that fact and will be advised that, subject to securing of financing and the approval of a lease form, the SFHA will execute an Agreement with them in order of priority. The letter will indicate that the full resources of the Authority are available to assist the owner in requesting and obtaining financing. The Addendum to the Lease and a suggested lease form will be provided to each owner with the notification.

9. Financing.

   a. Sources of Financing. Owners will be informed of financing options at various points during the mod rehab process. It is anticipated that larger and more sophisticated owners will use FHA or other types of

mortgage insurance plans, and that smaller owners will tend to use conventional lending instructions. It is also anticipated that some owners will be willing and able to invest their own funds in rental units in order to bring them into compliance with the housing quality standards.

b. Outreach to Lenders. The SFHA will explain to representatives of lending institutions how the program works with special emphasis on the long-term commitment of the Section 8 subsidy, and the fact the Owner's Agreement to Enter into HAP Contract and/or the HAP Contract itself can be used as security for a loan.

C. Program Responsibilities - SFHA and Owner.

1. Relocation. The SFHA shall ensure that the relocation requirements are met in accordance with provisions of CFR 24-882.406, and CFR 49 Part 24. The owner shall be or become totally familiar with all applicable policies and regulations, and shall carry out those for which he is responsible. At a minimum, the following shall be applicable:

2. Permanent Displacement – Families should be notified of the relocation program.

a. The relocation program should:

1. Inform the family they may be displaced and generally describe the relocation payment they may be eligible for, conditions of eligibility, and procedures for obtaining payment.

2. Inform the family they will be given reasonable relocation advisory services, including help in filing claims, and other necessary assistance to help the family successfully relocate.

3. Inform the family they will not be required to move without at least 90 days advance written notice and they cannot be required to move permanently unless at least one comparable replacement dwelling has been made available.

4. Describe the right to appeal the determination as to application for assistance for which they may be eligible.

b. The SFHA will promptly notify all families in writing of their eligibility for applicable relocation assistance.

c. No lawful occupant will be required to move unless at least 90 days advance written notice has been given by the owner. This notice may be sent 90 days before the family is to be displaced or earlier. The notice should state a specific date or state another notice at least 30 days in advance will be sent. It must also state the family will not have to move earlier than 90 days after a comparable replacement dwelling has been made available. A family may be required to move on less than 90 days notice if occupancy would constitute a substantial danger to health or safety (See 49 CFR Part 24.203).

d. No displaced family will be required to move unless at least one comparable replacement dwelling has been made available to the family. When possible, three or more comparable replacement dwellings shall be made available. In special circumstances, a waiver of this policy may be granted. (See 49 CFR Part 24.204).

e. Any claim for relocation payments shall be supported by evidence of such expenses and must be filed within 18 months after displacement. Advance payments may be issued if the family demonstrates a need in order to avoid a hardship. (See 49 CFR Part 24.207).

f. Any displaced family is entitled to reasonable and necessary actual moving and related expenses or, as an alternative, and expense and dislocation allowance according to the schedule approved by the Federal Highway Administration. (See 49 CFR Part 24.301 and 49 CFR Part 24.302).

g. A family displaced from a dwelling is entitled to a rental assistance payment not to exceed 42 times the difference between the base rent for the displacement unit and the lesser of: a) monthly rent and estimated utility cost for a comparable replacement dwelling, or b) monthly rent and estimated utility cost of replacement unit actually occupied by the displaced family. A rental assistance payment may be disbursed in a lump sum or in installments.

h. A family displaced who purchases a replacement dwelling is entitled to a downpayment assistance payment in an amount the family would receive under (7) above. A downpayment assistance payment must be applied to the purchase price of the replacement dwelling. (See 49 CFR Part 24.402)

i. Before a replacement housing payment is made, an inspection of the replacement dwelling, to determine it decent, safe, and sanitary, will be done.

j. Such relocation requirements for permanent displacement do not apply to families who lease a unit after the owner has submitted a proposal to the SFHA provided notice of the impending displacement prior to occupancy by such family. Further, these requirements are not applicable to families whose tenancy is terminated for good cause; for this purpose, "good cause" does not include expiration of the lease term, or termination solely because an owner intends to participate in the mod rehab program.

k. Comparable replacement housing is defined as a dwelling that is functionally equivalent to the displacement dwelling. It must perform the same function, provide the same utility, and be capable of contributing to a comparable style of living as the displacement dwelling.

3. Temporary Relocation – Families not considered displaced persons are families required to relocate temporarily in connection with the project. The temporarily occupied housing must be decent, safe, and sanitary and the family must be reimbursed for all reasonable out-of-pocket expenses incurred including moving expenses and increased housing costs during the temporary relocation.

   a. The owner shall be responsible for all temporary relocation costs. The SFHA will provide assistance to affected families in the selection of suitable temporary quarters, and will monitor the adequacy of the owner's reimbursement of reasonable out-of-pocket expenses and increased housing costs. In no case will temporary relocation be approved for periods longer than twelve (12) months.

   b. While relocation costs associated with <u>permanent</u> displacement or with temporary relocation of ineligible families cannot be amortized through the contract rents, cost for <u>temporary</u> relocation of eligible families can be so amortized.

4. Relocation Records. The owner and the Authority, as applicable and as mutually agreed upon in advance of performance of the relocation function, shall maintain the following type of information:

   a. Identification of: person; displacement property; racial/ethnic group classification; age and sex of members of household; relocation needs and preferences; monthly rent and applicable utility cost, if family rents replacement home.

b. Evidence that person received timely statement describing available relocation payments and basic eligibility conditions; available advisory services; and person's rights to comparable relocation housing.

c. Evidence that person received timely written notice informing tenants of eligibility for relocation assistance and related information (e.g., identification of comparable replacement dwellings and their costs).

d. Evidence and dates of personal contracts; a description of services provided.

e. Identification of referrals_ to relocation properties; date of referral rent and utility costs, date of availability, reason(s) person declined referral.

f. Identification of: actual relocation property, rent and utility costs; date of relocation.

g. Replacement dwelling inspection report; date of inspection.

h. Copy of each approved relocation claim form: evidence that person received payment.

i. Copy of any appeal or complaint filed and SFHA's response/action based on such appeal or complaint.

5. The Lease. It is expected that most owners will not have an acceptable lease form, or no form at all. The SFHA will provide to all selected owners a lease form which meets HUD requirements, including the mod rehab provisions regarding terminations. Each owner will have the option of utilizing the SFHA lease form or submitting his current lease for approval by the Administrator of Leased Housing Division. Should his current lease meet the requirements of the program, the HUD Addendum to Lease will be attached.

D. Execution of Agreement and Rehabilitation.

1. Execution of Agreement. After the owner has obtained lease approval, and has secured a firm financial commitment (in addition to fulfilling any other conditions imposed in the Final Feasibility Notice), the Administrator of Leased Housing Division will execute an Agreement to Enter into a HAP Contract with said owner. An ideal time to execute the Agreement would be just after the Pre-construction Conference, if possible. However, a subsequent meeting for that purpose can be scheduled by the Administrator of Leased Housing Division if necessary.

In either case, the Administrator of Leased Housing Division will complete the Agreement, including the starting date for the rehab work and the deadline for completion, and will review with the owner the responsibilities of all parties under the agreement, and will emphasize the importance of timely and correct completion of the work. The owner and the SFHA will then execute the Agreement.

2. Bid and Award Procedures. Owners will be required to solicit at least three bids from qualified contractors for completion of the approved rehab work items. In the event that fewer than three bids are received, or that none of those received are within ten (10) percent of the cost estimate, the MRP Manager shall require that the work be re-bid. Owners who are doing some of all of the work items themselves will not be exempt from this requirement. Written bids, accurately describing the work to be completed and the cost of that work, will be required from all contractors. In all cases, written bids must be examined and approved by the MRP Manager before an Agreement to Enter into a HAP contract is executed.

   Owners will be expected to select the lowest responsible bidder; however, latitude to select the best bid, even if it is not the lowest will be allowed, with the prior written consent of the SFHA.

3. Pre-Construction Conference. The Administrator of Leased Housing Division and the MRP Manager will conduct a pre-construction conference with the owner and the contractor prior to execution of the Agreement. The process by which the work will be inspected will be reviewed, and deadlines for completion will be established. Procedures for requesting approval for changes to the contract and/or work write-ups will be carefully explained. Written materials describing any procedures not specified in the contract will be provided to the owner and the contractor.

   In addition to general discussion, the following specifics will be included in the conference:

   a. For work involving Davis-Bacon wages, the SFHA will provide copies of applicable wage determinations, and will explain payroll certification and related requirements and procedures, including field checks on wage rates paid to employees.

   b. All legal requirements including applicable licensing, permits and building and safety inspections will be discussed.

   c. Emphasis will be placed on the effect of the rehab work on residents, and the necessity for measures which will be taken by the owner and the contractor to minimize disruption of residents normal and routine

occupancy during rehab. If temporary relocation is required, the owner will be required to contact the residents of the necessity for temporary relocation, and of the rights of residents in connection with such relocation. The MRP Manager shall also exercise the Authority's responsibilities to monitor the relocation process to ensure that the owner complies with HUD's relocation requirements in full.

4. Inspection of the Work and Monitoring of Program Requirements.

   a. Prompt completion of work, compliance with labor standards and Davis-Bacon wage rates (where applicable) and adherence to good construction practices will be monitored through periodic inspections, review of documents, and other efforts, including the following:

   b. The inspection process will incorporate both phased inspection involving specified sign-off points established during the pre-construction conference, as well as spot inspections occurring at least weekly. In addition to these inspections, the MRP Manager will periodically visit the site to check the quality and progress of the rehab work. If problems exist that cannot be handled by the MRP Manager, they will be referred to the Administrator of Leased Housing Division.

   c. Projects requiring conformance with Federal Labor standards and Davis-Bacon wage rates will require that the SFHA take appropriate actions as required by Federal regulations to determine if wages and working conditions are consistent with all applicable Federal requirements.

   d. Throughout the rehab period for each unit, the MRP Manager will make a report to the Administrator of Leased Housing Division following each filed progress of the rehab work and will include comments concerning any problems and possible causes of delay. These reports will be retained in SFHA's files for review by HUD or other Federal representatives.

5. Changes in Work or the Contract Amount

   Contractors will be required to request and obtain the SFHA's approval in writing for any substantive change in the work specified in the Agreement which would (1) alter the design or the quality of the required rehab work, or (2) increase the contract amount. Generally change orders will <u>not</u> be approved unless the cause of the proposed change is beyond the control of the contractor, or the change is in the best interest of the project. Where appropriate, the contract amount and the proposed contract rent may be reduced. The MRP Manager will be responsible for monitoring the use of the

contract contingency amount in order to ensure that it is not exceeded as a result of issuance of change orders.

6. Rehabilitation Work in Relation to Rents.

   Every effort will be made to avoid the necessity of requesting an increase in rents in excess of approval Fair Market Rents for Mod rehab which might result from inclusion of unanticipated work. Careful initial inspections will help to avoid such extra work. When unanticipated work is required and cannot be completed without anticipation of a rent increase which would result in a rent level above that which the SFHA can approve, the MRP Manager will make a recommendation to the Administrator of Leased Housing Division concerning such work and its anticipated cost.

E. Completion of Rehabilitation.

1. Scheduling the Final Inspection. Owners will be required to contact the MRP Manager at least two weeks prior to the completion of the mod rehab work. In addition, the MRP Manager will monitor the progress of the work to project a reasonable completion date. When notification is received from the owner that the work is about to be completed, the MRP Manager will schedule a final inspection with the owner, based on the estimated completion date. He will also remind the owner of the documents he will need to submit before the unit is accepted.

2. Completing the Final Inspection. The final inspection will be completed by the MRP Manager in the company of the owner and the contractor. All work items required by the Agreement will be inspected, and a determination made regarding compliance with the Housing Quality Standards and with program rehab standards. The owner and contractor will be advised of any deficiencies, which will be discussed and agreed upon immediately after the inspection.

   a. A written copy of a punch list, detailing all deficient work items and a schedule for their completion or correction, and listing the amount which must be withheld pending completion, will be provided to the owner and contractor. For minor deficiencies or items which are incomplete, the MRP Manager will work with the Administrator of Leased Housing Division to determine whether the work can be corrected, and whether proposed contract rents should be reduced due to the deficiency in the work.

   b. It is anticipated that owner/contractor disputes can be resolved while the work is in progress; payment of contractor draws will be based on certification of acceptable completion of the rehab work conveyed by

each draw. The MRP Manager in the course of his/her routine inspection of the work, will review each unit only for housing quality compliance, and to determine that the work meets plans and specifications. No SFHA nor mod staff will become involved in disagreements between the owner and the contractor, either during or upon completion of the work.

3. Escrow Funds. In the event there are items of delayed completion at the time the unit is accepted, the SFHA will require that an escrow fund be established by the owner in an amount sufficient to assure the completion of these items. In addition, a written agreement specifying the items to be completed, the time frame for completion, and the amount of funds to be withheld will be required as an exhibit to the contract. IN the event the items are not completed within the time frame established, the SFHA may terminate the contract.

4. Acceptance of the Unit._ Units which pass final inspection with only minor deficiencies will be accepted at the time of final inspection, subject to correction of such deficiencies as specified by the SFHA. The MRP Manager will schedule a date to re-inspect any work remaining to be completed or corrected. Units with other than minor deficiencies will not be accepted until such deficiencies are corrected to the satisfaction of the Administrator of Leased Housing Division. Resolution of such problems is the sole responsibility of the owner.

Not later than the time of final acceptance of a unit, the owner will be required to submit all local permits and approvals as required as evidence of completion and the Actual cost and Rehabilitation Loan Certifications, on the form provided.

5. Preparation of the HAP Contract. The Administrator of Leased Housing Division will review other owner certifications immediately following the final inspection and will compare the Actual Cost and Rehabilitation Loan Certification with the Final Feasibility Analysis and approved change orders, if any. Contract rents will be recalculated if rents specified in the Agreement are to be adjusted, pursuant to provision of section 882.408. If the HAP contract is being signed with unresolved minor deficiencies, an agreement describing the remaining work items, their cost, and the date by which they will be completed must be executed and attached to the HAP contract.

   As soon as the Administrator of Leased Housing Division is satisfied that units are acceptable, the appropriate HAP contract will be prepared for the owner's signature. At the time of execution, the owner will be told when housing assistance payments will be made, and the MRP Manager will answer any questions the owner may have regarding the manager phase of the program.

III Outreach to lower-income Families

A. Paid advertising: Advertisements will be placed in the San Francisco Chronicle Examiner, and in newspapers serving minority populations such as the Sun Reporter and publications printed in foreign languages, specifically, Spanish, Vietnamese, Russian and Chinese.

B. Press releases: Press releases announcing the opportunity to apply for the housing programs will be sent to all the newspapers listed above. In addition, attempts will be made to place feature stories on radio and television programs.

C. Brochures: Applicant brochures will be made available in English, Spanish and Chinese languages, and will be sent to all interested parties.

D. Community contacts: The agency employs a Director of Public information and the Leased Housing Department has an Administrator and a Liaison Officer to represent the agency at meetings of landlords and tenants. There is also a Special Programs Manager in the Leased Housing Department who handles the advertising and dissemination of information for specific programs such as the Moderate Rehabilitation Program and the Section 8 Aftercare Program.

E. Groups less likely to apply: Our locality networks extremely well and there is not a specific group less likely to apply for the programs.

F. The agency will continue contact with Chinese, Vietnamese, Hispanic, Russian, and Black communities, as well as agencies that serve disabled populations.

IV Promoting Greater Housing Opportunities for Families Outside Areas of Low- income and Minority Concentration

A. Availability of programs will be advertised in the San Francisco Chronicle/Examiner, publications serving minority communities in addition to publications in Chinese, Spanish, Vietnamese and Russian.

B. The Administrator of Leased Housing will meet with all interested individuals and groups such as Realtors and Apartment Managers Associations to promote the agency and its programs. The Moderate Rehabilitation program is also targeted toward providing housing opportunities in non-impacted areas and the Special Programs Manager and the Administrator of Leased Housing are available to explain the program to all owners that inquire as a result of the public notices placed in the above referred to newspapers. In addition, we have a knowledgeable inspection staff who are daily making contact with tenants and owners in all sections of our City promoting the attributes of the Section 8 programs.

C. The SFHA is presently in the process of re-writing its Owner's Guide wherein we intend to address the issue of Fair Housing and Equal Opportunity. Presently, we have informed staff of the agency's policy against discrimination on the bases of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference, age, disability, handicap, military status, source of income, marital status, presence of children in a household, or because an individual has or is suspected of having Acquired Immune Deficiency Syndrome (AIDS). This information is provided to all owners participating in the Section 8 Programs.

D. Not only is our staff well informed so that fair housing and equal opportunity is ensured for the participants; all of the briefing packets contain the Housing Discrimination Complaint form (HUD-903) and the Fair Housing handbook "It's Your Right." During the briefing session, applicants are advised to seek staff assistance in completing the form if they feel they have been discriminated against during their housing search. In addition, staff provides the address and telephone number of HUD's Office of Fair Housing and Equal Opportunity to any applicant or participant who thinks that they have been a victim of discrimination.

The following items are applicable only to the Section 8 Program:

E. The SFHA's briefing of applicants covers all the counties in which participants may reside. For our jurisdiction, a listing of vacant units submitted by owners is maintained in loose leaf binders at our Eligibility Office for applicants to review. Participants are also informed not to limit themselves to these listings, but to utilize newspapers and real estate firms, as well as, walking the neighborhoods in which they would like to reside and looking for rental signs.

F. Applicants are encouraged to read the explanation of the Section 8 program provided to them in their briefing packets, however, any applicant may contact the Eligibility Office or the Leased Housing Department for explanation or clarification of program requirements.

G. During the briefing session, it is our intention to stress the utilization of the Certificates in other cities and counties of the State of California. The SFHA cooperates fully in utilizing the portability of both the certificate and voucher programs.

H. Section 8 Certificates issued by the SFHA may be used in anywhere in the State of California.

V. Ensuring Equal Opportunity to Applicants for Participation in the SFHA's Existing Housing or Moderate Rehabilitation Program and in the Selection of Certificate Holders or Applicants to be Referred to Owners of Vacant Moderately Rehabilitated units.

Action to be Taken:

A. General Policy

The demand for affordable housing in San Francisco far exceeds the current supply. To best meet the housing needs of the community and the administrative needs of the SFHA, the SFHA will take applications only on a periodic open-enrollment basis except for applications connected with the Rental Rehabilitation Program. In that case, on-going open enrollment shall be used in order to receive applications from households occupying units to be rehabilitated under the Rental Rehabilitation Program. The application-taking process will be undertaken in two steps: a preliminary (pre) application will be taken first; a formal application (and verification of information received) will follow when the SFHA is ready to allocate the Certificate/Voucher.

B. Periodic Application Taking

1. Acceptance of Applications

   Applications will only be accepted during the advertised periods of enrollment. These enrollment periods are determined based upon the need of the SFHA to augment the waiting list so that the SFHA's preference policy can be met in any of the "bedroom-size" categories. Generally, application intake will open when the number of apparently eligible applicants is insufficient to be granted the Certificate/Vouchers estimated to be available in the next l2 months. The decision to open and/or close application taking and enrollment will be made by administrative action.

2. Application-taking Process

   Unless the public is given notice to the contrary, the SFHA will employ a standard application system. With a standard application system, position on the waiting list is determined by the date and time the pre-application is received. The application-taking closing date shall be determined administratively. The open enrollment period shall be such to allow sufficient numbers to create a large enough waiting list to meet the needs of the SFHA for at least one year. Both the opening and closing-date of enrollment shall be advertised.

3. Public Advertisements of Enrollment Period

   Application intake periods will be announced to the public at least fifteen (l5) days in advance. Advertising efforts will include, but not be limited to:

   - Publication in a major local newspaper;

- Postings in the offices of the SFHA;
- Notices circulated for posting at social services agencies and community centers.

Advertisements will inform interested persons of the application system to be employed by the SFHA, the specific time periods when pre-applications will be accepted, location(s) where pre-application forms are available, location(s) where forms must be returned in person and/or by mail, and basic eligibility requirements.

C. Type and Use of the Preliminary (pre) Application Information

The first step in initiating the application-intake process is for interested persons to fill in and return to the SFHA a preliminary application (henceforth referred to as "pre-application") form. The purpose of the pre-application is to initially identify apparently eligible families and any preference category they may fit in. Requests for forms may be made in person (or by mail if the SFHA so determines) at the specified location(s) and must be returned in person and/or by mail as specified. SFHA staff will be available during business hours to assist applicants in completing pre-applications and answer questions.

The type of information requested includes:

- names and ages of all household members;
- sex and relationship of members;
- address(es) and telephone number(s);
- amount and source of all income and assets;
- information on handicaps/disabilities of members;
- information related to selection preferences;
- race, ethnicity of the Head of Household.

Information from completed pre-applications will also be used to determine placement on the waiting list. The applicant's final placement on the waiting list will be determined once the full application process is completed and verified.

Applicants are responsible for informing the SFHA of changes in family circumstances, and are responsible for responding to requests from the SFHA to

update pre-applications. Refusal to provide information may result in the applicant being removed from the waiting list.

Completion of a Formal Application

D. Requirement to Attend Scheduled Meeting

1. Applicants on the waiting list will be asked to complete a formal application when it is estimated that a Section 8 Certificate or Voucher can be made available within approximately 120 days.

   Completion of the Application will be done in person with the assistance of SFHA staff. The SFHA will provide written information on documents needed for completion of the application and will schedule an appointment with the applicant. It is the applicant's responsibility to reschedule a meeting that they cannot attend because of extenuating circumstances. If the applicant does not reschedule and misses two scheduled meetings, the SFHA may reject the application. Rejection of an application means that the household will be removed from the Waiting List and must reapply when applications are again being taken. The SFHA will notify the application in writing if it takes such action.

2. Verification of Information Received

   Staff will verify and place in the applicant's folder documentation relating to employment and income data, family composition, assets, full-time student status, Veteran status, medical expenses, handicapped assistance expenses, and other information that may be required to determine program eligibility.

   Third party verifications in writing are preferred. Oral third party verifications are acceptable, if properly documented. Obtaining documents from the applicant and photocopying is an acceptable form of verification when not prohibited by law. When such documents cannot be photocopied, appropriate staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. All verifications will be maintained in the applicant's folder.

E. ORDER OF PREFERENCE

In accordance with the Quality Housing and Work Responsibility Act of 1998, SFHA will administer its Section 8 Moderate Rehabilitation program so that the following Income Targeting objectives are achieved for the period from April 1, 1999 through September 30, 2000, and for each fiscal year thereafter:

- Not less than 75% of new admissions to Section 8 Mod Rehab assistance programs must have incomes at or below 30 % of the area median income.
- The remainder of new admissions to Section 8 Mod Rehab assistance programs must have incomes at or below 80% of the area median.]

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the SFHA retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

The SFHA has adopted the Federal Preferences as Local Preferences in administering its assisted housing programs. [If Federal Preferences are required, the SFHA local preferences are to be considered ranking preferences.]

The SFHA employs the following system of local preferences in administering its wait list. The local preferences consist of:

1. INVOLUNTARY DISPLACEMENT:

An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

Natural Disaster: a disaster such as a fire, flood or earthquake that resulted in the un-inhabitability of the applicant's unit.

Domestic Violence: an applicant who has vacated due to actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other household member, who lives in housing with an individual who engages in such violence.

Government Action: an action of a government agency related to code enforcement or public improvement or development.

Landlord Action: an action by a housing owner that results in an applicant's having to vacate his or her unit, where the reason for the owner's action was beyond the applicant's ability to control or prevent, and despite the applicant having met all

previously imposed conditions of occupancy, and the action is other than a rent increase.

2. SUBSTANDARD HOUSING:

Homeless: An applicant who is a "homeless family" shall be considered to be living in substandard housing if the individual or family:

Lacks a fixed regular, and adequate nighttime residence; and

Has a primary residence that is:

A supervised publicly or privately operated shelter designed to provide temporary living accommodations, (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or

An institution that provides a temporary residence for individuals intended to be institutionalized; or

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

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to state or federal law.

Non-Homeless: A non-homeless family is living in substandard housing if their present unit meets any of the following criteria: it is "dilapidated;" it does not have operable indoor plumbing; it does not have a usable flush toilet and a usable bathtub or shower inside the unit for the exclusive use of the family; it does not have electricity, or has inadequate or unsafe electrical service; it does not have a safe or adequate source of heat; it should, but does not have a kitchen, or it has been declared unfit for habitation by a government agency. A housing unit is "dilapidated" if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family or it has one or more critical defects or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may have resulted from the original construction, or from continued neglect or lack of repair, or from serious damage to the structure.

3. PAYING MORE THAN 50% OF INCOME FOR HOUSING:

An applicant shall qualify for this federal preference if the family is paying more than 50 percent of the total family income for rent. However, an applicant may not qualify for a preference under this section if the applicant is paying more than 50 percent of family income to rent a unit because his or her housing assistance under

the public housing, Section 8 program, or any program under the Housing and Urban Development Act of l965 with respect to that unit has been terminated as a result of the applicant's refusal to comply with applicable program policies and procedures with respect to the occupancy of under-occupied and overcrowded units.

The SFHA will weigh each local preference equally. That is, an applicant that meets the federal definition of any or all of the local preferences will receive an equal priority. Specific applicant preference procedures, definitions and requirements not covered in this policy shall follow the HUD regulations found at 24 CFR Part 5, as amended from time to time.

The SFHA has adopted the following as secondary local preferences:

1. Residency status: A family is considered a "resident" of the City and County of San Francisco, if (a) they live in San Francisco or (b) the head of household or spouse is employed or has been notified that he/she has been hired to work in San Francisco. The Family must submit documentation that provides a current address of residency or employment and sign a waiver to permit the SFHA to verify the address.

2. Veterans status: A member of the United States Armed Forces honorable discharged from service or currently listed and is the head of house hold **or** spouse of the applicant family. Verification will be provided by the Veterans Administration.

3. Welfare to Work Participants in good standing with their obligations to the Welfare to Work Program.

ORDER OF SELECTION

The SFHA will rank and admit applicants from the waiting list in accordance with the following priority categories:

Level of Priority	Category One	Category Two	Category Three	Category Four
1	Local Preference	Resident	Veteran	Welfare to Work
2	Local Preference	Resident	Veteran	Non-Welfare to Work
3	Local Preference	Resident	Non-Veteran	Welfare to Work
4	Local Preference	Resident	Non-Veteran	Non-Welfare

				to Work
5	Local Preference	Non-Resident	Veteran	Welfare to Work
6	Local Preference	Non-Resident	Veteran	Non-Welfare to Work
7	Local Preference	Non-Resident	Non-Veteran	Welfare to Work
8	Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work
9	No Local Preference	Resident	Veteran	Welfare to Work
10	No Local Preference	Resident	Veteran	Non-Welfare to Work
11	No Local Preference	Resident	Non-Veteran	Welfare to Work
12	No Local Preference	Resident	Non-Veteran	Non-Welfare to Work
13	No Local Preference	Non-Resident	Veteran	Welfare to Work
14	No Local Preference	Non-Resident	Veteran	Non-Welfare to Work
15	No Local Preference	Non-Resident	Non-Veteran	Welfare to Work
16	No Local Preference	Non-Resident	Non-Veteran	Non-Welfare to Work

Units shall be filled in the order indicated above. Applicants at the top of the list will be notified of a vacancy and asked to participate in the PBV Program. If they refuse or do not respond, the next applicant is contacted, and so on. If at any time the waiting list does not contain a sufficient number of preference applications, the Section 8 Mod Rehab referrals will be made to non-Local preference eligible applicants without regard to Preference Status.

F. Enrollment in Conjunction with the Rental Rehabilitation Program

The SFHA will allow an on-going open enrollment process only from household residing in units to be rehabilitated through the federal Rental Rehabilitation Program. It is important to note that in all other cases, applications will be taken solely when the SFHA has publicized that it is taking applications.

The SFHA will offer a rental certificate or rental voucher to the eligible family living in a rental rehabilitation project, at the time the rehabilitation project is approved, if the family: (a) is required to vacate a unit because of physical

construction, housing overcrowding or a change in the use of the unit; or (b) would have a post-rehabilitation rent burden greater than 35 percent of the family adjusted income as a result of the rehabilitation.

Pre-application/application Taking for Rental Rehabilitation Program Tenants

Applications will be taken from Rental Rehabilitation Program tenants after the owner's application to participate in the Rental Rehabilitation Program is approved. Individual notices will be sent to all tenants residing in a Rental Rehabilitation project informing them of the availability of Section 8 Program assistance if they meet the Section 8 eligibility and preference requirements. Tenants must have been occupants of the building prior to the owners signing of the Rental Rehabilitation Program promissory note in order to be eligible for housing assistance. Tenants will also be informed that, if eligible, they may be assisted whether they remain in the unit rehabilitated through the Rental Rehabilitation Program or relocate elsewhere.

SFHA staff will conduct the initial intake interview with Rental Rehabilitation Program tenants in order to collect information necessary to make a preliminary determination of eligibility. This interview is in addition to any other interview conducted or information provided by a tenant to the City of San Francisco to allow the owner to participate in the

Rental Rehabilitation Program. Final determination of eligibility can only be made by the SFHA once it verifies the information provided by the household.

G. Enrollment in Conjunction with Pre-payment of a HUD Insured Mortgage by an owner of Low-Income Housing (OPT-OUT Program)

The SFHA will allow an on-going enrollment process from households residing in low-income rental units which are:

- Insured or held by HUD under either Section 22l(d)(3) of the National Housing Act, and which receives assistance under either the Section l0l Rent Supplement program of the Housing and Urban Development Act of l965 or Section 8 of the United States Housing Act of l937;

- Insured or held by HUD under Section 22l(d)(3) and benefits from a below-market interest rate loan;

- Insured, assisted or held by HUD under Section 236 of the National Housing Act; or

- Held by the Secretary and was formerly insured under a program in (l), (2) or (3) above, and that the mortgage is eligible for pre-payment and the owner has elected to pre-pay such mortgage.

As with the Rental Rehabilitation Program, individual notices will be sent to all tenants residing in an OPT-OUT project informing them of the availability of Section 8 assistance through the SFHA's program.

Each family must be an occupant of the building prior to the owner's decision to OPT-OUT of the program. Tenants will be informed that, if eligible, they may be assisted whether they remain in the unit or relocate elsewhere. Should they choose not to participate in the program, they must relocate without Section 8 assistance.

H. Final Determination and Notification of Eligibility Status

After completion of the verification process, the SFHA will make its final determination regarding eligibility. All applicants will be notified in writing by the SFHA of their status following submission of a pre-application as well as the formal application. Applicants have a right to an informal review of determination made by the SFHA relative to their pre-application and formal application.

It is important to note that although the household appears to be eligible when the pre-application is taken and the household is placed on the Section 8 Waiting List, the Household is not in the program until the SFHA's final determination of eligibility is made which occurs at the time that the ACTUAL offer of assistance is made. Such a policy is necessary because the SFHA must process applications based upon rules in effect at the time of processing. At times, HUD mandates programmatic or policy changes which can affect a household's eligibility between the period of pre-application taking and final determination.

I. Grounds for Refusal to Accept/Process Pre-Application or Application

In accordance with 24CFR 882.2l0, the SFHA is not obligated to assist families who:

- Currently owe rent or other amounts to SFHA or any other Public Housing Authority;
- Were previous participants in SFHA's Section 8 Program(s) and left owing monies for "unpaid rent, damages, and/or vacancy loss";
- Have breached an agreement to repay monies owed SFHA;
- Have previously violated any family obligation listed in Section 882.ll8 of 24 CFR or under the terms of the "Certificate of Family Participation" or Housing Voucher;
- Have committed fraud in connection with any federal housing assistance program.

SFHA will not deny families from being placed on the waiting list because of any of the above; however, families will be informed that they will be denied a Certificate/Voucher until all outstanding debts to the SFHA have been paid in full.

J. The vacancy procedures for the Moderate Rehabilitation Program are as follows:

Subsequent to the Agreement to Enter into a Housing Assistance Payments Contract and approximately sixty days prior to the Housing Assistance Payments Contract being executed, referrals are made the participant owners from the Leased Housing existing waiting list. For SRO McKinney Act Moderate Rehabilitation projects, a separate list is established for homeless single individuals for each designated population being funded by HUD. The outreach is accomplished as set forth above.

Upon receipt of notice from either the owner or the tenant that a moderate rehabilitation unit is or has been vacated, referrals from the top of the waiting list are referred for owner selection to the project as established by the procedures set forth above.

VI Provision of Services and Assistance to Families That Allege They Have Encountered Discrimination During Their Housing Search

Actions to be taken:

A. The Housing Authority will provide the necessary discrimination complaint forms and will assist, where feasible, with the filing of any discrimination complaints. Applicants will be reminded of their Civil Rights and, if appropriate, will be referred to the HUD Regional Fair Housing Office or the local Legal Aid Foundation for further action. The Housing Authority may also contact the owner to discuss the equal housing laws and ascertain more information about the nature of the discrimination.

B. The Manager of the Eligibility Department has attended Fair Housing Seminars and has familiarized the Eligibility staff regarding fair housing laws. During the formal Section 8 briefings applicants are informed about discrimination practices and the procedures for handling the same. In addition, the Eligibility staff is bilingual in Spanish, Vietnamese, Chinese and Tagalog.

VII. Utilization of a Local Fair Housing Organization or Organization Serving the Handicapped.

The SFHA will subcontract with a Fair Housing organization or organization serving the Handicapped in its Existing Housing or Moderate Rehabilitation Program(s).

Yes____ No__x

VIII. Promoting Employment Opportunity in the PHA's Employment Practices - Existing Housing or Moderate Rehabilitation Program.

A. Existing or proposed staffing pattern by position, race/ethnicity, gender, and salary. (Asterisk staff members employed by PHA in other programs prior to making application for the Section 8-Existing Housing and/or Moderate Rehabilitation Program.)

See attached list.

B. Actions to be taken to promote equal opportunity in employment practices.

The Housing Authority practices affirmative action in housing and in all aspects of personnel consideration. The agency has recently employed an Affirmative Action Director. One of his first duties will be to formulate a written Affirmative Action Policy statement.

IX. Equal Opportunity for Participation in the Moderate Rehabilitation Program and Section 3 Business.

Actions to be taken in developing and maintaining lists of local minority and Section 3 businesses:

N/A

X. The Management Period.

A. Family Participation.

1. Ineligibility of Residents in Occupancy Prior to Rehab. Residents found ineligible will have been notified in writing of the determination and of their right to a hearing as required by 882.406 of the regulations. Owners will be notified in writing of the ineligible status of any residents; the notice will provide that the owner has a right to submit additional information within fifteen (15) calendar days of the date of the notice and to request reconsideration of the determination of ineligibility.

2. Referral of Applicants. Owners will be requested to notify the SFHA of expected vacancies sixty (60) days prior to the scheduled completion of the rehab work, or on the date of the Agreement, whichever occurs later. Such notifications will be referred to the Eligibility Manager who, following the resident selection preferences identified above, will select applicants for a briefing to provide an explanation of the moderate rehab program.

Following the required Section 8 briefing, families will be referred to the owner. Should the owner not select a referred family, the process will be repeated as many times as required for the number of vacancies in the owner's units. The SFHA's HUD-approved Administrative Plan for the Section 8 Existing Housing program shall be followed in the management of the occupancy function for the mod rehab program.

3. Section 8 Staff Functions. After applicants have been referred to the owner, Section 8 staff will contact the owner at least once a week to determine whether vacant units have been leased. This procedure is required to determine whether the owner is entitled to vacancy loss payments, as provided for in the HUD regulations. Should a family indicate that it does not wish to participate in the mod rehab program, following the mod rehab briefing, then the family's name will remain on the waiting list for the Section 8 Program.

4. Accessibility for the Handicapped._ It is anticipated that most rehab work to make units accessible for the handicapped will be performed on units currently occupied by handicapped persons. If selected proposals include units which are already occupied by the handicapped, owners will be required to make the units accessible.

5. Assistance to Families who Move. Families who voluntarily decide to move from a mod rehab unit will be considered for a Section 8 Existing Certificate just as any other applicant would be considered. However, the SFHA will discourage frequent moves, in accordance with its basic statement of policies, since such a process does not add to the number of units available nor does it permit assistance to additional applicants.

   If a family is forced to move through no fault of its own because the unit is no longer suitable (based on an increase or decrease in family size), or the contract is terminated by the SFHA for other reasons, the family will be offered a preference for referral to vacant mod rehab units, and will be qualified for and issued a Section 8 existing housing certificate.

XI. Ongoing Procedures: Payments to Owners, Adjustments in Utility Allowances and Rents, Annual Inspections, and Annual Re-determinations.

Payments to owners will be made in accordance with the procedures described for the SFHA in the Section 8 Existing Housing Program Administrative Plan. For all units included in the mod rehab program, utility allowances will be the same as those used in the Section 8 Existing Housing Program, and will be adjusted at least annually in accordance with Federal regulations governing such allowances.

Review of annual rent increases requested by owners, adjustment of utility allowances, annual inspections and annual re-determinations of eligibility and rent will be coordinated

so that only one annual adjustment to the HAP contract and the gross family contribution will be required; this will be effective with the anniversary date the unit lease. The SFHA's Section 8 Existing Housing Program procedures will be followed in performing these annual functions.

A. Monitoring.

1. Adherence to Leasing and Rehab Schedules. During the rehab period, the Administrator of Leased Housing Division will receive copies of all inspection reports from the MRP Manager. The SFHA's central administration of the program and its constant contact with the Section 8 staff will allow the Administrator of Leased Housing Division to closely monitor program progress.

2. Resident Termination. Participating owners and residents will be completely briefed on the conditions which allow the termination of tenancy. During the program briefing, families will be instructed to contact the SFHA if they receive, or are advised by the owner that they are about to receive, a termination notice. When HAP Contract is signed, owners will be instructed to contact the SFHA when they intend to terminate a mod rehab resident. The contract provision requiring the owner to issue a notice of termination to the resident (with a copy to the SFHA) will be pointed out to the owner. When the SFHA becomes aware of a potential termination, assigned Section 8 staff will notify the owner and the resident to ensure that both parties understand their rights and obligations under the mod rehab program. Owners who do not comply with program requirements regarding resident termination will be terminated from the program in accordance with Federal regulations and requirements.

3. HAP Contract Violations. The SFHA will monitor management operations on a continual basis, utilizing management reports, as well as personal observation, spot inspections, and resident feed-back. An annual housing quality inspection will be made of each dwelling unit to determine conditions and to monitor both management performance (including proper maintenance) and resident adherence to program requirements. In addition, residents will be advised to contact the SFHA if problems develop which cannot be resolved after genuine efforts on the part of the resident and management.

4. Owner Management Provision. The owner must submit prior to the management phase a detailed description of his/her management plans, including previous management experience and a description of management services to be provided by the proposed management entity. Initial SFHA determination regarding owner management capability will be based on its initial inspection of the units included in the owner's management experience statements. Similar inquiries will be made concerning any management firm

which is proposed by the owner. The SFHA retains the right to object to management proposals or management firms deemed to be inadequate for the management function.

After units are under contract, the SFHA will monitor management capability and performance thorough review of reports, spot checks, annual inspections, and response to complaints from residents. Any deficiencies will be called to the attention of the owner, and corrections may be required in accordance with HUD contract funds to the owners.

5. Reserve Account Consistent with the policy adopted by the Board of Commissioners of the San Francisco Housing Authority, the agency will maintain an operating reserve balance of at least forty percent (40%) of the prior years total expenditure for each fund under the Section 8 Program. It is also been resolved and adopted by the Board of Commissioners and it is the procurement policy adhered to for this and other programs, to be obtained said Board of Commissioners approval for any expenditure in excess of $5,000.

San Francisco Housing Authority
Section 8 Home Ownership Program
Capacity Statement

The San Francisco Housing Authority shall operate a Section 8 Homeownership Program with various requirements including but not limited to:

Each family will be required to contribute at least 3% of the purchase price of the home, with at least 1% coming from the family's personal resources. The family's resources may include funds from the family's FSS escrow account, as outlined in the SFHA Administrative Plan for the Section 8 Program, page 119, Section 22.15.

In addition, loans secured by the family and approved by the SFHA must be insured or guaranteed by the state or federal government. These loans must comply with secondary mortgage underwriting requirements, and/or comply with accepted private sector underwriting standards, as listed on page 120 – "Finance Requirements" of the SFHA's Section 8 Administrative Plan revised 7/11/2002

Due to the high cost of homes in the city and county of San Francisco, many families will not be able to take advantage of the homeownership opportunity. Therefore, the SFHA is collaborating with the local San Francisco Redevelopment Agency and Mayor's Office of Housing and Community Development to identify Below Market Interest Rate (BMIR) home ownership funding sources and develop homeownership opportunities such as utilizing the Habitat for Humanity Program to develop affordable homes.

The SFHA has identified possible sources of funding (FSS Coordinator), as approved by HUD, to hire additional staff to successfully develop, operate and maintain the home ownership program.

Five-Year Action
Part: 1 Summary
Capital Fund Program (CFP) 2002 - 2006

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

OMB Approval No. 2577-0157 (Exp. 07/31/98).

HA Name: SAN FRANCISCO HOUSING AUTHORITY

Locality (City/County & State)
SAN FRANCISCO CITY AND COUNTY, CALIFORNIA

[X] Original [ ] Revision No.

CAL No.	Development Name	Work Statement for Year 1 FFY 2003	Work Statement for Year 2 FFY 2004	Work Statement for Year 3 FFY 2005	Work Statement for Year 4 FFY 2006	Work Statement for Year 5 FFY 2007
1-1	HOLLY COURT		$460,000	$0	$0	$0
1-2	POTRERO TERRACE		$100,000	$150,000	$150,000	$150,000
1-3	SUNNYDALE		$691,837	$300,000	$200,000	$300,000
1-4	VALENCIA GARDENS		$0	$0	$0	$0
1-8	WESTSIDE COURTS	See	$560,000	$0	$100,000	$0
1-9	WESTBROOK APTS	Annual	$130,000	$160,000	$100,000	$160,000
1-10	POTRERO ANNEX	Statement	$60,000	$150,000	$100,000	$150,000
1-11	NORTH BEACH		$0	$0	$0	$0
1-15	PING YUEN		$230,000	$320,000	$3,640,000	$320,000
1-16	ALEMANY		$220,000	$100,000	$0	$100,000
1-17	HUNTER'S POINT		$365,190	$150,000	$100,000	$150,000
1-18 (1)	JFK TOWERS		$0	$360,000	$120,000	$360,000
1-18 (3)	HUNTER'S VIEW		$190,000	$0	$60,000	$0
1-18 (4)	ALICE GRIFFITH		$694,000	$100,000	$150,000	$100,000
1-18 (5)	ROSA PARKS		$100,000	$600,000	$250,000	$600,000
1-18 (6)	PING YUEN NORTH		$580,000	$0	$0	$0
1-18 (7)	HAYES VALLEY A (VELASCO)		$50,000	$50,000	$50,000	$50,000
1-18 (10)	WOODSIDE GARDENS		$250,000	$30,000	$130,000	$30,000
1-18 (13)	MISSION DOLORES		$20,000	$0	$120,000	$0
1-19 (1)	990 PACIFIC		$10,000	$30,000	$0	$30,000
1-19 (2)	1750 McALLISTER		$410,000	$220,000	$0	$220,000
1-20	3850 18th STREET		$0	$170,000	$130,000	$170,000

Signature of Executive Director
Gregg Fortner, Executive Director
X

Date:

Signature of Public Housing Director/Office of Native Americans Program Administrator
X

Date:

facsimile of form HUD-52834 (01/05/95)
ref Handbook 7485.3

Five-Year Action
Part: 1 Summary
Capital Fund Program (CFP) 2002 - 2006

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

OMB Approval No. 2577-0157 (Exp. 07/31/98).

HA Name: SAN FRANCISCO HOUSING AUTHORITY

Locality (City/County & State)
SAN FRANCISCO CITY AND COUNTY, CALIFORNIA

[X] Original [ ] Revision No.

CAL No.	Development Name	Work Statement for Year 1 FFY 2003	Work Statement for Year 2 FFY 2004	Work Statement for Year 3 FFY 2005	Work Statement for Year 4 FFY 2006	Work Statement for Year 5 FFY 2007
1-21	320/330 CLEMENTINA		$70,000	$530,000	$250,000	$530,000
1-23	1880 PINE		$10,000	$10,000	$130,000	$10,000
1-27	350 ELLIS		$80,000	$130,000	$0	$130,000
1-28	666 ELLIS	See	$280,000	$0	$0	$0
1-29	345 ARGUELLO	Annual	$0	$0	$0	$0
1-30A	452 DUBOCE	Statement	$50,000	$0	$60,000	$0
1-30B	75-77 COLERIDGE		$40,000	$0	$0	$0
1-30C	101-103 LUNDY'S LN		$120,000	$0	$0	$0
1-31	25 SANCHEZ		$20,000	$190,000	$0	$190,000
1-32	1760 BUSH		$0	$1,060,000	$0	$1,060,000
1-33	275 THRIFT		$10,000	$0	$0	$0
1-34	4101 NORIEGA		$10,000	$110,000	$0	$110,000
1-34	200 RANDOLPH		$50,000	$20,000	$0	$20,000
1-34	363 NOE		$63,960	$10,000	$88,572	$10,000
1-35	2606-68 GREAT HWY		$0	$0	$100,000	$0
1-35	2698 CALIFORNIA		$140,000	$180,000	$0	$180,000
1-36	227 BAY		$0	$168,572	$0	$168,572
1-37	491 31st AVE		$20,000	$20,000	$0	$20,000
1-39A	939 EDDY STREET		$90,000	$20,000	$0	$20,000
1-39B	951 EDDY STREET		$0	$0	$0	$0
1-41	430 TURK STREET		$90,000	$290,000	$0	$290,000
1-42	SAN JULE APTS		$10,000	$0	$0	$0
1-43	ROBERT PITTS APTS		$160,000	$470,000	$0	$470,000

Signature of Executive Director
Gregg Fortner, Executive Director
X

Date:

Signature of Public Housing Director/Office of Native Americans Program Administrator
X

Date:

facsimile of form HUD-52834 (01/05/95)
ref Handbook 7485.3

Five-Year Action
Part: 1 Summary
Capital Fund Program (CFP) 2002 - 2006

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

OMB Approval No. 2577-0157 (Exp. 07/31/98).

HA Name:	SAN FRANCISCO HOUSING AUTHORITY	Locality (City/County & State) SAN FRANCISCO CITY AND COUNTY, CALIFORNIA	X Original	Revision No.

CAL No.	Development Name	Work Statement for Year 1 FFY 2003	Work Statement for Year 2 FFY 2004	Work Statement for Year 3 FFY 2005	Work Statement for Year 4 FFY 2006	Work Statement for Year 5 FFY 2007
A.	HA-Wide HQS		$193,585	$530,000	$600,000	$530,000
B.	Physical Improvements Subtotal		$6,628,572	$6,628,572	$6,628,572	$6,628,572
C.	Management Improvement		$3,149,643	$3,149,643	$3,149,643	$3,149,643
E.	Administration	Annual	$1,570,000	$1,570,000	$1,570,000	$1,570,000
F.	Fees and Costs	Statement	$1,260,000	$1,260,000	$1,260,000	$1,260,000
G.	Operations		$3,140,000	$3,140,000	$3,140,000	$3,140,000
	Total CGP Funds		$15,748,215	$15,748,215	$15,748,215	$15,748,215
	Total Non-CGP Funds					
	Grand Total		$15,748,215	$15,748,215	$15,748,215	$15,748,215

Signature of Executive Director	Date:	Signature of Public Housing Director/Office of Native Americans Program Administrator	Date:
Gregg Fortner, Executive Director **X**		**X**	

facsimile of form HUD-52834 (01/05/95)
ref Handbook 7485.3

Five-Year Action Plan
Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 1 FFY 2003	Work Statement for Year 2 2004			Work Statement for Year 3 2005		
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	CAL 1-1, Holly Courts			CAL 1-1, Holly Courts		
	Exterior security lighting	100%	$80,000			
	Security fencing	100%	$30,000			
	Rehab. play equipment	100%	$50,000			
	Paving repairs/sitework	100%	$50,000			
	Boilers, waterlines and valves replacement (phase 2 of 2)	100%	$250,000			
	CAL 1-2 Potrero Terrace			CAL 1-2 Potrero Terrace		
	Exterior security lighting	100%	$10,000	Boilers repair/replacement	100%	$150,000
	Security fencing	100%	$50,000			
	Rehab. play equipment	100%	$40,000			
	CAL 1-3, Sunnydale			CAL 1-3, Sunnydale		
	Exterior security lighting	100%	$40,000	Plumbing repairs	100%	$150,000
	Security fencing	100%	$50,000	Electrical repairs	100%	$150,000
	Rehab. play equipment	100%	$190,000			
	Roof drainage repairs	100%	$10,000			
	Openable window grilles	100%	$10,000			
	Paving repairs/sitework	100%	$150,000			
	Plumbing repairs	100%	$100,000			
	Electrical repairs	100%	$100,000			
	Wheelchair lift for Admin. Bldg.	100%	$41,837			
	CAL 1-8, Westside Courts			CAL 1-8, Westside Courts		
	Rehab. play equipment	100%	$80,000			
	Paving repairs/sitework	100%	$50,000			
	Exterior security lighting	100%	$30,000			
	ADA/504 improvements	100%	$50,000			
	Water main and sewer improvements (Phase 3 of 3)	100%	$350,000			
	CAL 1-9, Westbrook			CAL 1-9, Westbrook		
	Exterior security lighting	100%	$70,000	Plumbing repairs	100%	$80,000
	Security fencing	100%	$60,000	Electrical repairs	100%	$80,000
	CAL 1-10, Potrero Annex			CAL 1-10, Potrero Annex		
	Childcare security fencing	100%	$20,000	Plumbing repairs	100%	$75,000
	Roof drainage repairs	100%	$20,000	Electrical repairs	100%	$75,000
	Openable window grilles	100%	$20,000			

Signature of Executive Director Gregg Fortner, Executive Director x	Date:	Signature of Public Housing Director/Office of Native Americans Program Administrator x	Date:

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 1 FFY 2003	Work Statement for Year 2 2004 Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Work Statement for Year 3 2005 Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	CAL 1-15, Ping Yuen			CAL 1-15, Ping Yuen		
	Fire alarm system	100%	$50,000	Exterior security lighting	100%	$240,000
	Rehab. play equipment	100%	$80,000	Install intercom system	100%	$80,000
	Paving repairs/sitework	100%	$100,000			
	CAL 1-16, Alemany			CAL 1-16, Alemany		
	Street safety fencing	100%	$20,000	Plumbing repairs	100%	$50,000
	Paving repairs/sitework	100%	$90,000	Electrical repairs	100%	$50,000
	Exterior resurfacing	100%	$40,000			
	Openable window grilles	100%	$70,000			
	CAL 1-17A, Hunters' Point			CAL 1-17A, Hunters' Point		
	Exterior security lighting	100%	$140,000	Plumbing repairs	100%	$75,000
	Fire scapes	100%	$10,000	Electrical repairs	100%	$75,000
	Roof drainage repairs	100%	$10,000			
	Decks and railings repair	100%	$20,000			
	Slide repairs. Erosion satbilization	100%	$185,190			
	CAL 1-18(1), JFK Towers			CAL 1-18(1), JFK Towers		
				Window replacement	100%	$340,000
				Intercom system	100%	$20,000
	CAL 1-18(3) Hunters' View			CAL 1-18(3) Hunters' View		
	Exterior security lighting	100%	$30,000			
	Rehab. play equipment	100%	$30,000			
	Security fencing	100%	$50,000			
	Paving repairs/sitework	100%	$50,000			
	Roof drainage repairs	100%	$30,000			
	CAL 1-18(4) Alice Griffith			CAL 1-18(4) Alice Griffith		
	Rehab. play equipment	100%	$280,000	Plumbing repairs	100%	$50,000
	Paving repairs/sitework	100%	$50,000	Electrical repairs	100%	$50,000
	Security fencing	100%	$50,000			
	Exterior security lighting	100%	$160,000			
	Openable window grilles	100%	$50,000			
	ADA/504 Playground Accessability	100%	$104,000			

Signature of Executive Director
Gregg Fortner, Executive Director
x

Date:

Signature of Public Housing Director/Office of Native Americans Program Administrator
x

Date:

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 1 FFY 2003	Work Statement for Year 2 2004			Work Statement for Year 3 2005		
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	CAL 1-18(5) Rosa Parks			CAL 1-18(5) Rosa Parks		
	Paving repairs/sitework	100%	$80,000	Elevators repair	100%	$600,000
	Intercom system	100%	$20,000			
	CAL 1-18 (6), Ping Yuen North			CAL 1-18 (6), Ping Yuen North		
	Elevators repair	100%	$520,000			
	ADA/504 improvements	100%	$60,000			
	CAL 1-18 (7), Hayes Valley, Velasco			CAL 1-18 (7), Hayes Valley, Velasco		
	Fire alarm system	100%	$30,000	Boiler repair/replacement	100%	$50,000
	Exterior security lighting	100%	$10,000			
	Decks and railings repair	100%	$10,000			
	CAL 1-18 (10), Woodside Gardens			CAL 1-18 (10), Woodside Gardens		
	Paving repairs/sitework	100%	$80,000	Intercom system	100%	$30,000
	Fire alarm system	100%	$170,000			
	CAL 1-18 (13), Mission Dolores			CAL 1-18 (13), Mission Dolores		
	Intercom system	100%	$20,000			
	CAL 1-19 (1), 990 Pacific Ave.			CAL 1-19 (1), 990 Pacific Ave.		
	Roofing repairs	100%	$10,000	Intercom system	100%	$30,000
	CAL 1-19 (2), 1750 McAllister St.			CAL 1-19 (2), 1750 McAllister St.		
	Exterior security lighting	100%	$10,000	Intercom system	100%	$20,000
	Elevators repair	100%	$400,000	Emergency Generator	100%	$200,000
	CAL 1-20, 3850 18th St.			CAL 1-20, 3850 18th St.		
				Intercom system	100%	$30,000
				Emergency Generator	100%	$140,000
	CAL 1-21, 320/330 Clementina St.			CAL 1-21, 320/330 Clementina		
	Paving repairs/sitework	100%	$30,000	Elevators repair	100%	$530,000
	Intercom system	100%	$40,000			

Signature of Executive Director Gregg Fortner, Executive Director **x**	Date:	Signature of Public Housing Director/Office of Native Americans Program Administrator **x**	Date:

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 1 FFY 2003	Work Statement for Year 2 2004 Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Work Statement for Year 3 2005 Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	CAL 1-23, 1880 Pine St.			CAL 1-23, 1880 Pine St.		
	Paving repairs/sitework	100%	$10,000	Paving repairs/sitework	100%	$10,000
	CAL 1-27, 350 Ellis St			CAL 1-27, 350 Ellis St		
	Exterior security lighting	100%	$10,000	Elevators repair	100%	$130,000
	Ventilation system	100%	$70,000			
	CAL 1-28, 666 Ellis St			CAL 1-28, 666 Ellis St		
	Ventilation system	100%	$30,000			
	Window Replacement	100%	$250,000			
	CAL 1-29, 345 Arguello St.			CAL 1-29, 345 Arguello St.		
	CAL 1-30A, 462 Duboce St.			CAL 1-30A, 462 Duboce St.		
	Interior stairs renovation	100%	$50,000			
	CAL 1-30B, 75-77 Coleridge St.			CAL 1-30B, 75-77 Coleridge St.		
	Structural repairs	100%	$10,000			
	Garage doors repair	100%	$10,000			
	Exterior siding repairs	100%	$10,000			
	Interior stairs repairs	100%	$10,000			
	CAL 1-30C, 101-03 Lundys Lane			CAL 1-30C, 101-03 Lundys Lane		
	Exterior siding repairs	100%	$30,000			
	Roof drainage repairs	100%	$10,000			
	Retaining wall	100%	$10,000			
	Deck and railing repairs	100%	$10,000			
	Interior stairs repairs	100%	$50,000			
	Plumbing repairs	100%	$10,000			
	CAL 1-31, 25 Sanchez St.			CAL 1-31, 25 Sanchez St.		
	Roof repair	100%	$20,000	Elevators repair	100%	$190,000
	CAL 1-32, 1760 Bush St.			CAL 1-32, 1760 Bush St.		
				Elevators repair	100%	$660,000
				Upgrade ventilation system	100%	$400,000

Signature of Executive Director
Gregg Fortner, Executive Director
x

Date:

Signature of Public Housing Director/Office of Native Americans Program Administrator
x

Date:

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 1 FFY 2003	Work Statement for Year 2 2004			Work Statement for Year 3 2005		
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	CAL 1-33, 275 Thrift			CAL 1-33, 275 Thrift		
	Exterior fencing	100%	$10,000			
	CAL 1-34, 4101 Noriega Street			CAL 1-34, 4101 Noriega Street		
	Roof drainage repairs	100%	$10,000	Intercom system	100%	$20,000
				Exterior resurface	100%	$90,000
	CAL 1-34, 363 Noe St.			CAL 1-34, 363 Noe St.		
	Waterproofing	100%	$63,960	Window repairs	100%	$10,000
	CAL 1-34, 200 Randolph Street			CAL 1-34, 200 Randolph Street		
	Exterior fencing	100%	$10,000	Intercom system	100%	$20,000
	Roof repair	100%	$20,000			
	Exterior stairs	100%	$10,000			
	Exterior lighting	100%	$10,000			
	CAL 1-34, Great Highway			1-34, Great Highway		
	CAL 1-35, 2698 California Street			CAL 1-35, 2698 California Street		
	Emergency generator	100%	$140,000	Ventilation system	100	$180,000
	CAL 1-36, 227 Bay Street			CAL 1-36, 227 Bay Street		
				Intercom system	100%	$20,000
				Elevators repair	100%	$148,572
	CAL 1-37, 491 31st Ave.			CAL 1-37, 491 31st Ave.		
	Exterior fencing	100%	$20,000	Intercom system	100%	$20,000
	CAL 1-39A, 939 Eddy St.			CAL 1-39A, 939 Eddy St.		
	Exterior walls repair	100%	$10,000	Intercom system	100%	$20,000
	Roof repair	100%	$80,000			
	CAL 1-39B, 951 Eddy St.			CAL 1-39B, 951 Eddy St.		

Signature of Executive Director	Date:	Signature of Public Housing Director/Office of Native Americans Program Administrator	Date:
Gregg Fortner, Executive Director			
x		x	

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 1 FFY 2003	Work Statement for Year 2 2004			Work Statement for Year 3 2005		
	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	CAL 1-41, 430 Turk St.			CAL 1-41, 430 Turk St.		
	Elevator repair	100%	$90,000	Intercom system	100%	$20,000
				Fire alarm system	100	$270,000
	CAL 1-42, San Jule Apts.			CAL 1-42, San Jule Apts.		
	Exterior lighting	100%	$10,000			
	CAL 1-43, Robert B. Pitts			CAL 1-43, Robert B. Pitts		
	Exterior lighting	100%	$10,000	Fire alarm system	100	$470,000
	Paving repairs/sitework	100%	$20,000			
	Exterior resurfacing	100%	$100,000			
	Play equipment repair	100%	$30,000			
	PHA-Wide			PHA-Wide		
	ADA Emergency Exit Signage (Phase 1of 3)		$100,000	ADA Emergency Exit Signage (Phase 2 of 3)		$100,000
	504/ADA improvements		$93,585	504/ADA improvements		$430,000
	Fees and Costs	100%	$1,260,000	Fees and Costs	100%	$1,260,000
	Administration of CGP (10%)	100%	$1,570,000	Administration of CGP (10%)	100%	$1,570,000
	Operaing Subsidy	100%	$3,140,000	Operaing Subsidy	100%	$3,140,000
	Subtotal of Estimated Cost:		$12,598,572	Subtotal of Estimated Cost:		$12,598,572

Signature of Executive Director	Date:	Signature of Public Housing Director/Office of Native Americans Program Administrator	Date:
Gregg Fortner, Executive Director			
x		x	

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 4 2006			Work Statement for Year 5 2007		
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
CAL 1-1, Holly Courts			CAL 1-1, Holly Courts		
CAL 1-2 Potrero Terrace			CAL 1-2 Potrero Terrace		
Plumbing repairs	100%	$150,000	Electrical repairs	100%	$150,000
CAL 1-3, Sunnydale			CAL 1-3, Sunnydale		
Plumbing repairs	100%	$100,000	Plumbing repairs	100%	$100,000
Electrical repairs	100%	$100,000	Electrical repairs	100%	$100,000
CAL 1-8, Westside Courts			CAL 1-8, Westside Courts		
Plumbing repairs	100%	$50,000	Plumbing repairs	100%	$50,000
Electrical repairs	100%	$50,000	Electrical repairs	100%	$50,000
CAL 1-9, Westbrook			CAL 1-9, Westbrook		
Plumbing repairs	100%	$50,000	Plumbing repairs	100%	$50,000
Electrical repairs	100%	$50,000	Electrical repairs	100%	$50,000
CAL 1-10, Potrero Annex			CAL 1-10, Potrero Annex		
Plumbing repairs	100%	$50,000	Plumbing repairs	100%	$50,000
Electrical repairs	100%	$50,000	Electrical repairs	100%	$50,000
CAL 1-15, Ping Yuen			CAL 1-15, Ping Yuen		
Paving repairs/sitework	100%	$60,000			
Plumbing repairs	100%	$1,240,000			
Windows repairs	100%	$2,340,000			
CAL 1-16, Alemany			CAL 1-16, Alemany		
CAL 1-17A, Hunters' Point			CAL 1-17A, Hunters' Point		
Plumbing repairs	100%	$50,000	Plumbing repairs	100%	$50,000
Electrical repairs	100%	$50,000	Electrical repairs	100%	$50,000
CAL 1-18(1), JFK Towers			CAL 1-18(1), JFK Towers		
Ventilation system	100%	$120,000			

Signature of Executive Director
Gregg Fortner, Executive Director
x

Date:

Signature of Public Housing Director/Office of Native Americans Program Administrator
x

Date:

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 4 2006			Work Statement for Year 5 2007		
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
CAL 1-18(3) Hunters' View			CAL 1-18(3) Hunters' View		
Electrical repairs	100%	$60,000			
CAL 1-18(4) Alice Griffith			CAL 1-18(4) Alice Griffith		
Plumbing repairs	100%	$75,000	Plumbing repairs	100%	$75,000
Electrical repairs	100%	$75,000	Electrical repairs	100%	$75,000
CAL 1-18(5) Rosa Parks			CAL 1-18(5) Rosa Parks		
Ventilation system	100%	$250,000			
CAL 1-18 (6), Ping Yuen North			CAL 1-18 (6), Ping Yuen North		
			Boiler replacement	100%	$300,000
			Window replacement	100%	$2,100,000
CAL 1-18 (7), Hayes Valley, Velasco			CAL 1-18 (7), Hayes Valley, Velasco		
Plumbing repairs	100%	$50,000			
CAL 1-18 (10), Woodside Gardens			CAL 1-18 (10), Woodside Gardens		
Ventilation system	100%	$130,000			
CAL 1-18 (13), Mission Dolores			CAL 1-18 (13), Mission Dolores		
Ventilation system	100%	$120,000			
CAL 1-19 (1), 990 Pacific Ave.			CAL 1-19 (1), 990 Pacific Ave.		
			Boiler replacement	100%	$250,000
			Range replacem,ent	100%	$120,000
CAL 1-19 (2), 1750 McAllister St.			CAL 1-19 (2), 1750 McAllister St.		
			Plumbing/heating improvements	100%	$200,000
			Ventilation system	100%	$120,000
CAL 1-20, 3850 18th St.			CAL 1-20, 3850 18th St.		
Fire alarm system	100%	$130,000			
CAL 1-21, 320/330 Clementina St.			CAL 1-21, 320/330 Clementina		
Ventilation system	100%	$250,000			

Signature of Executive Director
Gregg Fortner, Executive Director
x

Date:

Signature of Public Housing Director/Office of Native Americans Program Administrator
x

Date:

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 4 2006			Work Statement for Year 5 2007		
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
CAL 1-23, 1880 Pine St.			CAL 1-23, 1880 Pine St.		
Ventilation system	100%	$130,000			
CAL 1-27, 350 Ellis St			CAL 1-27, 350 Ellis St		
CAL 1-28, 666 Ellis St			CAL 1-28, 666 Ellis St		
CAL 1-29, 345 Arguello St.			CAL 1-29, 345 Arguello St.		
			Carpeting	100%	$10,000
			Ventilation system		$60,000
CAL 1-30A, 462 Duboce St.			CAL 1-30A, 462 Duboce St.		
Ventilation system	100%	$60,000	Boilers replacement	100%	$80,000
			Heating system upgrades	100%	$50,000
CAL 1-30B, 75-77 Coleridge St.			CAL 1-30B, 75-77 Coleridge St.		
CAL 1-30C, 101-03 Lundys Lane			CAL 1-30C, 101-03 Lundys Lane		
CAL 1-31, 25 Sanchez St.			CAL 1-31, 25 Sanchez St.		
			Boilers replacement	100%	$250,000
			Carpeting	100%	$20,000
			Ventilation system	100%	$120,000
CAL 1-32, 1760 Bush St.			CAL 1-32, 1760 Bush St.		
			Plumbing upgrades	100%	$100,000
CAL 1-33, 275 Thrift			CAL 1-33, 275 Thrift		
CAL 1-34, 4101 Noriega Street			CAL 1-34, 4101 Noriega Street		
			Electrical upgrades	100%	$80,000
			Plumbing upgrades	100%	$90,000
CAL 1-34, 363 Noe St.			CAL 1-34, 363 Noe St.		
Ventilation system	100%	$88,572			

Signature of Executive Director	Date:	Signature of Public Housing Director/Office of Native Americans Program Administrator	Date:
Gregg Fortner, Executive Director			
x		x	

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 4 2006			Work Statement for Year 5 2007		
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
CAL 1-34, 200 Randolph Street			CAL 1-34, 200 Randolph Street		
CAL 1-34, Great Highway			1-34, Great Highway		
Upgrade heating system	100%	$20,000			
Exterior resurfacing	100%	$80,000			
CAL 1-35, 2698 California Street			CAL 1-35, 2698 California Street		
			Plumbing upgrades	100%	$170,000
CAL 1-36, 227 Bay Street			CAL 1-36, 227 Bay Street		
			Plumbing upgrades	100%	$90,000
			Carpeting	100%	$60,000
			Ventilation system	100%	$70,000
CAL 1-37, 491 31st Ave.			CAL 1-37, 491 31st Ave.		
			Carpeting	100%	$70,000
			Ventilation system	100%	$100,000
CAL 1-39A, 939 Eddy St.			CAL 1-39A, 939 Eddy St.		
			Boilers replacement	100%	$280,000
			Carpeting	100%	$40,000
			Upgrade heating system	100%	$40,000
CAL 1-39B, 951 Eddy St.					
CAL 1-41, 430 Turk St.			CAL 1-41, 430 Turk St.		
			Boilers replacement	100%	$220,000
			Plumbing upgrades	100%	$40,000
			Ventilation system	100%	$120,000
CAL 1-42, San Jule Apts.					
CAL 1-43, Robert B. Pitts			CAL 1-43, Robert B. Pitts		
PHA-Wide			PHA-Wide		
Asbestos/LBP/Toxic substances abate	100%	$500,000	504/ADA improvements		$440,000
ADA Emergency Exit Signage (Phase 1of 3)		$100,000			

Signature of Executive Director — Date:
Gregg Fortner, Executive Director
x

Signature of Public Housing Director/Office of Native Americans Program Administrator — Date:
x

Part II: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 4 2006			Work Statement for Year 5 2007		
Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
Fees and Costs	100%	$1,260,000	Fees and Costs	100%	$1,260,000
Administration of CGP (10%)	100%	$1,570,000	Administration of CGP (10%)	100%	$1,570,000
Operaing Subsidy	100%	$3,140,000	Operaing Subsidy	100%	$3,140,000
Subtotal of Estimated Cost:		$12,598,572	Subtotal of Estimated Cost:		$12,560,000

Signature of Executive Director Gregg Fortner, Executive Director **X**	Date:
Signature of Public Housing Director/Office of Native Americans Program Administrator **X**	Date:

Five-Year Action Plan
Part III: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement	Work Statement for Year 2 2004	Activities		Work Statement for Year 3 2005	Activities	
for Year 1 FFY 2003	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs	Development Number/Name/General Description Major Work Category	Quantity	Estimated Costs
See Annual Statement	1. Computer Software and equipment upgrade	100%	$50,000	1. Computer Software and equipment upgrade	100%	$50,000
	2. Improve Preventive Maintenance System	100%	$150,000	2. Improve Preventive Maintenance System	100%	$150,000
	3. Improve security	100%	$2,500,000	3. Improve security	100%	$2,500,000
	4. Translation & Interpretation Services	100%	$10,000	4. Translation & Interpretation Services	100%	$10,000
	5. HOPE VI application	100%	$150,000	5. HOPE VI application	100%	$150,000
	6. Legal Costs	100%	$250,000	6. Legal Costs	100%	$250,000
	7. Staff Training	100%	$39,643	7. Staff Training	100%	$39,643
	Subtotal of Estimated Cost:		$3,149,643	Subtotal of Estimated Cost:		$3,149,643

Signature of Executive Director
Gregg Fortner, Executive Director
x

Date:

Signature of Public Housing Director/Office of Native Americans Program Administrator
x

Date:

Facsimile of form HUD-52834 (01/05/95)
ref Handbook 7485.3

Part III: Supporting Pages
Management Needs Work Statement(s)
Capital Fund Program (CFP)

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

Work Statement for Year 1 FFY 2003	Work Statement for Year 4 2006			Work Statement for Year 5 2007		
	Development Number/Name/General Description of	Quantity	Estimated Costs	Development Number/Name/General Description of Major Work Category	Quantity	Estimated Costs
See Annual Statement	1. Computer Software and equipment upgrade	100%	$50,000	1. Computer Software and equipment upgrade	100%	$50,000
	2. Improve Preventive Maintenance System	100%	$150,000	2. Improve Preventive Maintenance System	100%	$150,000
	3. Improve security	100%	$2,500,000	3. Improve security	100%	$2,500,000
	4. Translation & Interpretation Services	100%	$10,000	4. Translation & Interpretation Services	100%	$10,000
	5. HOPE VI application	100%	$150,000	5. HOPE VI application	100%	$150,000
	6. Legal Costs	100%	$250,000	6. Legal Costs	100%	$250,000
	7. Staff Training	100%	$39,643	7. Staff Training	100%	$39,643
	Subtotal of Estimated Cost:		$3,149,643	Subtotal of Estimated Cost:		$3,149,643

Signature of Executive Director	Date:	Signature of Public Housing Director/Office of Native Americans Program Administrator	Date:
Gregg Fortner, Executive Director x		x	

Facsimile of form HUD-52834 (01/05/95)
ref Handbook 7485.3

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part 1: Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY	Capital Fund Program Grant No: **CA39P001501-03** Replacement Housing Factor Grant No:	2003 CFP

Original Annual Statement: X **Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)**

Performance and Evaluation Report for Period Ending: **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	$3,149,643			
3	1408 Management Improvements Soft Costs	$3,149,637			
	Management Improvements Hard Costs				
4	1410 Administration	$2,144,821			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$1,086,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	$677,190			
10	1460 Dwelling Structures	$5,097,024			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	$444,500			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	TOTAL CFP Funds	**$15,748,815**			
	Amount of Annual Grant: (sum of lines…..)	$15,748,815			
	Amount of lines 1430 and 1460 Related to LBP Activities	$680,000			
	Amount of lines 1450, 1460 Related to Section 504 compliance	$625,000			
	Amount of lines 1408 Related to Security –Soft Costs	$1,888,178			
	Amount of lines 1450, 1460 related to Security-- Hard Costs	$423,000			
	Amount of lines 1450, 1460 Related to Energy Conservation Measures	$1,555,000			
	Collateralization Expenses or Debt Service	$0			

Signature of Executive Director and	Date	Signature of Public Housing Dire	Date
X Gregg Fortner, Executive Director		X	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY	Capital Fund Program Grant No: **CA39P001501-03** Replacement Housing Factor Grant No:	**2003 CFP**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Original	Revised	
CAL 1-1, Holly Courts	Boilers, waterlines and valves replacement (phase 1 of 2)	1460	100%	$ 250,000				
CAL 1-2 Potrero Terrace	Hot water lines and boilers replacement (phase 2 of 2)	1460	100%	$ 280,000				
CAL 1-3, Sunnydale	Slide repairs. Erosion satbilization	1450	100%	$ 185,190				
CAL 1-8, Westside Courts	Water main and sewer improvements (Phase 2 of 3)	1460	100%	$ 350,000				
CAL 1-9, Westbrook	Sidewalks, stairs and handrails repair	1450	1300 l.ft.	$ 65,000				
	Decks repair/replacement (Phase 2 of 2)	1460	100%	$ 150,000				
CAL 1-10, Potrero Annex	Sidewalk Repair	1450	100%	$ 80,000				
CAL 1-15, Ping Yuen	Security gate. Intercom System	1460	100%	$ 103,000				
CAL 1-16, Alemany	ADA/504 Compliance, Ramps	1450	100%	$ 35,000				
	Sidewalk Repairs	1450	100%	$ 7,000				
CAL 1-17A, Hunters' Point	Slide repairs. Erosion satbilization	1450	100%	$ 80,000				
CAL 1-18(1), JFK Towers	Range Replacement	1460	98 DU	$ 125,000				
	Intercom System	1460	100%	$ 20,000				
	Fire Alarm System	1460	100%	$ 125,000				
CAL 1-18(4) Alice Griffith	Sidewalk Repairs	1450	100%	$ 25,000				
CAL 1-18 (7), Hayes Valley, Velasco	Fire alarm system	1460	100%	$ 75,000				
	Balconies repair	1460	100%	$ 180,000				
	LBP removal	1460	100%	$ 5,000				
CAL 1-18 (10), Woodside Gardens	Fire alarm system	1460	100%	$ 170,000				
	Intercom System	1460	100%	$ 20,000				
CAL 1-18 (13), Mission Dolores	Range Replacement	1460	92 DU	$ 100,000				
CAL 1-19 (1), 990 Pacific Ave.	Intercom System	1460	100%	$ 20,000				
CAL 1-19 (2), 1750 McAllister St.	Fire alarm system	1460	100%	$ 125,000				
	Window Repair	1460	100%	$ 250,000				
CAL 1-20, 3850 18th St.	Emergency Generator	1460	100%	$ 140,000				
CAL 1-27, 350 Ellis St	Intercom System	1460	100%	$ 20,000				
CAL 1-29, 345 Arguello St.	Emergency Generator	1460	100%	$ 150,000				
CAL 1-30A, 462 Duboce St.	Fire alarm system	1460	100%	$ 125,000				
CAL 1-31, 25 Sanchez St.	Intercom System	1460	100%	$ 20,000				
CAL 1-35, 2698 California Street	Intercom System	1460	100%	$ 20,000				
CAL 1-36, 227 Bay Street	Intercom System	1460	100%	$ 20,000				
	Emergency Generator	1460	100%	$ 128,000				
CAL 1-37, 491 31st Ave.	Intercom System	1460	100%	$ 20,000				

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		X	

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Original	Revised	
PHA-Wide:								
	ADA Emergency Exit Signage (Phase 2of 3)	1460	0.33333	$ 100,000				
	HA-Wide Lead Abatement	1460	As Req.	$ 375,000				
	HA-Wide Asbestos Abatement	1460	As Req.	$ 350,000				
	Mold and Mildew Remediation	1460	As Req.	$ 75,000				
	Blood-born pathogens decontamination	1460	As Req.	$ 6,024				
	HA-Wide 504/ADA reasonable accommodations	1460	As Req.	$ 200,000				
	HA-Wide Fire unit repair	1460	As Req.	$ 200,000				
	HA-Wide New appliances	1460	As Req.	$ 150,000				
	HA-Wide Sidewalk repair/replacement	1450	As Req.	$ 100,000				
	HA-Wide Playground repairs/replacement/removal	1450	As Req.	$ 100,000				
	Hardwire smoke detectors (16 developments)	1460	As Req.	$ 500,000				
	Elevator upgrades at 22 senior buildings	1460	As Req.	$ 50,000				
	Surveillance cameras (senior bldgs.)	1460	0.5	$ 50,000				
	Modernization of Property Offices PHA Wide	1460	1	$ 50,000				
	Subtotal Construction			**$ 5,774,214**				
NON-DWELLING EQUIPMENT	New Replacement Vehicles (pick-up trucks)	1475	100%	$ 50,000				
	CCTY System (Security Camera Monitoring System)	1475	100%	$ 50,000				
	Ergonomic Furniture	1475	100%	$ 75,000				
	Replace Payroll & Accounts Payable Check Writing Laser Printers	1475	100%	$ 7,500				
	Computer Hardware	1475	100%	$ 200,000				
	Replacement/Maintenance Headsets	1475	100%	$ 2,000				
	Guard Tour System	1475	100%	$ 60,000				
	Subtotal Non-Dwelling Equipment			**$ 444,500**				

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Original	Revised	
MANAGEMENT IMPROVEMENTS (@ 20% OF TOTAL GRANT)	NEW MIS SOFTWARE	1408	100%	$ 375,000				
	TRANSLATION SERVICES	1408	100%	$ 7,000				
	SECURITY PATROL SERVICES	1408	100%	$ 1,888,178				
	CLASSIFICATION STUDIES	1408	100%	$ 25,000				
	CIVIL RIGHTS	1408	100%	$ 134,517				
	IMPROVE FIX ASSETS	1408	100%	$ 48,918				
	IMPROVE COMPUTER SYSTEM	1408	100%	$ 250,505				
	RESIDENT EMPLOYMENT PROGRAM	1408	100%	$ 189,610				
	IMPROVE CONTRACT SYSTEM	1408	100%	$ 76,920				
	IMPROVE ACCOUNTING SYSTEM	1408	100%	$ 46,150				
	IMPROVE FILING SYSTEM	1408	100%	$ 7,574				
	SAFETY	1408	100%	$ 100,265				
	Subtotal Management Improvements			**$ 3,149,637**				
ADMINISTRATION								
	Administration of CFP 10% of total Grant	1410		$ 1,574,882				
	Inspector, Safety Inspectors & In-house A/E Services in accordance	1410		$ 569,939				
	with Guidebook 7485.3G, Paragrahp 2-19C, Administrative Costs.							
	Subtotal Fees and Costs			**$ 2,144,821**				
FEES AND COSTS								
	A/E Consultants	1430	As Req.	$ 986,000				
	HA-Wide Lead Testing	1430	As Req.	$ 50,000				
	HA-Wide Asbestos Testing	1430	As Req.	$ 50,000				
	Subtotal Fees and Costs			**$ 1,086,000**				
OPERATING SUBSIDY (@ 20% OF TOTAL GRANT)								
		1406		**$ 3,149,643**				
		TOTAL GRANT:		**$ 15,748,815**				

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

2003 CFP

Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY	Capital Fund Program No: **CA39P001501-03** Replacement Housing Factor No:	**2003 CFP**

Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
CAL 1-1, Holly Courts	Boilers, waterlines and valves replacement (phase 1 of 2)	9/30/2005			9/30/2007			
CAL 1-2 Potrero Terrace	Hot water lines and boilers replacement (phase 2 of 2)	9/30/2005			9/30/2007			
CAL 1-3, Sunnydale	Slide repairs. Erosion satbilization	9/30/2005			9/30/2007			
CAL 1-8, Westside Courts	Water main and sewer improvements (Phase 2 of 3)	9/30/2005			9/30/2007			
CAL 1-9, Westbrook	Sidewalks, stairs and handrails repair	9/30/2005			9/30/2007			
	Decks repair/replacement (Phase 2 of 2)	9/30/2005			9/30/2007			
CAL 1-10, Potrero Annex	Sidewalk Repair	9/30/2005			9/30/2007			
CAL 1-15, Ping Yuen	Security gate. Intercom System	9/30/2005			9/30/2007			
CAL 1-16, Alemany	ADA/504 Compliance, Ramps	9/30/2005			9/30/2007			
	Sidewalk Repairs	9/30/2005			9/30/2007			
CAL 1-17A, Hunters' Point	Slide repairs. Erosion satbilization	9/30/2005			9/30/2007			
CAL 1-18(1), JFK Towers	Range Replacement	9/30/2005			9/30/2007			
	Intercom System	9/30/2005			9/30/2007			
	Fire Alarm System	9/30/2005			9/30/2007			
CAL 1-18(4) Alice Griffith	Sidewalk Repairs	9/30/2005			9/30/2007			
CAL 1-18 (7), Hayes Valley, Velasco	Fire alarm system	9/30/2005			9/30/2007			
	Balconies repair	9/30/2005			9/30/2007			
	LBP removal	9/30/2005			9/30/2007			
CAL 1-18 (10), Woodside Gardens	Fire alarm system	9/30/2005			9/30/2007			
	Intercom System	9/30/2005			9/30/2007			
CAL 1-18 (13), Mission Dolores	Range Replacement	9/30/2005			9/30/2007			

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

2003 CFP

Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY	Capital Fund Program No: **CA39P001501-03** Replacement Housing Factor No:	**2003 CFP**

Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
CAL 1-19 (1), 990 Pacific Ave.	Intercom System	9/30/2005			9/30/2007			
CAL 1-19 (2), 1750 McAllister	Fire alarm system	9/30/2005			9/30/2007			
	Window Repair	9/30/2005			9/30/2007			
CAL 1-20, 3850 18th St.	Emergency Generator	9/30/2005			9/30/2007			
CAL 1-27, 350 Ellis St	Intercom System	9/30/2005			9/30/2007			
CAL 1-29, 345 Arguello St.	Emergency Generator	9/30/2005			9/30/2007			
CAL 1-30A, 462 Duboce St.	Fire alarm system	9/30/2005			9/30/2007			
CAL 1-31, 25 Sanchez St.	Intercom System	9/30/2005			9/30/2007			
CAL 1-35, 2698 California	Intercom System	9/30/2005			9/30/2007			
CAL 1-36, 227 Bay Street	Intercom System	9/30/2005			9/30/2007			
	Emergency Generator	9/30/2005			9/30/2007			
CAL 1-37, 491 31st Ave.	Intercom System	9/30/2005			9/30/2007			

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

2003 CFP

Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY	Capital Fund Program No: **CA39P001501-03** Replacement Housing Factor No:	**2003 CFP**

Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide:								
	ADA Emergency Exit Signage (Phase 2of 3)	9/30/2005			9/30/2007			
	HA-Wide Lead Abatement	9/30/2005			9/30/2007			
	HA-Wide Asbestos Abatement	9/30/2005			9/30/2007			
	Mold and Mildew Remediation	9/30/2005			9/30/2007			
	Blood-born pathogens decontamination	9/30/2005			9/30/2007			
	HA-Wide 504/ADA reasonable accommodations	9/30/2005			9/30/2007			
	HA-Wide Fire unit repair	9/30/2005			9/30/2007			
	HA-Wide New appliances	9/30/2005			9/30/2007			
	HA-Wide Sidewalk repair/replacement	9/30/2005			9/30/2007			
	HA-Wide Playground repairs/replacement/removal	9/30/2005			9/30/2007			
	Hardwire smoke detectors (16 developments)	9/30/2005			9/30/2007			
	Elevator upgrades at 22 senior buildings	9/30/2005			9/30/2007			
	Surveillance cameras (senior bldgs.)	9/30/2005			9/30/2007			
	Modernization of Property Offices PHA Wide	9/30/2005			9/30/2007			
NON-DWELLING EQUIPMENT	New Replacement Vehicles (pick-up trucks)	9/30/2005			9/30/2007			
	CCTY System (Security Camera Monitoring System)	9/30/2005			9/30/2007			
	Ergonomic Furniture	9/30/2005			9/30/2007			
	Replace Payroll & Accounts Payable Check Writing Laser Printers	9/30/2005			9/30/2007			
	Computer Hardware	9/30/2005			9/30/2007			
	Replacement/Maintenance Headsets	9/30/2005			9/30/2007			
	Guard Tour System	9/30/2005			9/30/2007			

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

MANAGEMENT	NEW MIS SOFTWARE	9/30/2005			9/30/2007			

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

2003 CFP

Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
SAN FRANCISCO HOUSING AUTHORITY	Capital Fund Program No: **CA39P001501-03** Replacement Housing Factor No:	**2003 CFP**

Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Original	Revised	Actual	Original	Revised	Actual	
IMPROVEMENTS	TRANSLATION SERVICES	9/30/2005			9/30/2007			
	SECURITY PATROL SERVICES	9/30/2005			9/30/2007			
	CLASSIFICATION STUDIES	9/30/2005			9/30/2007			
	CIVIL RIGHTS	9/30/2005			9/30/2007			
	IMPROVE FIX ASSETS	9/30/2005			9/30/2007			
	IMPROVE COMPUTER SYSTEM	9/30/2005			9/30/2007			
	RESIDENT EMPLOYMENT PROGRAM	9/30/2005			9/30/2007			
	IMPROVE CONTRACT SYSTEM	9/30/2005			9/30/2007			
	IMPROVE ACCOUNTING SYSTEM	9/30/2005			9/30/2007			
	IMPROVE FILING SYSTEM	9/30/2005			9/30/2007			
	SAFETY	9/30/2005			9/30/2007			
ADMINISTRATION	Administration of CFP Grant	9/30/2005			9/30/2007			
					9/30/2007			
FEES AND COSTS	A/E Consultants	9/30/2005			9/30/2007			
	HA-Wide Lead Testing	9/30/2005			9/30/2007			
	HA-Wide Asbestos Testing	9/30/2005			9/30/2007			
					9/30/2007			
OPERATING SUBSIDY	(@ 20% OF TOTAL GRANT)	9/30/2005			9/30/2007			

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

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

Part I: Summary

2000 Capital Fund Program (CFP)

OMB Approval

PHA/HA Name		Comprehensive Grant Number
SAN FRANCISCO HOUSING AUTHORITY	**2000 CAPITAL FUND**	**CA39P001501-00**

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement/Revision Number 5 | Performance & Evaluat

Line No.	Summary by Development Account	Total Estimated Cost		Tot
		Original	**Revised (1)**	**Obligated**
1	Total Non-CGP Funds			
2	1406 Operating Subsidy	$3,538,731	$3,538,731	$3,53
3	1408 Management Improvement	$3,163,870	$3,163,870	$3,16
4	1410 Administration	$2,069,365	$2,069,365	$2,06
5	1411 Audit			
6	1415 Liquidated Damages			
7	1430 Fees and Costs	$1,365,662	$1,327,851	$1,32
8	1440 Site Acquisition			
9	1450 Site Improvement	$613,490	$464,342	$46
10	1460 Dwelling Structures	$5,914,528	$6,135,443	$6,13
11	1465.1 Dwelling Equipment - Nonexpendable	$72,972	$72,972	$7
12	1470 Nondwelling Structures	$828,535	$828,535	$82
13	1475 Nondwelling Equipment	$110,500	$92,544	$9
14	1495.1 Relocation Cost	$16,000	$0	
15	1490 Replacement Reserve			
16	1498 Mod Used for Development			
17	1502 Contingency (may not exceed 8% of line 18)	$0	$0	
18	**Amount of Annual Grant (Sum of lines 2-17)**	**$17,693,653**	**$17,693,653**	**$17,69**
19	Amount of line 18 Related to LBP Activities	$115,010	$109,573	$10
20	Amount of line 18 Related to Section 504 Compliance	$582,528	$504,536	$50
21	Amount of line 18 Related to Security	$2,341,785	$2,300,049	$2,30
22	Amount of line 18 Related to Energy Conservation Measures	$580,145	$566,783	$56

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

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date	1- To be completed for the Perform or a Revised Annual Statement 2- To be completed for the Perform Evaluation Report
X **Gregg Fortner, Executive Director**		

Facsimile form HUD-52837 (5/20/96)
ref Handbook 7485.3

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

Part II: Supporting Pages
2000 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Revision (4)	Revision (5)	Funds Obligated (2)	Funds Expended(2)	
1-1, Holly Courts	1. 504/ADA upgrades to four units, ramps, accessibility to common spaces	1460	100%	$157,833	$109,841	$109,841	19,708	Work in pro
	2. 10 Boilers replacement (Phase 1 of 2)	1460	50%					Reprogramr
	3. Asbestos Abatement	1460	100%	$4,200	$4,200	$4,200	4,099	Work compl
	4. Lead Abatement	1460	100%	$63,093	$64,448	$64,448	64,423	Work in pro
	5. Window Griils/Door Gates	1460	100%	$0	$2,400	$2,400	-	Work in pro
1-2, Potrero Terrace	1. 504/ADA Compliance. Ramps	1460	100%	$57,162	$57,162	$57,162	-	Work in pro
	2. 504/ADA Compl. Community Bldg.	1460	100%	$171,905	$171,905	$171,905	18,513	Work in pro
	3. Roofing/Waterproofing	1460	100%	$342,167	$112,327	$112,327	112,327	Work compl
	4. Window Grills/Door Gates	1460	100%	$0	$4,830	$4,830	-	Work in pro
1-3, Sunnydale	1. Wheelchair lift for Administration Building	1460	100%	$0	$0	$0	-	Work reprog
	2. Rehab Building E22	1460	100%	$1,145,243	$1,145,243	$1,145,243	1,145,243	Work compl
	3. Childcare Center	1470	100%	$276,247	$276,247	$276,247	276,247	Work compl
	4. Business Development Center	1470	100%	$552,288	$552,288	$552,288	527,787	Work in pro
	5. Smoke Detectors	1460	100%	$0	$0	$0	-	Work reprog
	6. 504/ADA	1460	100%	$48,881	$48,881	$48,881	8,737	Work in pro
	7. Rehabilitate fire damaged units	1460	100%	$151	$151	$151	151	Work compl
	8. Abate Lead	1460	100%	$0	$8,225	$8,225	-	Work in pro
1-4, Valencia Gardens	1. 504/ADA compliance. Gates	1450	100%	$14,750	$8,000	$8,000	3,097	Work in pro
1-8, Westside Courts	1. Wheelchair lift for Administration Building (504)	1460	100%	$23,338	$23,338	$23,338	19,712	Work in pro
	2. Water main and sewer improvements	1450	100%	$0	$0	$0	-	Work reprog
1-9, Westbrook	1. Decks repair /replacement	1460	100%	$0	$0	$0	-	Work reprog
	2. 504/ADA	**1460**	**100%**	**$7,000**	**$7,000**	**$7,000**	**7,000**	Work compl
1-10, Potrero Annex	1. Interior units upgrade	1460	100%	$298,931	$284,750	$284,750	250,200	Work in pro
	2. High voltage upgrades	1450	100%	$0	$0	$0	-	Work reprog
	3. Sidewalk & Street concrete repairs	1450	100%	$40,000	$0	$0	-	Work reprog
	4. 504/ADA	**1460**	**100%**	**$11,250**	**$11,250**	**$11,250**	**11,250**	Work in pro
1-15 Ping Yuen	1. 504 /ADA	1460	100%	$13,077	$13,077	$13,077	97	Work in pro

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Signature of Executive Director and Date

Gregg Fortner, Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

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

Part II: Supporting Pages
2000 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Revision (4)	Revision (5)	Funds Obligated (2)	Funds Expended(2)	
1-16, Alemany	1. 504/ADA Compliance. Ramps	1460	100%	$30,000	$0	$0	-	Work reproc
	2. Sidewalks and street concrete repair	1450	100%	$6,400	$0	$0	-	Work reproc
	3. 504 /ADA	**1460**	**100%**	**$ 5,000**	**$ 5,000**	**$5,000**	**5,000**	Work compl
	4. Abate Lead	**1460**	**100%**	**$ -**	**$ 1,550**	**$1,550**	**-**	Work in proc
1-17A, Hunter's Point	1. Sidewalk & street concrete repairs	1450	100%	$80,000	$0	$0	-	Work reproc
	2. 504 /ADA	**1460**	**100%**	**$6,963**	**$6,963**	**$6,963**	**6,963**	Work compl
1-18(1), JFK Towers	1. Replace fire alarm system	1460	100%	$0	$0	$0	-	Work reproc
	2. Boilers	1460	100%	$248,188	$256,419	$256,419	206,016	Work in pro
1-18(3), Hunters View	1. 504/ADA	1460	100%	$25,392	$25,392	$25,392	5,000	Work in proc
	2. Fire Damaged Units	**1460**	**100%**	**$4,490**	**$4,490**	**$4,490**	**4,490**	Work compl
1-18(4), Alice Griffith	1. Playground accessibility compliance	1450	100%	$0	$0	$0	-	Work reproc
	2. Sidewalk & street concrete repairs	1450	100%	$15,998	$0	$0	-	Work reproc
	3. Fire Damaged Units	1460	100%	$54,902	$54,902	$54,902	54,902	Work compl
	4. 504/ADA	1460	100%	$282	$282	$282	282	Work compl
	5. Roofing/Waterproofing (Canopies)	1460	100%	$223,574	$1,643,205	$1,643,205	7,086	Work in proc 2001 to CFF
1-18(5) Rosa Parks	1. Waterproofing	1460	100%	$445,044	$445,044	$445,044	432,644	Work compl
1-18(10) Woodside Gardens	**1. 504/ADA**	**1460**	**100%**	**$5,076**	**$5,076**	**$5,076**	**5,076**	Work compl
1-18(13), Mission Dolores	1. Replace fire alarm system	1460	100%	$49,059	$0	$0	-	Work reproc
	2. New Intercom System	**1460**	**100%**	**$15,365**	**$15,365**	**$15,365**	**9,120**	Work in proc
1-19 (2), 1750 Mc Allister St.	1. Replace Fire Alarm System	1460	100%	$0	$0	$0	-	Work reproc
	2. New Intercom System	**1460**	**100%**	**$15,095**	**$0**	**$0**	**-**	Work reproc
1-20, 3850 18thSt.	1. Install Emergency Generator	1460	100%	$0	$0	$0	-	Work reproc
	2. Boilers	1460	100%	$258,985	$237,392	$237,392	203,234	Work in pro
	3. 504 Modification	1460	100%	$8,083	$8,083	$8,083	-	Work in proc
	4. New Intercom System	**1460**	**100%**	**$17,831**	**$17,831**	**$17,831**	**17,140**	Work in proc
	5. HQS Compliance	**1460**	**100%**	**$5**	**$5**	**$5**	**4**	Wor comple

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Gregg Fortner, Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

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

Part II: Supporting Pages
2000 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Revision (4)	Revision (5)	Funds Obligated (2)	Funds Expended(2)	
1-21, 320/330	1. New Intercom System	1460	100%	$23,445	$23,445	$23,445	-	Work in proc
Clementina	2. Replace Fire Alarm System	1460	100%	$121,619	$0	$0	-	Work reproc
	3. 504 /ADA	1460	100%	$3,996	$3,996	$3,996	3,996	Work compl
	4. HQS Compliance	**1460**	**100%**	**$299**	**$299**	**$299**	**299**	Work compl
	5. Abate Asbestos	**1460**	**100%**	**$0**	**$9,900**	**$9,900**	**-**	Work in proc
1-23, 1880 Pine St.	1.New Intercom System	1460	100%	$15,564	$15,564	$15,564	-	Work in pro
	2. 504 /ADA	1460	100%	$48	$48	$48	48	Work compl
1-27 350 Ellis St.	1. 504/ADA	1460	100%	$142	$142	$142	142	Work compl
1-28 666 Ellis Street	1.New Intercom System	1460	100%	$15,564	$0	$0	-	Work reproc
1-29, 345 Arguello	1. Install Emergency Generator	1460	100%	$149,783	$0	$0	-	Work reproc
	2. 504/ADA	1460	100%	$3,459	$3,459	$3,459	3,459	Work compl
	3. New Intercom System	1460		$6,000	$0	$0	-	Work reproc
1-30A, 462	1. Install Emergency Generator	1460	100%	$147,058	$0	$0	-	Work reproc
Duboce	2. New Intercom System	1460	100%	$19,459	$14,280	$14,280	-	Work in proc
	3. Replace Fire Alarm System	1460	100%	$23,557	$0	$0	-	Work reproc
	4. 504/ADA	1460	100%	$458	$458	$458	458	Work compl
1-31, 25 Sanchez St.	1. Install Emergency Generator	1460	100%	$0	$0	$0	-	Work reproc
	2. 504/ADA	1460	100%	$1,761	$1,761	$1,761	1,761	Work compl
1-32, 1760 Bush St.	1. Install Emergency Generator	1460	100%	$170,895	$136,000	$136,000	-	Work in pro
	2. New Intercom System	1460	100%	$15,564	$15,564	$15,564	-	Work in proc
1-33 275 Thrift St.	1. Lead Abatement	1460	100%	$2,476	$2,476	$2,476	2,476	Work in pro
1-34, 363 Noe St.	1. New Intercom System	1460	100%	$8,875	$8,875	$8,875	8,078	Work in proc
1-34B, 4101 Noriega St.	1. Lead Abatement	1460	100%	$10,541	$10,541	$10,541	10,541	Work in proc
1-34C, 200 Randolph	1. Lead Abatement	1460	100%	$11,712	$11,712	$11,712	10,463	Work in proc
1-35, 2698	1. Install Emergency Generator	1460	100%	$139,724	$0	$0	-	Work reproc
California	2. New Intercom System	1460	100%	$0	$0	$0	-	Work reproc
	3. 504 /ADA	1460	100%	$291	$291	$291	291	Work compl

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

Part II: Supporting Pages
2000 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Revision (4)	Revision (5)	Funds Obligated (2)	Funds Expended(2)	
1-36, 227 Bay St.	1. Install Emergency Generator	1460	100%	$127,611	$0	$0	-	Work reporc
	2. New Intercom System	1460	100%	$0	$0	$0	-	Transfer to I
1-37, 491 31st Ave.	1. New Intercom System	1460	100%	$378	$0	$0	-	Work reproc
1-39A, 939 Eddy Street	1. 504 /ADA	1460	100%	$858	$858	$858	858	Work compl
	2. Fire Damaged Units	1460	100%	$2,082	$2,082	$2,082	2,082	Work compl
1-39 B, 951 Eddy Street	1. Rehabilitate fire damaged building	1460	100%	$1,037,315	$1,037,315	$1,037,315	1,037,315	Work compl
1-41, 430 Turk St.	1. New Intercom System	1460	100%	$16,664	$16,664	$16,664	-	In progress
1-42 San Jules Apts.	1. Lead Abatement	1460	100%	$4,275	$0	$0	-	Work in proc
1-43 Robert Pitts Apts.	1. 504 /ADA	1460	100%	$26	$26	$26	26	Work compl
	Sub Total			**$6,824,747**	**$6,948,318**	**$6,948,318**	**4,507,841**	

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Signature of Executive Director and Date

Gregg Fortner, Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Facsimile of for m HUD-52837 (01/05/95)
ref Handbook 7485.3

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

Part II: Supporting Pages
2000 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Revision (4)	Revision (5)	Funds Obligated (2)	Funds Expended(2)	
Management Improvements	1. MIS: CCS Software upgrade	1408	100%	$47,323	$25,358	$25,358	25,358	Work compl
	2. Improve Security	1408	100%	$2,157,231	$2,157,231	$2,157,231	2,157,231	Work compl
	3. Translation and Interpretation Services	1408	100%	$0	$0	$0	-	Work reprog
	4. Resident Manager Trainees	1408	100%	$205,543	$205,543	$205,543	205,543	Work compl
	5. Hope VI Application	1408	100%	$85,000	$106,965	$106,965	86,878	Work in prog
	6. Legal Costs (Asian Law Caucus)	1408	100%	$546,568	$546,568	$546,568	546,568	Work compl
	7. Operations Improvement	1408	100%	$62,683	$62,683	$62,683	62,683	Work compl
	8. Human Rights Commisssion	1408	100%	$59,522	$59,522	$59,522	59,522	Completed (
	Management Improvement Total	**1408**		**$3,163,870**	**$3,163,870**	**$3,163,870**	**3,143,782**	

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Gregg Fortner, Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

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

Part II: Supporting Pages
2000 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Revision (4)	Revision (5)	Funds Obligated (2)	Funds Expended(2)	
PHA Wide	LBP Testing	1430	As Req.	$85,000	$85,000	$85,000	84,080	In progress
	Asbestos Testing	1430	As Req.	$70,000	$94,000	$94,000	74,643	In progress
	Hazard Testing	1430	As Req.	$10,000	$3,946	$3,946	3,946	In progress
	Site improvements. Landscaping	1450	As Req.	$456,342	$456,342	$456,342	456,342	Completed (
	LBP abatement	1460	As Req.	$22,913	$10,621	$10,621	10,446	In progress
	Asbestos Abatement	1460	As Req.	$32,700	$11,604	$11,604	5,029	In progress
	Mold and Mildew Remediation	1460	As Req.	$19,604	$1,188	$1,188	1,188	Work compl
	Bloodborn Pathogens Decontamination	1460	As Req.	$0	$0	$0	-	Work reprog
	504/ADA Compliance. Reasonable accomm.	1460	As Req.	$247	$247	$247	247	Work compl
	Fire Unit repair	1460	As Req.	$0	$0	$0	-	Work reprog
	ADA Emergency Exit signange(Phase 1 of 3)	1460	33%	$0	$0	$0	-	Work reprog
	New Appliances	1465	As Req.	$72,972	$72,972	$72,972	72,972	Work compl
	PHA WIDE SubTotal			**$769,778**	**$735,920**	**$735,920**	**708,893**	

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Signature of Executive Director and Date

Gregg Fortner, Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

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

Part II: Supporting Pages
2000 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Revision (4)	Revision (5)	Funds Obligated (2)	Funds Expended(2)	
Administration	Administration of CGP (@ 10% of Total Grant)	1410	100%	$2,069,365	$2,069,365	$2,069,365	2,069,365	Work compl
Fees & Costs	In-house/consultant design (@ 7% of Total Grant)	1430	100%	$1,200,662	$1,144,905	$1,144,905	649,656	In progress
Operating Subsidy	(@20% 0f total grant)	1406	100%	$3,538,731	$3,538,731	$3,538,731	3,538,731	Completed (
Relocation Costs	Residents relocation	1495	100%	$16,000	$0	$0	-	Work reprog
Nondwelling Equipment/ Structure	1. Electric reach forklift, 18ft.	1475	100%	$0	$0	$0	-	Transfer to \
	2. Electric pallet jack	1475	100%	$0	$0	$0	-	Transfer to \
	3. Warehouse Equipments	1475	100%	$25,500	$25,500	$25,500	13,836	Work in pro
	4. Computer Hardware	1475	100%	$75,000	$57,044	$57,044	57,044	Work compl
	5. Furniture and Equipment	1475	100%	$10,000	$10,000	$10,000	8,339	In progress
	Sub-total			**$6,935,258**	**$6,845,545**	**$6,845,545**	**6,336,970**	
	2000 CGP Annual Total=			**$17,693,653**	**$17,693,653**	**$17,693,653**	**14,697,486**	

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Signature of Public Housing Director/Office of Native American Programs Administrator and Date

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

Part III: Implementation Schedule
2000 Capital Fund Program (CFP)

OMB

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons fo
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1-1 Holly Courts							
1. 504/ADA upgrades to four units, ramps, accessibility to common spaces.	3/31/2003		3/31/2003	3/31/2005			Work in p
2. 10 Boilers replacement (Phase 1 of 2)							Work repr
3. Asbestos Abatement	3/31/2003		3/31/2002	6/30/2002		6/30/2002	Work com
4. Lead Abatement	3/31/2003		3/31/2002	3/31/2005			Work in p
5. Window Grills/Door Gates			3/31/2003		12.31/03		Work in p
1-2, Potrero Terrace							
1. 504/ADA Compliance. Ramps	3/31/2003		3/31/2003	3/31/2005			Work in p
2. 504/ADA Compl. Community Bldg.	3/31/2003		3/31/2003	3/31/2005			Work in p
3. Waterproofing/ Roofing			12/31/2001			12/31/2001	Work com
4. Window Grills/Door Gates			3/31/2003		12/31/2003		Work in p
1-3 Sunnydale							
1. Wheelchair lift for Administration Building							Work repr
2. Rehab Building E22	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Work com
3. Childcare Center	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Work com
4. Business Development Center		12/31/2002	3/31/2003		9/30/2003		Work in p
5. Smoke Detectors							Work repr
6. 504/ADA	3/31/2002		3/31/2002	3/31/2002	9/30/2003		Work in p
7. Rehabilitate Fire damaged building	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Work com
8. Abate Lead			3/31/2003		12/31/2003		Work in p
1-14, Valencia Gardens							
1. 540/ADA compliance. Gates	3/31/2003		3/31/2003	3/31/2005	12/31/2003		Work in p
1-8 Westside Courts							
1. Wheelchair lift for Administration Building	3/31/2003		3/31/2003	3/31/2005			Work in p
2. Water main and sewer improvements							Work repr
1-9 Westbrook							
1. Decks repair /replacement							
2. 504/ADA		9/30/2002	9/30/2002		9/30/2002	9/30/2002	Work com

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facsimile of form HUD-52834 (01/05/95)
ref Handbook 7485.3

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

Part III: Implementation Schedule
2000 Capital Fund Program (CFP)

OMB

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons fo
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
X Gregg Fortner, Executive Director							
1-10 Potrero Annex							
1. Interior units upgrade - Canopies repair	3/31/2003		3/31/2003	3/31/2005			Work in p
2. High voltage upgrades							Reprogra
3. Sidewalk &street concrete repairs	3/31/2003		3/31/2003	3/31/2005			Reprogra
4. 504/ADA		3/31/2003	3/31/2003		3/31/2005		Work in p
1-15, Ping Yuen							
1. 504/ADA Compliance.	3/31/2003		3/31/2003	3/31/2005			Work in p
1-16 Alemany							
1. 504/ADA Compliance. Ramps	3/31/2003		3/31/2003	3/31/2005			Reprogra
2. Sidewalks and street concrete repair	3/31/2003		3/31/2003	3/31/2005			Reprogra
3. 504/ADA		9/30/2002	9/30/2002		9/30/2002	9/30/2002	Work com
4. Abate Lead			3/31/2003		3/31/2005		Work in p
1-17A, Hunter's Point							
1. Sidewalk & street concrete repairs	3/31/2003		3/31/2003	3/31/2005			Reprogra
2. 504/ADA		9/30/2002	9/30/2002		9/30/2002	9/30/2002	Work com
1-18(1), JFK Towers							
1. Replace fire alarm system	3/31/2003		3/31/2003	3/31/2005			Reprogra
2. Boilers Replacement	3/31/2003		3/31/2003	3/31/2005			Work in p
1-18 (3), Hunter's View							
1. 504/ADA Compliance.	3/31/2003		3/31/2003	3/31/2005			Work in p
2. Fire Damaged Units		9/30/2002	9/30/2002		9/30/2002	9/30/2002	Work com
1-18(4), Alice Griffith							
1. Playground accessibility compliance							Reprogra
2. Sidewalk & street concrete repairs	3/31/2003		3/31/2003	3/31/2005			Reprogra
3. Fire damaged units	3/31/2003		3/31/2003	3/31/2003		3/31/2003	Work com
4. 504/ADA Compliance.	3/31/2003		6/30/2002	3/31/2005		6/30/2002	Work com
5. Roofing/Waterproofing	3/31/2003		3/31/2003	3/31/2005			Work in p
1-18(5) Rosa Parks							
1. Waterproofing	3/31/2003	9/30/2002	9/30/2002	3/31/2005	3/31/2003	12/31/2002	Work in c
1-18(10) Woodside Gardens							
1. 504/ADA		9/30/2002	9/30/2002		9/30/2002	9/30/2002	Work com

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Office of Public and Indian Housing

Part III: Implementation Schedule
2000 Capital Fund Program (CFP)

OMB

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	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
X Gregg Fortner, Executive Director							
1-18(13), Mission Dolores							
1. Replace fire alarm system	3/31/2003		3/31/2003				Reprogra
2. New Intercom System		9/30/2002	9/30/2002	3/31/2005	6/30/2003		Work in p
1-19 (2), 1750 Mc Allister St.							
1. Fire Alarm System		3/31/2003					Reprogra
2. New Intercom System		3/31/2003	3/31/2003				Reprogra
1-20, 3850 18thSt.							
1. Install Emergency Generator	3/31/2003		3/31/2003	3/31/2005			Reprogra
2. Boilers Replacement	3/31/2003		3/31/2003	3/31/2005			Work in p
3. 504/ADA Compliance.	3/31/2003		3/31/2003	3/31/2005			Work in p
4. New Intercom System		3/31/2003			9/30/2003		Work in p
5. HQS Compliance			9/30/2002			9/30/2002	Work com
1-21, 320/330 Clementina							
1. New Intercom System	3/31/2003		3/31/2003	3/31/2005			In progres
2. Replace Fire Alarm System	3/31/2003		3/31/2003	3/31/2005			Reprogra
3. 504/ADA Compliance.	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com
4. HQS Compliance.	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com
5. Abate Asbestos			3/31/2003		9/30/2005		Work in p
1-23, 1880 Pine St.							
1.New Intercom System		3/31/2003	3/31/2003		9/30/2003		Work in p
2. 504/ADA Compliance.	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com
1-27, 350 Ellis St.							
1. 504/ADA Compliance.	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com
1-28, 666 Ellis St.							
1.New Intercom System		3/31/2003	3/31/2003	3/31/2005			Reprogra
1-29, 345 Arguello							
1. Install Emergency Generator	3/31/2003		3/31/2003	3/31/2005			Reprogra
2. 504/ADA Compliance.	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com
3. New Intercom System		3/31/2003	3/31/2003	3/31/2005			Reprogra
1-30A, 462 Duboce							
1. Install Emergency Generator	3/31/2003		3/31/2003	3/31/2005			Reprogra
2. New Intercom System	3/31/2003		3/31/2003	3/31/2005			Work in p
3. Replace Fire Alarm System	3/31/2003		3/31/2003	3/31/2005			Reprogra
4. 504/ADA Compliance.	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com

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	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
X Gregg Fortner, Executive Director							
1-31, 25 Sanchez St.							
1. Install Emergency Generator							Reprogra
2. 504/ADA Compliance.	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com
1-32, 1760 Bush St.							
1. Install Emergency Generator	3/31/2003		3/31/2003	3/31/2005			Work in p
2. New Intercom System	3/31/2003		3/31/2003	3/31/2005			Work in p
1-33, 275 Thrift St.							
1. Lead Abatement	3/31/2003		3/31/2003	3/31/2005			Work in p
1-34, 363 Noe St.							
1. New Intercom System	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2003		Work in p
1-34B, 4101 Noriega St.							
1. Lead Abatement		3/31/2003	3/31/2003		9/30/2003		Work in p
1-34C, 200 Randolph St.							
1. Lead Abatement		3/31/2003	3/31/2003		9/30/2003		Work in p
1-35, 2698 California							
1. Install Emergency Generator		3/31/2003	3/31/2003				Reprogra
2. New Intercom System							Reprogra
3. 504/ADA Compliance		9/30/2002	9/30/2002		9/30/2002	9/30/2002	Work com
1-36, 227 Bay St.							
1. Install Emergency Generator	3/31/2003		3/31/2003	3/31/2005			Reprogra
2. New Intercom System	3/31/2003		3/31/2003	3/31/2005			Reprogra
1-37, 491 31st Ave.							
1. New Intercom System	3/31/2003		3/31/2003	3/31/2005			Reprogra
1-39A, 939 Eddy Street							
1. 504/ADA Compliance	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com
2. Fire Damaged Units	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com
1-39B, 951 Eddy Street							
1. Rehabilitate fire damaged building	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Work com
1-41, 430 Turk St.							
1. New Intercom System	3/31/2003		3/31/2003	3/31/2005			Work in p

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Office of Public and Indian Housing

Part III: Implementation Schedule
2000 Capital Fund Program (CFP)

OMB

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons fo
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
X Gregg Fortner, Executive Director							
1-42, San Jule Apts.							
1. Lead Abatement	3/31/2003		3/31/2003	3/31/2005			Reprogra
1-43, R. B. Pitts							
1. 504/ADA Compliance	3/31/2003	9/30/2002	9/30/2002	3/31/2005	9/30/2002	9/30/2002	Work com

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Part III: Implementation Schedule
2000 Capital Fund Program (CFP)

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Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons fo
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
X Gregg Fortner, Executive Director							
Management Improvement							
1. MIS:							
CCS Software upgrade	3/31/2003		3/31/2003	3/31/2005		3/31/2003	Work con
2. Improve security	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Work con
3. Translation and Interpretation Services							Reprogra
4. Resident Manager Trainees	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Work con
5. Hope VI Application	3/31/2002			3/31/2005			In progres
6. Legal Costs (Asian Law Caucus)	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Work con
7. Operations Improvement	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Work con
8. Human Rights Commisssion	6/30/2001		6/30/2001	6/30/2001		6/30/2001	Work con
PHA Wide							
LBP Testing	3/31/2003	3/31/2003	3/31/2003	3/31/2005			In progres
Asbestos Testing	3/31/2003	3/31/2003	3/31/2003	3/31/2005			In progres
Hazard Testing	3/31/2003				3/31/2005		In progres
Site improvements. Landscaping	6/30/2001		6/30/2001	6/30/2001		6/30/2001	Complete
LBP abatement	3/31/2003			3/31/2005			In progres
Asbestos Abatement	3/31/2003			3/31/2005			In progres
Mold and Mildew Remediation	3/31/2003					3/31/2003	Complete
Bloodborn Pathogens Decontamination	3/31/2003			3/31/2005			Reprogra
504/ADA Compliance. Reasonable accomm.	3/31/2003					3/31/2003	Complete
Fire Unit repair	3/31/2003						Reprogra
ADA Emergency Exit signange(Phase 1 of 3)							Reprogra
New Appliances	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Work con

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Part III: Implementation Schedule
2000 Capital Fund Program (CFP)

OMB

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons fo
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
X Gregg Fortner, Executive Director							
Administration	3/31/2002		3/31/2002	3/31/2002		3/31/2002	Complete
Fees and Costs							
In-house/consult.design (@ 7% of Total Grant)	3/31/2003		3/31/2003	3/31/2005			In progres
Operating Subsidy	6/30/2001		6/30/2001	6/30/2001		6/30/2001	Complete
Relocation Costs		3/31/2003					Reprogra
Nondwelling Equipment/Structure							
1. Electric reach forklift, 18ft.							Reprogra
2. Ellectric pallet jack							Reprogra
3. Warehouse Equipment	3/31/2003			3/31/2005			Work in p
4. Computer hardware	3/31/2003			3/31/2005		3/31/2003	Complete
5. Furniture and Equipment	3/31/2003			3/31/2005			In progres

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X Gregg Fortner, Executive Director

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Signature of Executive Director and Date **Gregg Fortner, Executive Director**	Signature of Public Housing Director/Office of Native American Programs Administrator and Date **X**

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

Part I: Summary
Capital Fund Program (CFP)

OMB Approval No. 25

PHA/HA Name		Comprehensive Grant Number
SAN FRANCISCO HOUSING AUTHORITY	**2001 CAPITAL FUND**	**CA39P00501-01**

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement/Revision Number 3 | X Performance & Evaluation Rep

Line No.	Summary by Development Account	Total Estimated Cost		Total A	
		Original	Revised (2)	Obligated	
1	Total Non-CGP Funds				
2	1406 Operating Subsidy	$2,468,286	$2,468,286	$2,468,286	
3	1408 Management Improvement	$2,429,364	$2,443,603	$2,358,283	
4	1410 Administration	$1,534,143	$1,534,143	$1,534,143	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$1,102,315	$1,102,315	$1,102,315	
8	1440 Site Acquisition				
9	1450 Site Improvement	$141,150	$446,150	$19,678	
10	1460 Dwelling Structures	$4,516,176	$4,196,937	$1,026,522	
11	1465.1 Dwelling Equipment - Nonexpendable	$150,000	$150,000	$150,000	
12	1470 Nondwelling Structures	$0	$0	$0	
13	1475 Nondwelling Equipment	$0	$0	$0	
14	1495.1 Relocation Cost	$0	$0	$0	
15	1490 Replacement Reserve				
16	1498 Mod Used for Development				
17	1502 Contingency (may not exceed 8% of line 18)	$0	$0	0	
18	**Amount of Annual Grant (Sum of lines 2-17)**	$12,341,434	$12,341,434	$8,659,227	
19	Amount of line 18 Related to LBP Activities	$369,009	$369,009	$9,791	
20	Amount of line 18 Related to Section 504 Compliance	$76,860	$166,408	$15,878	
21	Amount of line 18 Related to Security	$1,781,092	$1,781,092	$1,676,185	
22	Amount of line 18 Related to Energy Conservation Measures				

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Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date	1- To be completed for the Perfor or a Revised Annual Statement
X **Gregg Fortner, Executive Director**	X	2- To be completed for the Perfor Evaluation Report

GL information as of 3/31/03
Revision #3

Facsimile form HUD-52837 (5/20/96)
ref Handbook 7485.3

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

REVISIO

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Funds Obligated (2)	Funds Expended(2)	
1-1, Holly Courts	1. 10 Boilers replacement (Phase 1 of 2)	1460	30%	$0	$0	0	0	Work repro
	2. Asbestos Abatement	1460	100%	$0	$0	0	0	Work repro
1-2, Potrero Terrace	1. Sidewalks, stairs and handrail repairs	1450	1600 l.ft	$47,660	$147,660	0	0	Increase lir
	2. Hot water lines replacement	1460	100%	$0	$0	0	0	Work repro
	3. Boiler replacement	1460	2 units	$0	$0	0	0	Work repro
	4. Water and Boiler System	1460	100%	$801,851	$801,851	52,860	52,860	Work in pro Lines and E
1-3, Sunnydale	1. Slide repairs. Erosion stabilization	1450	100%	$0	$0	0	0	Work repor
	2. 504/ADA	1460	100%	$10,252	$10,252	10,252	9,062	Work in pro program
1-8 Westside Courts	1. Lead Abatement	1460	100%	$70,400	$72,800	0	0	Revise to ir

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

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Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Funds Obligated (2)	Funds Expended(2)	
1-9, Westbrook	1. Sidewalks, stairs and handrail reapirs	1450	1300 I.ft	$0	$0	0	0	Work repor
1-10, Potrero Annex	1. Sidewalks, stairs and handrail reapirs	1450	1200 I.ft	$33,812	$83,812	0	0	Increase Li
1-15, Ping Yuen	1. Security gate. Intercom system	1450	100%	$228	$228	228	228	Work comp
	2. Range Hood	1460	100%	$338,000	$348,452	338,000	54,088	Work in pro
	3. 504 Modification	1460	100%	$0	$23,054	0	0	Add line ite
1-17A, Hunter's Point	1. Slide repairs. Erosion stabilization	1450	100%	$0	$0	0	0	Work repro
1-18(3) Hunters View	1. Sidewalk Repair	1450	100%	$0	$155,000	0	0	Add line ite
1-18(4) Alice Griffith	1. Slide Repairs	1450	100%	$19,450	$19,450	19,450	19,450	
	2. 504 /ADA	1460	100%	$5,626	$5,626	5,626	4,971	Work in pro
	3. Canopies	1460	100%	$1,477,239	$0	0	0	Line item tr
1-18(5), Rosa Parks	1. New Intercom System	1460	100%	$20,000	$20,000	0	0	
1-18(6), Ping Yuen No.	1. 504 Modification	1460	100%	$0	$13,492	0	0	New Line It
1-18(10) Woodside Gardens	1. Domestic pump replacement	1460	100%	$0	$0	0	0	Work repor
1-18(13), Mission Dolores	1. Range replacement	1460	100%	$0	$0	0	0	Work repro
	2. Fire Alarm Ssytem	1460	100%	$0	$260,000	0	0	New line ite
1-19(2), 1750 McAllister	1. New Intercom System	1460	100%	$20,000	$20,000	15,093	0	Work in pro
	2. 504 Modification	1460	100%	$0	$2,080	0	0	New Line It
1-20, 3850 18th St.	1. Range replacement	1465	100%	$0	$0	0	0	Work repro
	2. 504 Modification	1460	100%	$0	$9,130	0	0	New Line It

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OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Funds Obligated (2)	Funds Expended(2)	
1-21, 320/330 Clementina	1. Concrete restoration and Waterproofing	1460	100%	$0	$0	0	0	Work repro
	2. Fire Alarm System	1460	100%	0	$ 600,000	0	0	New Line It
	3. 504 Modification	1460	100%	0	$ 1,914	0	0	New Line It
1-23, 1880 Pine St.	1. New Intercom System	1460	100%	$20,000	$20,000	0	0	
1-27, 350 Ellis Street	1. New Intercom System	1460	100%	$20,000	$20,000	0	0	
1-28, 666 Ellis St.	1. New Intercom System	1460	100%	$20,000	$20,000	0	0	
	2. Window replacement	1460	100%	$0	$0	0	0	Work repro
1-29, 345 Arguello	1. New Intercom System	1460	100%	$20,000	$20,000	0	0	
1-30(A) Duboce St.	1. Install emergency generator	1460	100%	$0	$148,000	0	0	New line ite
1-31, 25 Sanchez St.	1. New Intercom System	1460	100%	$20,000	$20,000	0	0	
1-33, 275 Thrift Street	1. Waterproofing	1460	100%	$13,404	$13,404	11,750	11,750	Work Comp
1-34, 363 Noe St.	1. Waterproofing	1460	100%	$0	$0	0	0	Work repro
1-39 B, 951 Eddy St.	1. New Intercom System	1460	100%	$20,000	$20,000	20,000	20,000	Work comp
	2. Waterproofing	1460	100%	$250,000	$250,000	250,000	250,000	Work comp
1-41, 430 Turk St.	1. Install emergency generator	1460	100%	$375,021	$375,021	312,160	0	Work in pro
1-42, San Jule Apts.	1. Exterior Painting	1450	100%	$40,000	$40,000	0	0	
1-43, Robert B. Pitts	1. Fire Alarm system	1460	100%	$576,940	$576,940	0	0	

(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.

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
Gregg Fortner, Executive Director	**X**

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

REVISIO

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Funds Obligated (2)	Funds Expended(2)	
Management Improvements	1. MIS: PHA Wide network upgrade & Software upgrade	1408	100%	$300,000	$300,000	228,919	225,531	Work in pro
	2. Improve Security	1408	100%	$1,640,864	$1,640,864	1,640,864	1,640,864	Work comp
	3. HOPE VI application	1408	100%	$100,000	$100,000	100,000	47,945	Work in pro
	4. Translation and Interpretation Services	1408	100%	$0	$0	0	0	Work repro
	5. Legal Costs (Asian Law Caucus)	1408	100%	$388,500	$388,500	388,500	305,869	Work in pro
	6. Computer system Upgrade	1408	100%	$0	$14,239	0	0	Work in pro
	Management Improvement Total	**1408**		**$2,429,364**	**$2,443,603**	**$2,358,283**	**$2,220,209**	

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Signature of Executive Director and Date

Gregg Fortner, Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

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

REVISIO

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Funds Obligated (2)	Funds Expended(2)	
PHA Wide	LBP Testing	1430	As Req.	$65,000	$65,000	65,000	9,439	Work in prc
	LBP Abatement	1460	As Req.	$298,609	$296,209	9,791	991	Work in prc
	Asbestos Testing	1430	As Req.	$50,000	$50,000	50,000	5,903	Work in prc
	Asbestos Abatement	1460	As Req.	$991	$50,991	991	991	Work in prc
	Mold and Mildew Remediation	1460	As Req.	$0	$0	0	0	Work repro
	Bloodborn Pathogens Decontamination	1460	As Req.	$0	$0	0	0	Work repro
	504/ADA Compliance. Reasonable accomm.	1460	As Req.	$60,982	$860	0	0	Work in prc
	New Appliances	1465	As Req.	$150,000	$150,000	150,000	150,000	Work comp
	Fire Unit Repair	1460	As Req.	$76,861	$76,861	0	0	
	Hazard Testing	1430	As Req.	$0	$0	0	0	Work repro
	Sidewalk repair/replacement	1450	As Req.	$0	$0	0	0	Work repro
	Playgrounds repairs/replacement	1450	As Req.	$0	$0	0	0	Work repro
	Hardwire smoke detector installation	1460	As Req.	$0	$0	0	0	Work repro
	ADA Emergency Exit sign. (Phase 1 of 3)	1460	33%	$0	$100,000	0	0	Work repro
	Speed bumps	1450	As Req.	$0	$0	0	0	Work repor
	PHA WIDE SubTotal			**$702,443**	**$789,921**	**$275,781**	**$167,324**	

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Gregg Fortner, Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

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

REVISIO

Part II:
2001 Capital Fund Program (CFP)

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Funds Obligated (2)	Funds Expended(2)	
Administration	Administration	1410	100%	$1,534,143	$1,534,143	1,534,143	1,534,143	Completed
Fees & Costs	In-house/consultant design (@ 8% of Total Grant)	1430	100%	$987,315	$987,315	987,315	695,687	Work in prc
Operating Subsidy	(@10% 0f total grant)	1406	100%	$2,468,286	$2,468,286	2,468,286	2,468,286	Completed
Contingency	Construction Contingency (@ 8% of Total Grant)	1502	100%	$0	$0	0	0	
Nondwelling Equipment/ Structure		1475	100%	$0	$0	0	0	
	Sub-total			**$4,989,744**	**$4,989,744**	**$4,989,744**	**$4,698,116**	
	2001 CGP Annual Total=			**$12,341,434**	**$12,341,434**	**$8,659,227**	**$7,508,057**	

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Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
Gregg Fortner, Executive Director	**X**

2001 Annual Statement

U.S. Department
and Urban Devel
Office of Public ar

Part III: Implementation Schedule
Capital Fund Program (CFP)

OMB Approval No

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revis
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1-1 Holly Courts							
1. 10 Boilers replacement (Phase 1 of 2)							Work reprogramm
2. Asbestos Abatement							Work reprogramm
1-2, Potrero Terrace							
1. Sidewalks, stairs and handrail repairs	9/30/2004	9/30/2004		9/30/2006	9/30/2006		
2. Hot water lines replacement	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Combine Water Li
3. Boiler replacement	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Combine Water Li
4. Water and Boiler System	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Combine Water Li
1-3 Sunnydale							
1. Slide repairs. Erosion stabilization	9/30/2004	9/30/2004		9/30/2006			Work reprogramm
2. 504/ADA		12/31/2002			9/30/2003		Work in progress
1-8 Westside Courts							
1. Lead Abatement		3/31/2003			9/30/2006		Revise to increase
1-9 Westbrook							
1. Sidewalks, stairs and handrail repairs	9/30/2004	9/30/2004		9/30/2006			Work reprogramm
1-10 Potrero Annex							
1. Sidewalks, stairs and handrail repairs	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Increase line item
1-15, Ping Yuen							
1. Security Gate. Intercom system	9/30/2004	9/30/2004	3/31/2003	9/30/2006	3/31/2003		Work completed
2. Range Hoods		12/31/2002	12/31/2002		9/30/2006		Line item transferr (712) - work in pro
1-17A, Hunter's Point							
1. Slide repairs. Erosion stabilization							Work reprogramm
1-18(3) Hunters View							
1. Sidewalks repair		9/30/2004			9/30/2006		Add line item

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X Gregg Fortner, Executive Director	

2001 Annual Statement

U.S. Department
and Urban Devel
Office of Public ar

Part III: Implementation Schedule
Capital Fund Program (CFP)

OMB Approval No

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revis
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1-18 (4) Alice Griffith							
1. Slide Repairs		12/31/2002	12/31/2002		9/30/2006	3/31/2003	Work in progress
2. 504/ADA		12/31/2002	3/31/2003		9/30/2006		Work in progress
3. Canopies		9/30/2004			9/30/2006		Transfer line item
1-18(5), Rosa Parks							
1. New intercom system	9/30/2004	9/30/2004		9/30/2006	9/30/2006		
1-18(6), Ping Yuen No.							
1. 504 Modification		9/30/2004			9/30/2006		Add line item
1-18(10), Woodside Gardens							
1. Domestic pump replacement							Work reprogramm
1-18(13), Mission Dolores							
1. Range replacement							Work reprogramm
2. Fire Alarm System		9/30/2004			9/30/2006		Add line item
1-19 (2), 1750 Mc Allister St.							
1. New intercom system	9/30/2004	9/30/2004	3/31/2003	9/30/2006	9/30/2006		
2. 504 Modification		9/30/2004			9/30/2006		Add line item
1-20, 3850 18thSt.							
1. Range replacement							Work reprogramm
2. 504 Modification		9/30/2004			9/30/2006		Add line item
1-21, 320/330 Clementina							
1. Concrete restoration and Waterproofing							Work reprogramm
2. Fire Alarm System		9/30/2004			9/30/2006		Add line item
3. 504 Modification		9/30/2004			9/30/2006		Add line item
1-23, 1880 Pine St.							
1. New Intercom System	9/30/2004	9/30/2004		9/30/2006	9/30/2006		
1-27, 350 Ellis Street							
1. New Intercom System	9/30/2004	9/30/2004		9/30/2006	9/30/2006		
1-28, 666 Ellis Street							
1. New Intercom System	9/30/2004	9/30/2004		9/30/2006	9/30/2006		
2. Windows replacement							Work reprogramm

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Signature of Executive Director and Date

X Gregg Fortner, Executive Director

Signature of Public Housing Director/Office of Native A
Programs Administrator and Date

2001 Annual Statement

U.S. Department
and Urban Devel
Office of Public ar

Part III: Implementation Schedule
Capital Fund Program (CFP)

OMB Approval No

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revis
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1-29, 345 Arguello Street							
1. New Intercom System	9/30/2004	9/30/2004		9/30/2006	9/30/2006		
1-30(A) Duboce Street							
1. Install emergency generator		9/30/2004			9/30/2006		Add line item
1-31, 25 Sanchez St.							
1. New Intercom System	9/30/2004	9/30/2004		9/30/2006	9/30/2006		
1-33, 275 Thrift Street							
1. Waterproofing	9/30/2004	6/30/2002	6/30/2002	9/30/2006	9/30/2002	3/31/2003	Work completed
1-34, 363 Noe St.							
1. Waterproofing							Work reprogramm
1-39B, 951 Eddy Street							
1. New intercom system	9/30/2004	12/31/2001	12/31/2001	9/30/2006	6/30/2002	6/30/2002	Work completed
2. Waterproofing	9/30/2004	12/31/2001	12/31/2001	9/30/2006	6/30/2002	6/30/2002	Work completed
1-41, 430 Turk St.							
1. Install emergency generator	9/30/2004	12/31/2002	12/31/2002	9/30/2006	6/30/2003	12/31/2002	Work in progress
1-42, San Jule Apts.							
1. Exterior painting	9/30/2004	9/30/2004		9/30/2006	9/30/2006		
1-43, R. B. Pitts							
1. Fire alarm system	9/30/2004	9/30/2004		9/30/2006	9/30/2006		

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X Gregg Fortner, Executive Director	

2001 Annual Statement

U.S. Department
and Urban Devel
Office of Public ar

Part III: Implementation Schedule
Capital Fund Program (CFP)

OMB Approval No

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revis
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Management Improvement							
1 MIS: PHA Wide network upgrade & CCS Software upgrade	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Work in progress
2 Improve Security	9/30/2004	4/30/2002	4/30/2002	9/30/2006	4/30/2002	4/30/2002	Work completed
3 HOPE VI Application	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Work in progress
4 Translation and Interpret. Services							Work reprogramm
5 Legal Costs (Asian Law Caucus)	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Work in progress
6 Computer System Upgrade							Add line item, tran
PHA Wide							
LBP Testing	9/30/2004	9/30/2004	3/31/2003	9/30/2006	9/30/2006		Work in progress
LBP abatement	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Work in progress
Asbestos Testing	9/30/2004	9/30/2004	3/31/2003	9/30/2006	9/30/2006		Work in progress
Asbestos Abatement	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Work in progress
Mold and Mildew Remediation							Work reprogramm
Bloodborn Pathogens Decontamination							Work reprogramm
504/ADA Reasonable accomm.	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Work in progress
New Appliances	9/30/2002	9/30/2002	9/30/2002	9/30/2002	9/30/2002	9/30/2002	Work complete
Fire Unit repair	9/30/2004	9/30/2004		9/30/2006	9/30/2006		Work in progress
Hazard Testing							Work reprogramm
Sidewalk repair/replacement							Work reprogramm
Playgrounds repairs/replacement							Work reprogramm
Hardwire smoke detector installation							Work reprogramm
ADA Emergency Exit sign.(Phase 1 of 3)		9/30/2004			9/30/2006		Work reprogramm
Speed bumps							Work reprogramm

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

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native A Programs Administrator and Date
X Gregg Fortner, Executive Director	

2001 Annual Statement

Part III: Implementation Schedule
Capital Fund Program (CFP)

U.S. Department
and Urban Devel
Office of Public ar

OMB Approval No

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revis
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Administration	9/30/2004	9/30/2002	9/30/2002	9/30/2006	9/30/2002	9/30/2002	Work complete
Fees and Costs							
In-house/consult.design	9/30/2004	6/30/2003		9/30/2006	9/30/2006		Work in progress
Operating Subsidy	9/30/2004	12/30/2002			12/30/2002		Work complete
Nondwelling Equipment/Structure							
Relocation Costs							

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

(2) To be Completed for the Performance and Evaluation Re

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native A Programs Administrator and Date
Gregg Fortner, Executive Director	**X**

(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.
Signature of Executive Director and Date **Gregg Fortner, Executive Director**	Signature of Public Housing Director/Office of Native American Programs Administrator and Date **X**

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP)

Part I: Summary

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

OMB Approval No. 2577-0157
(Exp. 3/31/02)

PHA/HA Name		Comprehensive Grant Number	FFY of Grant Approval
SAN FRANCISCO HOUSING AUTHORITY	**2002 CAPITAL FUND**	**CA39P001501-02**	**2002**

[X] Original Annual Statement
Revised 09/24/02

[ ] Reserve for Disasters/Emergencies

[X] Revised Annual Statement/Revision Number _2__

[X] Performance & Evaluation Report as of _03/31/03____

[ ] Final Performance & Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost		Total Actual Costs (2)	
			Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds					
2	1406	Operating Subsidy	$3,149,643	$3,149,643	$3,149,643.00	$3,149,643.00
3	1408	Management Improvement	$3,149,643	$3,149,643	1,649,398	789,545
4	1410	Administration	$1,724,822	$2,137,964	1,724,822	1,247,603
5	1411	Audit				
6	1415	Liquidated Damages				
7	1430	Fees and Costs	$1,302,475	$1,302,475	721,143	6,633
8	1440	Site Acquisition				
9	1450	Site Improvement	$500,000	$149,308	0	0
10	1460	Dwelling Structures	$5,616,632	$5,554,182	24,500	0
11	1465.1	Dwelling Equipment - Nonexpendable	$275,000	$275,000	0	0
12	1470	Nondwelling Structures				
13	1475	Nondwelling Equipment	$30,000	$30,000	0	0
14	1485	Demolition				
15	1490	Replacement Reserve				
16	1492	Moving to Work Demonstration				
17	1495.1	Relocation Cost				
18	1498	Mod Used for Development				
19	1502	Contingency (may not exceed 8% of line 18)				
20	**Amount of Annual Grant (Sum of lines 2-17)**		$15,748,215	$15,748,215	$7,269,506	$5,193,424
21	Amount of line 18 Related to LBP Activities		$375,000	$338,000	0	0
22	Amount of line 18 Related to Section 504 Compliance		$280,000	$280,000	0	0
23	Amount of line 18 Related to Security		$2,086,000	$2,086,000	1,370,597	647,021
24	Amount of line 18 Related to Energy Conservation Measures		$775,000	$1,025,000	0	0

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

Facsimile form HUD-52837 (5/20/96)
ref Handbook 7485.3

Annual Statement/Performance and Evaluation Report
2002 Capital Fund Program (CFP) **Revised 09/24/02**
Part II: Supporting Pages

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

OMB Approval No. 2577-0157
(Exp. 3/31/02)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Account Number	Quantity	Total Estimated Cost Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	Status of Proposed Work [2]
CAL 1-1, Holly Courts	Boilers, water lines and valves replacement (Phase 2 of 3)	1460	100%	$250,000	$500,000	0	0	Increased line item
CAL 1-2 Potrero Terrace	Playground	1450	100%	$44,926	$44,926	0	0	Transfer from PHA Wide
	Vacant Unit Repair	1460	100%	$280,000	$280,000	0	0	Add line item
CAL 1-3, Sunnydale	OIG finding, site work at Bldg. 22E	1450	100%	$250,000	$0	0	0	Work reprogrammed
	Vacant Unit Repair	1460	100%	$240,000	$240,000	0	0	Add line item
CAL 1-8, Westside Courts	Water main line & sewer improv. (Phase 1)	1460	100%	$161,835	$511,835	0	0	Increased line item
CAL 1-9, Westbrook	Emergency Decks repair/ replacement (Phase 1)	1460	100%	$150,000	$150,000	0	0	
	Waterproofing and structural repairs	1460	100%	$440,847	$440,847	0	0	
	Vacant Unit Repair	1460	100%	$180,000	$180,000	0	0	Add line item
CAL 1-10, Potrero Annex	Waterproofing and structural repairs	1460	100%	$0	$0			Transfer to Vacant Unit Repair
CAL 1-15, Ping Yuen	504/ADA Compliance. Common spaces	1460	100%	$40,000	$40,000	0	0	
	Upgrade ventilation system	1460	100%	$67,000	$24,500	24,500	0	Work in progress
CAL 1-17A Hunters Point East	Vacant Unit Repair	1460	100%	$120,000	$120,000	0	0	Add line item
CAL 1-18(3) Hunters View	Vacant Unit Repair	1460	100%	$120,000	$120,000	0	0	Add line item
CAL 1-18(4) Alice Griffith	Waterproofing and structural repair	1460	100%	$69,950	$0	0	0	Transfer funds to Vacant Unit Repair
	Security booth upgrade	1460	100%	$19,000	$19,000	0	0	
	Vacant Unit Repair	1460	100%	$110,000	$110,000	0	0	Add line item
CAL 1-18 (10), Woodside Gardens	Range replacement	1465.1	100%	$75,000	$75,000	0	0	
	Boiler replacement	1460	100%	$250,000	$250,000	0	0	
CAL 1-18(13), Mission Dolores	Install new intercom system	1460	100%	$20,000	$20,000	0	0	
CAL 1-19 (1), 990 Pacific Ave.	Replace fire alarm system	1460	100%	$125,000	$125,000	0	0	
	Range replacement	1465.1	100%	$50,000	$50,000	0	0	
CAL 1-20, 3850 18th St.	Replace fire alarm system	1460	100%	$125,000	$125,000	0	0	
CAL 1-23, 1880 Pine St.	New intercom system	1460	100%	$20,000	$20,000	0	0	
	Replace fire alarm system	1460	100%	$125,000	$125,000	0	0	
CAL 1-27, 350 Ellis St	Replace fire alarm system	1460	100%	$125,000	$125,000	0	0	

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

Facsimile of for m HUD-52837 (01/05/95)
ref Handbook 7485.3

Annual Statement/Performance and Evaluation Report
2002 Capital Fund Program (CFP) **Revised 09/24/02**
Part II: Supporting Pages

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

OMB Approval No. 2577-0157
(Exp. 3/31/02)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Account Number	Quantity	Total Estimated Cost Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	Status of Proposed Work [2]
CAL 1-28, 666 Ellis St	Replace fire alarm system	1460	100%	$125,000	$125,000	0	0	
CAL 1-32, 1760 Bush St.	Replace fire alarm system	1460	100%	$125,000	$125,000	0	0	
CAL 1-35, 2698 California St.	504/ADA compliance. Units	1460	100%	$40,000	$40,000	0	0	
			SUBTOTAL :	**$3,748,558**	**$3,986,108**	**$24,500**	**$0**	
HA-Wide HQS (Housing Quality Standards Compliance) Repair/replacement for the following: heaters, bathtub/shower, toilet, windows, floor tile, kitchen cabinets, sink/plumbing, stove/vent, ceilings, walls, doors/frames, electrical, refrigerator and/or other HQS items								
HA-Wide Priority Replacement Housing			n/a	$0				
HA-Wide Lead Testing		1430	As Req.	$50,000	$50,000	0	0	
HA-Wide Lead Abatement		1460	As Req.	$375,000	$338,000	0	0	Decrease line item
HA-Wide Asbestos Testing		1430	As Req.	$50,000	$50,000	315	315	
HA-Wide Asbestos Abatement		1460	As Req.	$100,000	$50,000	0	0	Decrease line item
Mold and Mildew Remediation		1460	As Req.	$75,000	$0	0	0	Re-programmed line item
Blood-born pathogens decontamination		1460	As Req.	$50,000	$0	0	0	Re-programmed line item
HA-Wide 504/ADA reasonable accommodations		1460	As Req.	$200,000	$200,000	0	0	
HA-Wide Fire unit repair		1460	As Req.	$200,000	$200,000	0	0	
HA-Wide New appliances		1465.1	As Req.	$150,000	$150,000	0	0	
HA-Wide Hazard testing		1430	As Req.	$10,000	$10,000	2,528	0	
HA-Wide Sidewalk repair/replacement		1450	As Req.	$50,000	$0	0	0	Re-programmed line item
HA-Wide Playground repairs/replacement/removal		1450	As Req.	$55,074	$4,382	0	0	
ADA Emergency Exit Signage		1460	Phases 1 0f 3	$50,000	$50,000	0	0	
Hardwire smoke detectors (16 developments)		1460	As Req.	$600,000	$600,000	0	0	
Elevator upgrades at 22 senior buildings		1460	As Req.	$200,000	$200,000	0	0	
Improve lighting		1450	As Req.	$100,000	$100,000	0	0	
Surveillance cameras (Phase I, senior bldgs.)		1460	0.125	$50,000	$50,000	0	0	
Modernization of Property Offices PHA Wide		1460	1	$50,000	$50,000	0	0	
HA-Wide Fire Alarm System		1460	As Req.	$338,000	$0	0	0	Re-programmed line item
			SUBTOTAL PHA WIDE:	**$2,753,074**	**$2,102,382**	**$2,843**	**$315**	
			TOTAL CONSTRUCTION:	**$6,501,632**	**$6,088,490**	**$27,343**	**$315**	

Signature of Executive Director and — Date

X

Gregg Fortner, Executive Director

Signature of Public Housing Director/Programs Administrator — Date

X

Annual Statement/Performance and Evaluation Report
2002 Capital Fund Program (CFP) **Revised 09/24/02**
Part II: Supporting Pages

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

OMB Approval No. 2577-0157
(Exp. 3/31/02)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Account Number	Quantity	Total Estimated Cost Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	Status of Proposed Work [2]
Management Improvements (20% of total grant)								
M.I.S.- New accounting and Management Software		1408		$829,162	$416,075	64,150	17,420	Acquisition and Technical Assistance costs. Work in progress
Implement Accounting & Management Software		1408		$0	$154,957	35,784	25,655	New Line Item
Security		1408		$1,877,000	$1,877,000	1,370,597	647,021	Work in progress
Hope VI application		1408		$23,400	$23,400	0	0	
Photographic & Imaging equipment for Employee ID badge		1408		$4,700	$4,700	3,827	3,827	
Staff Training - Finance		1408		$23,400	$23,400	2,257	2,257	
Staff Training - Customer Services		1408		$35,000	$35,000	5,023	5,023	
Applicant screening services		1408		$46,000	$46,000	0	0	
Resident Eviction Costs		1408		$28,000	$28,000	0	0	
Resident Notices/ mailing		1408		$4,600	$4,600	1,122	739	
Reference materials		1408		$4,600	$4,600	0	0	
Resident Initiative Program		1408		$70,943	$70,943	0	0	
Civil Rights		1408		$95,000	$52,293	42,365	14,451	Add line item
Implement Fixed Asset Tracking System		1408		$45,318	$45,318	45,318	22,407	Add line item
Improve Section 3 Program Implementation		1408		$62,520	$139,422	62,520	34,310	Add line item
Improve Procurement Policy Management		1408		$0	$80,662	5,973	5,973	Add line item
Improve Vendor's Invoice Management		1408		$0	$42,365	2,937	2,937	Add line item
Improve New Record Retention System		1408		$0	$6,008	390	390	Add line item
Improve Safety & Risk Retention Program		1408		$0	$94,900	7,136	7,136	Add line item
			SUBTOTAL:	**$3,149,643**	**$3,149,643**	**$1,649,398**	**$789,545**	

Signature of Executive Director and Date

X
Gregg Fortner, Executive Director

Signature of Public Housing Director/Programs Administrator Date

X

Facsimile of for m HUD-52837 (01/05/95)
ref Handbook 7485.3

Annual Statement/Performance and Evaluation Report
2002 Capital Fund Program (CFP) **Revised 09/24/02**
Part II: Supporting Pages

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

OMB Approval No. 2577-0157
(Exp. 3/31/02)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Account Number	Quantity	Total Estimated Cost Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	Status of Proposed Work [2]
Administration	Administration of CGP - 10% of total Grant	1410	100%	$1,724,822	$1,574,821	1,480,831	1,003,612	Work in progress
	Administration - Inspectors, Safety Inspectors & In-house A/E Services	1410	100%		$563,143	243,991	243,991	Work in progress
Fees & Costs (@ 8% of Total Grant)	A/E consultants	1430	100%	$1,167,475	$1,167,475	718,300	6,318	Work in progress
	Needs Assessment Market Analysis.	1430	100%	$25,000	$25,000	0	0	
Contingency (@ 0% of Total Grant)	Construction Contingency	1502	100%	$0	$0	0	0	
Operating Subsidy (@20% 0f total grant)		1406	100%	$3,149,643	$3,149,643	3,149,643	3,149,643	Complete
Nondwelling Equipment/Structure	Preventive ergonomic office furniture	1475	100%	$30,000	$30,000	0	0	
			SUBTOTAL:	**$6,096,940**	**$6,510,082**	**$5,592,765**	**$4,403,564**	
			TOTAL GRANT:	**$15,748,215**	**$15,748,215**	**$7,269,506**	**$5,193,424**	

Signature of Executive Director and Date

X
Gregg Fortner, Executive Director

Signature of Public Housing Director/Programs Administrator Date

X

Annual Statement/Performance and Evaluation Report
2002 Capital Fund Program (CFP). Revised 09/24/02

Part III: Implementation Schedule

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

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	Reasons fo
1-1 Holly Courts							
Boilers, water lines and valves replacement (Phase 2 of 3)	9/30/2004			9/30/2006			
1-2 Potrero Terrace							
Playground	9/30/2004			9/30/2006			
Vacant Unit Repair	9/30/2004			9/30/2006			
1-3 Sunnydale							
OIG finding, site work at Bldg. 22E	9/30/2004			9/30/2006			Work rep
Vacnt Unit Repair	9/30/2004			9/30/2006			
1-8 Westside Courts							
Water main line & sewer improv.	9/30/2004			9/30/2006			
1-9 Westbrook							
Emergency Decks repair/ replacement	9/30/2004			9/30/2006			
Waterproofing and structural repairs	9/30/2004			9/30/2006			
Vacant Unit Repair	9/30/2004			9/30/2006			
1-10 Potrero Annex							
Waterproofing and structural repairs	9/30/2004			9/30/2006			
1-15 Ping Yuen							
504/ADA Compliance. Common spaces	9/30/2004			9/30/2006			
Upgrade ventilation system	9/30/2004	3/31/2003	3/31/2003	9/30/2006			
1-17A Hunters Point East							
Vacant Unit Repair	9/30/2004			9/30/2006			
1-18(3) Hunters View							
Vacant Unit Repair	9/30/2004			9/30/2006			

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

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Annual Statement/Performance and Evaluation Report
2002 Capital Fund Program (CFP). Revised 09/24/02

Part III: Implementation Schedule

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

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons fo
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1-18(4), Alice Griffith							
Waterproofing and structural repair	9/30/2004			9/30/2006			Work rep
Security booth upgrade	9/30/2004			9/30/2006			
Vacant Unit Repair	9/30/2004			9/30/2006			
1-18(10), Woodside Gardens							
Range replacement	9/30/2004			9/30/2006			
Boiler replacement	9/30/2004			9/30/2006			
1-18(13), Mission Dolores							
Install new Intercom system	9/30/2004			9/30/2006			
1-19 (1), 990 Pacific Ave.							
Replace Fire Alarm system	9/30/2004			9/30/2006			
Range replacement	9/30/2004			9/30/2006			
1-20, 3850 18thSt.							
Replace Fire Alarm system	9/30/2004			9/30/2006			
1-23, 1880 Pine St.							
New Intercom system	9/30/2004			9/30/2006			
Replace Fire Alarm system	9/30/2004			9/30/2006			
CAL 1-27, 350 Ellis St							
Replace Fire Alarm system	9/30/2004			9/30/2006			
CAL 1-28, 666 Ellis St							
Replace Fire Alarm system	9/30/2004			9/30/2006			
CAL 1-32, 1760 Bush St.							
Replace Fire Alarm system	9/30/2004			9/30/2006			
1-35, 2698 California							
504/ADA compliance. Units	9/30/2004			9/30/2006			

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
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Annual Statement/Performance and Evaluation Report
2002 Capital Fund Program (CFP). Revised 09/24/02

Part III: Implementation Schedule

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

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	Reasons fo
PHA Wide							
HA-Wide Lead Testing	9/30/2004			9/30/2006			
HA-Wide Lead Abatement	9/30/2004			9/30/2006			
HA-Wide Asbestos Testing	9/30/2004			9/30/2006			
HA-Wide Asbestos Abatement	9/30/2004			9/30/2006			
Mold and Mildew Remediation	9/30/2004			9/30/2006			Re-progr
Blood-born pathogens decontamination	9/30/2004			9/30/2006			Re-progr
HA-Wide 504/ADA reasonable accommodations	9/30/2004			9/30/2006			
HA-Wide Fire unit repair	9/30/2004			9/30/2006			
HA-Wide New appliances	9/30/2004			9/30/2006			
HA-Wide Hazard testing	9/30/2004			9/30/2006			
HA-Wide Sidewalk repair/replacement	9/30/2004			9/30/2006			Re-progr
HA-Wide Playground repairs/replacement/removal	9/30/2004			9/30/2006			
ADA Emergency Exit Signage	9/30/2004			9/30/2006			
Hardwire smoke detectors (16 developments)	9/30/2004			9/30/2006			
Elevator upgrades at 22 senior buildings	9/30/2004			9/30/2006			
Improve lighting	9/30/2004			9/30/2006			
Surveillance cameras (Phase I, senior bldgs.)	9/30/2004			9/30/2006			
Modernization of Property Offices PHA Wide	9/30/2004			9/30/2006			
HA-Wide Fire Alarm System	9/30/2004			9/30/2006			Re-progr

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	Reasons fo
Management Improvement							
M.I.S.- New accounting and Management Software	9/30/2004			9/30/2006			Work in p
Impelment Accounting & Management Software		9/30/2003			9/30/2006		Add line i
Security	9/30/2004			9/30/2006			Work in p
Hope VI application	9/30/2004			9/30/2006			
Photographic & Imaging equipment for Employee ID bad	9/30/2004			9/30/2006			
Staff Training - Finance	9/30/2004			9/30/2006			
Staff Training - Customer Services	9/30/2004			9/30/2006			
Applicant screening services	9/30/2004			9/30/2006			
Resident Eviction Costs	9/30/2004			9/30/2006			
Resident Notices/ mailing	9/30/2004			9/30/2006			
Reference materials	9/30/2004			9/30/2006			
Resident Initiative Program	9/30/2004			9/30/2006			
Civil Rights	9/30/2004			9/30/2006			Add line i
Implement Fixed Asset Tracking System	9/30/2004			9/30/2006			Add line i
Improve Section 3 Program Implementation	9/30/2004			9/30/2006			Add line i
Improve Procurement Policy Management	9/30/2004			9/30/2006			Add line i
Improve Vendor's Invoice Management	9/30/2004			9/30/2006			Add line i
Improve New Record Retention System	9/30/2004			9/30/2006			Add line i
Improve Safety & Risk Retention Program	9/30/2004			9/30/2006			Add line i
Administration	9/30/2004			9/30/2006			
Fees and Costs							
A/E consultants	9/30/2004			9/30/2006			
Needs Assessment Market Analysis.	9/30/2004			9/30/2006			
Operating Subsidy	9/30/2004	12/31/2002	12/31/2002	9/30/2006	12/31/2002	12/31/2002	Complete
Nondwelling Equipment/Structure							
Preventive ergonomic office furniture	9/30/2004			9/30/2006			

Signature of Executive Director and	Date	Signature of Public Housing Director/Programs Administrator	Date
X **Gregg Fortner, Executive Director**		**X**	

facsimile of form HUD-52834 (01/05/95)
ref Handbook 7485.3