

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

# Housing Authority

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## Of County Of Stanislaus

### *PHA Plans*

5-Year Plan for  
Fiscal Years 2000 - 2004

Annual Plan for  
Fiscal Year 2003

## PHA Plan Agency Identification

**PHA Name:** Housing Authority County of Stanislaus

**PHA Number:** CA-026

**PHA Fiscal Year Beginning:** 10/1/2003

**Public Access to Information:**

Information regarding any activities outlined in this plan can be obtained by contacting:

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

**Display Locations For PHA Plans and Supporting Documents:**

The PHA Plans (including attachments) are available for public inspection at:

- Main administrative office of the PHA
- PHA development management offices: Patterson, Westley, and Riverbank.
- PHA local offices
- Main administrative office of the local government (Modesto, Ceres, Turlock, Oakdale, Hughson, Patterson, and Newman)
- Main administrative office of the County government
- Main administrative office of the State government
- Public library (Stanislaus County Main)
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at:

- Main business office of the PHA
- PHA development management offices
- Other:

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2000 - 2004**

**A. Mission Statement:**

The Housing Authority of The County of Stanislaus is a non-profit, public corporation committed to addressing the unmet needs of the residents and communities of Stanislaus County. The Authority is governed by a Housing Commission appointed by the Board Of Supervisors.

Mission:

- ❖ Provide decent, safe, and affordable rental and home ownership housing.
- ❖ Provide and promote service opportunities that encourage and support individuals and families achieving greater independence and self-sufficiency.
- ❖ Provide opportunities for conserving and upgrading affordable housing stock, improving infrastructure, stabilizing and creating desirable neighborhoods.

In carrying out its mission the Authority is committed to provide a high quality service by:

- ❖ Being sensitive to clients needs while treating clients with dignity and respect
- ❖ Utilizing the talents and skills of our staff
- ❖ Fostering partnerships
- ❖ Utilizing resources in the most efficient and effective manner

## Annual PHA Plan PHA Fiscal Year 2003

### B. Goals

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

**PHA Goal:** Increase the inventory of affordable rental housing in Stanislaus County and expand home ownership opportunities for first time homebuyers:

**Objectives:**

Apply for additional rental vouchers: If federal funding becomes available expand the inventory of rental housing vouchers by 15 % over the next 5 years:

Reduce public housing vacancies: Achieve a 98% Lease-up Rate in the Public Housing Program by October 1, 2001

Leverage private or other public funds to create additional housing opportunities

Subject to the availability of funding, develop or acquire 300 affordable rental-housing units over the next 5 years

Other:

1. Utilize the Authority's Mortgage Credit Certificate Program and the Housing Authority's IDEA Program to assist 80 first time homebuyers in acquiring a home over the next 5 years

2. Implement a Lease to Purchase Home-ownership Program in 2003

3. Achieve and sustain a Section 8 program utilization rate of 98% by October 1, 2002

4. Continue to expand upon existing marketing and out reach efforts to attract new landlord participants to the Section 8 program by October 1, 2002

**PHA Goal:** Conserve and Upgrade the Affordable Housing Inventory in Stanislaus County:

**Objectives:**

Improve public housing management: (PHAS score) achieve and maintain High Performer status in the Public Housing Program by October 1, 2001

Improve voucher management: (SEMAP score) achieve and maintain High Performer status in the Voucher and Section 8 programs by October 1, 2002

Increase customer satisfaction:

1. Improve Communications with Residents and Program Participants through the Use of News Letters and Resident Meetings

2. Monitor results from our Customer Service Evaluation system and use the results to implement changes, which improve customer service

3. Continue to provide staff training opportunities, which support improvements in the quality of the Authority's housing programs

Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

1. Conduct Annual Housing Choice Voucher Program inspections within 365 days of the last inspection.
2. Conduct quality control audits of annual eligibility determinations for no less than 3% of Housing Choice Voucher Program files.
3. Conduct initial unit inspections for the Housing Choice Voucher Program within a 7 - 10 day time period
4. Reduce the number of days a Section 8 Owner Participant receives the initial rent check from 22 days to 11 days from the date the unit passes inspection.
5. Establish a landlord "hotline" to improve response time to inquiries

- Renovate or modernize public housing units: Complete Public Housing Modernization Activities in a Timely Manner
- Demolish or dispose of obsolete public housing:
- Provide replacement public housing:
- Provide replacement vouchers:
- Other:

1. Partner with county and/or city efforts to improve housing stock and create stable, viable neighborhoods
2. Plan and Coordinate Authority's housing stock modernization efforts with county and/or city infrastructure improvement efforts
3. The Authority shall reduce the level of crime in its high vacancy complexes by not less than 20 % by October 1, 2002
4. The Authority shall improve the curb appeal of its complexes through completion of common area landscape improvements and other physical improvements by October 1, 2002

**PHA Goal:** Increase assisted housing choices

**Objectives:**

- Provide voucher mobility counseling at initial family briefings and during annual re-examinations
- Conduct outreach efforts to potential voucher landlords by conducting annual owner workshops to encourage Voucher Program participation
- Increase voucher payment standards
- Continue to seek funding to continue the IDEA Homeownership Program for graduating FSS Participants
- Participate in Rental Property Association events as they occur to market to potential Section 8 Owners
- Implement public housing or other home ownership programs:
- Implement public housing site-based waiting lists: The Authority shall implement project-based waiting lists for complexes where such lists improve marketability
- Convert public housing to vouchers:
- Other:

**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 our 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)

1. Continue to be a lead agency participating in the County Wide Continuum of Care System and development
2. Continue to seek funding for Permanent Supportive Housing through the Continuum of Care NOFA

**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 housing 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:

1. Increase the number of Family Self-Sufficiency program participants from 150 to 200 by October 1, 2002
2. Initiate and enroll 25 families in a New Focused Self-sufficiency Program in the Public Housing Program by October 1, 2003
3. Expand and enter into partnerships which will provide Self-sufficiency Services in the Authority's Community Centers by October 1, 2002
4. Initiate an individual development account program for public housing residents by October 1, 2004
5. Apply for IDEA Program funds as application opportunities become available, which will allow up to \$10,000 in down payment assistance for graduating Family Self-Sufficiency Families.

**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, and disability through dissemination of information to program participants and follow-up with HUD on potential discrimination complaints.

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, and disability:

Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

Other:

1. The Authority shall achieve an ethnic, racial and income mix in its housing developments to the extent possible
2. The Authority shall investigate and resolve any fair housing issues affecting its programs, or program participants in a responsible manner

**Other PHA Goals and Objectives:** Reduce The Authority's Dependency on Federal Funding:

1. Expand the Authority's financial base to include additional funding from non-federal financial funding sources

**Annual Plan Type:**

**Standard Plan**

**Streamlined Plan:**

High Performing PHA

Small Agency (<250 Public Housing Units)

Administering Section 8 Only

Troubled Agency Plan

# EXECUTIVE SUMMARY

## HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS

The Housing Authority of the County of Stanislaus has prepared our *Agency Plan* in compliance with Section 511 of the *Quality Housing and Work Responsibility Act (QHWRA)* of 1998 and the ensuing HUD requirements. The *Plan* describes the Housing Authority, its mission and strategy for addressing the housing needs of low-income and very-low income families in Stanislaus County.

The Housing Authority of the County of Stanislaus shares an Executive Director and staff with the Housing Authority of the City of Riverbank. Both Housing Authorities are public housing agencies as defined in the *United States Housing Act of 1937*, as amended, and in 24 *C.F.R. Chapter VIII*. Both agencies have been organized under *Section 31000, et a seq.*, of the *California Health and Safety Code*.

The primary objective of the Housing Authority of the County of Stanislaus is to provide decent, safe and sanitary housing to low-income families at an affordable price. Our mission is to provide this housing within an environment that fosters the advancement of low-income families from a position of dependency to one of self-sufficiency.

The Housing Authority has the responsibility for planning, financing, constructing, purchasing and managing properties using a variety of affordable housing programs. As the manager of rental properties, the Housing Authority performs all the functions of a private owner, including selection of residents, rent collection and property maintenance. In Stanislaus County, the Housing Authority manages 647 Public Housing units, 3,934 Housing Choice Vouchers, 54 Moderate Rehabilitation Units, 30 Shelter Plus Care Certificates, 55 Aftercare Vouchers, 356 farm labor units, 219 migrant housing units, and administers 102 local programs.

Federal and state laws establish the rent structure of the housing programs administered by the Housing Authority and most require annual income verification from tenants. Federal Regulations also impact the selection of program participants, occupancy, lease and grievance procedures. This *Agency Plan* deals with federal policies and procedures for Public Housing and Section 8 that have been modified as a result of *QHWRA*.

In our *Five Year Plan*, the Housing Authority recognizes the need for more affordable housing in the County of Stanislaus. Our goal of developing additional affordable housing has been established to address this need. However, our goals are based on the availability of funding and political will.

Information taken from the Comprehensive Housing Affordability Strategy (CHAS) Data Book was utilized in assessing these housing needs.

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<u>D</u> Pet Policy (ca026d04)	
<u>E</u> Community Service (ca026e04)	
<u>F</u> PHA Progress on 2002 Annual/ 5 Year Plan (ca026f04)	

***Attachments:***

- G PHA Management Organizational Chart (ca026g04) (removed, not required)
- H FY 2002 Capital Fund Program 5 Year Action Plan (ca026h04)
- I PHDEP **(N/A Beginning with 2002 submission)**
- J Comments of Resident Advisory Board or Boards (ca026j04)
- ✓ Other (List below, providing each attachment name)
- K Audit (ca026k04)
- M Certificates (ca026m04)
- N Public Housing Occupancy Policy (ca026n04)
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- V Plan Template (CA026V04)
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**Annual Plan FY 2002** (\*In process of completion and or may change in adopted form)

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	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
X	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
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	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
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies

Applicable & On Display	Supporting Document	Applicable Plan Component
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <u>√</u> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <u>√</u> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <u>√</u> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	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
X	Public housing grievance procedures <u>√</u> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs

<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	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
N/A	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
N/A	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	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
In Process	Any cooperative agreement between the PHA and the TANF agency - Security Deposit Loan Program for TANF Recipients	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency

<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	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
X	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	Troubled PHAs
X	Other supporting documents: "RASS" Survey Action Plan	RASS Action Plan

# 1. Statement of Housing Needs:

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	10,768	5	5	5	5	5	5
Income >30% but <=50% of AMI	16,595	5	5	5	5	5	5
Income >50% but <80% of AMI	18,260	1	5	4	3	3	5
Elderly	8,707	5	5	5	5	5	5
Families w/ Disabilities	N/A*	N/A	N/A	N/A	N/A	N/A	N/A
Afro-American	1,030	5	5	5	5	5	5
Hispanic	6579	5	5	5	5	5	5
Other (non-Hispanic and non-Afro-American)	2,699	5	5	5	5	5	5

\* Not Available

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: \_\_\_\_\_
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data. Indicate year: \_\_\_\_\_
- Other housing market study. Indicate year: \_\_\_\_\_
- Other sources: (list and indicate year of information)

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

<b>Public Housing Program - Housing Needs of Families on the Waiting List</b>			
<b>Waiting list type:</b>			
<input type="checkbox"/> Section 8 tenant-based assistance <input checked="" type="checkbox"/> Public Housing <input type="checkbox"/> Combined Section 8 and Public Housing <input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# Of families	% Of total families	Annual Turnover
Waiting list total	2,602		89
Extremely low income <=30% AMI	1,525	59	
Very low income (>30% but <=50% AMI)	858	33	
Low income (>50% but <80% AMI)	219	8	
Families with children	1,320	51	
Elderly families	384	15	
Families with Disabilities	539	21	
Race/ethnicity White	2,073	80	
Race/ethnicity Hispanic	1,174	45	
Race/ethnicity Black	322	12	
Race/ethnicity Indian	70	3	

Race/ethnicity Asian	137	5	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1,302	50	8
2 BR	987	38	33
3 BR	258	10	37
4 BR	42	2	11
5 BR	11	0	0
5+ BR	0	0	0
<p><b>Is the waiting list closed? No - <u>Our waiting list is always open.</u></b>  If yes:  <b>B. How long has it been closed (# of months)? - N/A</b>  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</p>			

<b>Section 8, Program - Housing Needs of Families on the Waiting List</b>			
Waiting list type: (select one) <input checked="" type="checkbox"/> Section 8 tenant-based assistance <input type="checkbox"/> Public Housing <input type="checkbox"/> Combined Section 8 and Public Housing <input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	1,814		480
Extremely low income <=30% AMI	1,139	63	
Very low income (>30% but <=50% AMI)	592	33	

Low income (>50% but <80% AMI)	83	5	
Families with children	1,399	77	
Elderly families	127	7	
Families with Disabilities	262	14	
Race - White (non-Hispanic)	1,455	80	
Race - Black	169	9	
Race - Hispanic	494	27	
Race - Asian	149	8	
Race - Am. Indian	41	2	
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			

Is the waiting list closed (select one)? YES

If yes:

**B.** How long has it been closed (# of months)?    3    months

Does the PHA expect to reopen the list in the PHA Plan year? YES

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?    YES

**C. Strategy for Addressing Needs:**

**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:

- 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)  
Continue to be an active lead agency in the County Wide Continuum of Care Plan in development

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

- Apply for additional “freestanding” FUP, or other “targeted” vouchers as application announcements are published through HUD and 22 Shelter plus Care Vouchers in Fiscal Year 2002-2003
- 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)

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

**Strategy 1:** Target available assistance to families at or below 30 % of AMI

- 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**

- Employ admissions preferences aimed at families who are working or in training  
 Adopt rent policies to support and encourage work  
 Other: (list below)

**B. Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

- Seek designation of public housing for the elderly  
 Apply for special-purpose vouchers targeted to the elderly, should they become available  
 Other: (list below)

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

- 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)

**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:**

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

**Strategy 2: Conduct activities to affirmatively further fair housing**

- 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)**

1. Continue to pursue collaborative projects with local agencies to increase the level of permanent supportive housing for persons with disabilities and special populations
2. Continue to participate as a lead agency in the County Wide Continuum of Care Plan in

development to identify potential collaboratives, pursue local resources, and identify the greatest area of housing needs within the county.

**(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: (list below)

**Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2001 grants)</b>		
a) Public Housing Operating Fund	\$ 708,414	
b) Public Housing Capital Fund	1,589,032	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$ 20,289,900	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$ 0	
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
<b>3. Public Housing Dwelling Rental Income</b>	\$ 2,282,230	P.H. OPERATION
<b>4. Other income (list below)</b>		
INTEREST	\$ 157,200	P.H. OPERATION
OTHER INCOME	25,000	P.H. OPERATION
<b>4. Non-federal sources (list below)</b>		

Sources	Planned \$	Planned Uses
<b>Total resources</b>	\$25,051,776	

**3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

**A. Public Housing**

**(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: When the family submits an application, eligibility begins and continues until the family is found either “eligible” or “ineligible”. Eligible families are placed on an “Eligible” Waiting list.
- b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing?
- Criminal or Drug-related activity
  - Rental history
  - Housekeeping
  - Other: Credit History, Home Visit, and required Orientation Session
- 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)

**(2)Waiting List Organization**

a. Which methods does the PHA plan to use to organize its public housing waiting list ?

- 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: Interested families can call 557-2046, and an application will be mailed to the family, upon request

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? - One

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? - None

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

If yes, how many lists? Any and all area or site based waiting lists that the family selects to apply for.

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists?

- 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: Interested families can call 557-2046, and an application will be mailed to the family, upon request.

**(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?

- One
- Two
- Three - For "Area Wide" Waiting Lists

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: The Housing Authority has established one, "Single Site" Waiting List for Cal-26-3, Modesto Low Rent. This list is unique to this complex and only provides one offer before the applicant is canceled. The applicant remains on all other waiting lists that may apply.

**(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
- Over housed
- Under housed
- Some Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

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.

Date and Time

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

Other preferences:

- 2 Working families and those unable to work because of age or disability
- 1 Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- 2 Those enrolled currently in educational, training, or upward mobility programs
- 1 Households that contribute to meeting income goals (broad range of incomes)
- 1 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)

4. Relationship of preferences to income targeting requirements:

- X 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)

- X The PHA-resident lease
- X The PHA's Admissions and (Continued) Occupancy policy
- X PHA briefing seminars or written materials
- Other source (list)

b. How often must residents notify the PHA of changes in family composition?

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- X Other: - Within 10 days of a change, unless the change is from a birth or adoption.

**(6) Deconcentration and Income Mixing:** See Attachment (ca026a02)

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?

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

Employing new admission preferences at targeted developments

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?

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: - Adoption of other program incentives to encourage deconcentration of poverty and income-mixing

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?

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:

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Introduction

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

**B. Section 8:**

**(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 (list below)
- 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)
1. Evictions and/or damage claims paid out over past five years
  2. Name of prior landlords who rented to family under the Section 8 Program and prior addresses rented under the Section 8 Program

**(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 certificate program
  - Other federal or local program (list below)
1. Shelter Plus Care Program
  2. Family Unification Program
- 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)

**(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:

1. Section 8 Voucher Holders are give up to 120 days in which to locate a unit when the family has made a reasonable effort to locate a unit, including seeking the assistance of the Housing Authority, throughout the initial sixty-day time period. A search record may be requested.
2. The family was unable to locate housing due to a disability accessibility requirement or needed to locate a large bedroom sized unit.

**(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 subcomponent **(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)

1. Applicant families who have been readmitted to the waiting list under the "Family Absence Rule" which states that the Housing Authority will terminate a HAP Contract when a family is absent from the unit for more than 90 days due to being institutionalized or needing medical care. If the family, within one year from the date of absence, is ready to return to an independent living situation, the Housing Authority will allow the family to be readmitted to the waiting list
2. Moderate rehabilitation participants who are presently on the Section 8 waiting list who are living in overcrowded housing according to HQS standards where no other Moderate Rehabilitation unit is available for the family to relocate into.
3. Families currently on the waiting list whose landlord is willing to participate in the Section 8 Program (this preference applies so long as the annual utilization is less than 98%)
4. 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.

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

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)

1. Moderate Rehabilitation "Overcrowded" families

1. Families readmitted under the "Family Absence Rule"

2. Families in units eligible for Section 8 Participation (applies only when the Authorities annual utilization rate falls below 98% overall)

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) Not Applicable

- 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
- 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)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

Through published notices

Other (list below)

Notification to Local Service Providers

Newsletters to current Section 8 Participants and Landlords

**4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

**A. Public Housing**

**(1) Income Based Rent Policies**

**a. Use of discretionary policies:**

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. Rents set at less than 30% than 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:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ- **None**

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)

Yes for all developments

\_\_\_\_\_ Yes but only for some developments

X  No

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

\_\_\_\_\_ For all developments

\_\_\_\_\_ 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)

\_\_\_\_\_ 95<sup>th</sup> 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?

- 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)\_\_\_\_\_
- Other: Any time a family experiences an income increase or decrease

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?

- 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) Anticipated non-subsidized operating costs for the various sized units.

**B. Section 8 Tenant-Based Assistance**

**(1) Payment Standards**

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

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)

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)

1. Local Rent Surveys to Determine if the Benefit Payment Standard adequately reflects market rents

**(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)

**5. Operations and Management**

**[24 CFR Part 903.7 9 (e)]**

**A. PHA Management Structure:**

An organization chart showing the PHA's management structure and organization is attached.

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

The PHA is headed by the Board of Commission. The Executive Director of the Housing Authority of the County of Stanislaus manages, on a day to day basis, the Housing Authority. Department Heads manage departments within the agency.

**B. HUD Programs Under PHA Management:**

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	647	130 Units
Section 8 Mod Rehab	44	4
Housing Choice Vouchers	3,335	480
Section 8 FUP	241	48
Section 8 Aftercare	55	6
Shelter Plus Care Program	21	2
Public Housing Drug Elimination Program (PHDEP)	1100 Families	330 Families (30%)
Other Federal Programs(list individually) Rural Development Pro	356 Families	30 units

**C. Management and Maintenance Policies:**

1. PERSONNEL POLICY
2. HARASSMENT POLICY
3. PROCUREMENT POLICY & PROCEDURE
4. FAIR HOUSING & EQUAL OPPORTUNITY POLICY
5. LEASE- INCOME BASED RENT
6. LEASE- FLAT RENT
7. MAINTENANCE POLICY
8. PEST CONTROL POLICY
9. CAPITAL NEEDS ASSESSMENT

**6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

**See Attachment #** (ca026o4)

**A. Public Housing:**

1. \_\_\_\_ Yes  X  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?

- X  PHA main administrative office  
\_\_\_\_ PHA development management offices  
\_\_\_\_ Other (list below)

**B. Section 8 Tenant-Based Assistance:**

1. \_\_\_\_ Yes  X  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)

- X  PHA main administrative office  
\_\_\_\_ Other (list below)

**7. Capital Improvement Needs :**

[24 CFR Part 903.7 9 (g)]

**A. Capital Fund Activities**

**(1) Capital Fund Program Annual Statement**

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan.

-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**

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.

-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)**

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

1. Development name:
2. Development (project) number:
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 underway

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:

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:

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:

**8. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

1. \_\_\_ Yes X 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.)

<b>Demolition/Disposition Activity Description</b>
1a. Development name: 1b. Development (project) number:
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: <u>(DD/MM/YY)</u>
5. Number of units affected: Coverage of action (select one) ___ Part of the development ___ Total development
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

**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)]

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 the 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.

<b>Designation of Public Housing Activity Description</b>	
1a. Development name:	Hughson Low Rent
1b. Development (project) number:	Cal 26-10
2. Designation type:	
<input type="checkbox"/>	Occupancy by only the elderly
<input type="checkbox"/>	Occupancy by families with disabilities
<input checked="" type="checkbox"/>	Occupancy by only elderly families and families with disabilities
3. Application status (select one)	
<input checked="" type="checkbox"/>	Approved; included in the PHA's Designation Plan
<input type="checkbox"/>	Submitted, pending approval
<input type="checkbox"/>	Planned application
4. Date this designation approved, submitted, or planned for submission:	(9/1977 )
5. If approved, will this designation constitute a (select one)	
<input type="checkbox"/>	New Designation Plan
<input checked="" type="checkbox"/>	Revision of a previously-approved Designation Plan?

<b>Designation of Public Housing Activity Description</b>	
1a. Development name: Ceres Low Rent 1b. Development (project) number: Cal 26-7	
2. Designation type: <input type="checkbox"/> Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input checked="" type="checkbox"/> Occupancy by only elderly families and families with disabilities	
3. Application status (select one) <input checked="" type="checkbox"/> Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application	
4. Date this designation approved, submitted, or planned for submission: (12/1965)	
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan?	
1. Number of units affected: 6 Units 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development	

**10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

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

1. \_\_\_ Yes X 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.

<b>Conversion of Public Housing Activity Description</b>	
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.)	

<p>4. Status of Conversion Plan (select the statement that best describes the current status)</p> <p><input type="checkbox"/> Conversion Plan in development</p> <p><input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY)</p> <p><input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY)</p> <p><input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway</p>
<p>5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)</p> <p><input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: _____)</p> <p><input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____)</p> <p><input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____)</p> <p><input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent</p> <p><input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units</p> <p><input type="checkbox"/> Other: (describe below)</p>

**B. Reserved for Conversions pursuant to Section 22 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:**

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.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
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: <u>(DD/MM/YYYY)</u>	
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:

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
- 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 (I)]

**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)?

A. If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency:

- 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)
  1. Established a TANF Security Deposit Loan Program through monies received from the local Social Services Department
  2. Actively participate in the TANF Work Experience Program and provide on the job training to TANF recipients

**B. Services and programs offered to residents and participants**

**(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?

- 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

1. Transfer Policy Preferences

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. )

<b>Services and Programs</b>				
<b>Program Name &amp; Description (including location, if appropriate)</b>	<b>Estimatec Size</b>	<b>Allocation Method (Waiting list/radom selection/specific criteria/other)</b>	<b>Access (Development office / PHA main office / other provider name)</b>	<b>Eligibility (Public housing or Section 8 participants or both)</b>
Money Sense - Personal Finance	Varies	Open enrolment	H.A. main office	Public Housing
PAL Programs	Varies	Open enrolment	Pat, Westley, Mod, Turlock, and Oakdale - Community Centers	Community
Community Services Centers (education, health, and community programs and resources)	Varies	Referrals/enroll	Pat, Westley, Mod, Turlock, and Oakdale	Community
Daycare services	Varies	Enrolment	Pat and Westley center	Community
Resident Work Exp Program	Varies	Enrolment	Modesto Com Center	Public Housing
Block House Program	Varies	Enrolment	Modesto Com Center	Community
Free Lunch Program/s	Varies	Open enrolment	Modesto Westley/Pat	Community

**(2) Family Self Sufficiency program/s**

a. Participation Description

<b>Family Self Sufficiency (FSS) Participation</b>		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	<b>N/A</b>	<b>N/A</b>
Section 8	150	178 As of 4/01

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**

**13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

**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? 26-1,2, 3, 6, and 8.

**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) 26-1,2, 3, 6, and 8.

**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) Monthly Crime reports from all areas.

2. Which developments are most affected? (list below)- 26-1,2, 3, 6, and 8.

**D. Additional information as required by PHDEP/PHDEP Plan (N/A Beginning with 2002 submission)**

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. (Attachment Filename: (ca026i02)

## **14. RESERVED FOR PET POLICY**

See Pet Policy Attachment- Filename: (ca026d02)

**[24 CFR Part 903.7 9 (n)]**

### **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.

### **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? \_\_\_\_\_
5.  Yes  No: Have responses to any unresolved findings been submitted to HUD?  
If not, when are they due (state below)? **Enclosed (see ca026k04)**

**17. PHA Asset Management**

[24 CFR Part 903.7 9 (q)]

3.  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 been addressed in Capital Fund program.

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)

See attachment H for annual and 5 year plan.

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

**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 as Attachment (ca026a04)

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:

Other: (list below)

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

1. \_\_\_ Yes  X  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  X  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: **Note:** From the inception of our Housing Authority, All Commissioners (including two resident commissioners) have been appointed by the Board of Supervisors of our county and therefore elections are not held. In addition, we have not provided for resident commissioner elections in our Agency Plan, therefore their election is not required.

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

X  Other: (describe) **Note:** From the inception of our Housing Authority as required under state, All Commissioners (including two resident commissioners) have been appointed by the Board of Supervisors of our county and therefore elections are not held. In addition, we have not provided for resident commissioner elections in our Agency Plan, therefore their election is not required.

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:**

1. Consolidated Plan jurisdiction: City of Modesto and City of Turlock. State of California and County of Stanislaus.

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. (list below)

Other: (list below)

Development of additional units, Fair Housing, and special population programs

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: All jurisdictions reviewed and approved the 5 Year Plan without comment.

#### **D. Other Information Required by HUD**

##### **DEFINITION OF SUBSTANTIAL DEVIATION:**

Substantial deviations, significant amendments, and/or modifications are considered non-discretionary changes in the plans or policies of the Housing Authority when they fundamentally change the mission, goals, objectives, and/or plans of the agency. This manner of change normally requires formal approval from the Board of Commissioners.

##### **FOLLOW-UP PLAN ADDRESSING AREAS IDENTIFIED IN THE RASS RESIDENT SURVEY:**

Our Housing Authority will implement the following plan to address areas identified :

##### **Areas to be Addressed:**

1. Communication:

The Housing Authority is in the process of implementing a services and communication “quality control” system that will provide the Housing Authority with immediate customer feedback and identify areas that may need improvement the system has been operational since 10/01/2002

The Housing Authority implemented a systematic resident education program with regularly scheduled meetings and written communications on agency policy, rules, and leases etc as of 10/01/2001

The Housing Authority will strive to create an “agency culture” emphasizing customer satisfaction and communication by 10/01/2004

2. Safety:

The Housing Authority implemented a systematic resident education program with regularly scheduled meetings and written communications on agency policy, rules, and leases etc as of 10/01/2001

3. Neighborhood appearance, The Housing Authority has implemented an on-going “curb-side” appearance program . The focus of the program is exterior of buildings, parking areas, play grounds and other areas of the complexes. Rodent and insect problems are addressed when residents report a problem and/or on Annual Inspections. In an effort to better educate residents concerning these problems. Information will be regularly provided through the Housing Authority’s news letter.

## COMMUNITY SERVICE REQUIREMENTS:

Please See Attachment : (ca026e02)

### Attachments :

- A Deconcentration Amendment to The Template (ca026a03)
- B FY 2002 Capital Fund Program Annual Statement (Ca026b03)
- C Most recent board-approved operating budget (ca026c03)
- D Pet Policy (ca026d03)
- E Community Service (ca026e03)
- F PHA Progress on 2001 Annual/ 5 Year Plan (ca026f03)
- G PHA Management Organizational Chart (ca026g03)
- H FY 2002 Capital Fund Program 5 Year Action Plan (ca026h03)
- I PHDEP **(N/A Beginning with 2002 submission)**
- J Comments of Resident Advisory Board or Boards (ca026j03)
- K Audit (ca026k03)
- M Certificates (ca026m03)
- N Public Housing Occupancy Policy (ca026n03)
- O Public Housing Grievance Policy (ca026o03)
- P Section 8, Admin Policy (ca026p03)
- Q Section 8, Grievance Policy (ca026q03)
- R HA Response to Resident Advisory Board (ca026r03)
- S AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (TANF) (ca026s03)
- T Resident Advisory Board Members (ca026t03)
- U Resident Commissioner Members (ca026u03)
- V Plan Template (CA026V03)
- W Vouchering Out Of Public Housing (CA026w03)
- X Section 8, Project Based Units (CA026x03)
- y Notice of Public Hearing (CA026y03)

# Attachments

ca026a04 .....Deconcentration Amendment  
ca026b104 .....Capital Fund Annual Statement (page 1)  
ca026b204 .....Capital Fund Annual Statement (page 2)  
ca026b304 .....Capital Fund Annual Statement (page 3)  
ca026c04 .....Approved Operating Budget  
ca026d04 .....Pet Policy  
ca026e04 .....Community Service  
ca026f04.....Progress on 2000/5 Year Plan  
ca026g04 .....Management Organization Charts (removed from submission, not required)  
ca026h04 .....Capital Fund 5 Year Plan  
ca026i04.....PHDEP Program - N/A 2002 Submission  
ca026j04.....Resident Advisory Board Comments  
ca026k04.....Most Recent Audit  
ca026m04 .....Certificates  
ca026n04.....Public Housing Occupancy Policy  
ca026o04 .....Public Housing Grievance Policy  
ca026p04 .....Section 8, Admin Policy  
ca026q04 .....Section 8, Grievance Policy  
ca026r04.....HA Response to Resident Advisory Board  
ca026s04 .....Agreement For Contractor Services (TANF)  
ca026t04.....Resident Advisory Board Members  
ca026u04.....Resident Commission Board Members  
ca026v04.....Plan Template  
ca026w04.....Voluntary Conversion of Public Housing, Initial Assessment  
ca026x04.....Declaration of Intent to Implement Section 8, Project Based Units  
ca026y04.....Public Hearing Notice  
ca026z04.....Proposed Home Ownership Program

## Attachment A

### **Component 3, (6) Deconcentration and Income Mixing:**

**The Housing Authority Has modified its Occupancy Policy to meet HUD's new rules on deconcentration.**

**a.  Yes  No:** Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

**b.  Yes  No:** Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

**If yes, list these developments as follows:**

Deconcentration Policy for Covered Developments			
Development Name:	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]







CONVENTIONAL LOW RENT BUDGET  
FISCAL YEAR ENDING 9/30/2003  
2004 in Process

ITEM	AMOUNT
OPERATING RECEIPTS:	
DWELLING RENTAL	\$2,282,230
INTEREST	157,200
OTHER RECEIPTS	25,000
 TOTAL RECEIPTS	 \$2,464,430
OPERATING EXPENDITURES:	
ADMINISTRATION:	
SALARIES	\$ 677,600
OTHER ADMIN. EXP.	170,580
TOTAL ADMIN. EXP.	\$ 848,180
TENANT SERVICES:	
SALARIES	\$ 54,950
TOTAL TENANT SERVICES	\$ 54,950
 UTILITIES	 \$ 474,550
ORDINARY MAINTENANCE:	
LABOR	\$ 585,890
MATERIALS	190,830
CONTRACT COSTS	191,860
TOTAL ORDINARY MAINT.	\$ 968,580
 PROTECTIVE SERVICES	 \$ 6,500
GENERAL EXPENSE:	
INSURANCE	\$ 149,110
P.I.L.O.T.	180,770
EMPLOYEE BENEFITS	474,730
COLLECTION LOSSES	40,000
TOTAL GENERAL EXPENSE	\$ 844,610
 TOTAL ROUTINE EXPENSES	 \$ 3,197,370

EXTRAORDINARY MAINTENANCE	\$ 71,800
CAPITAL EXPENDITURES:	
REPLACEMENT EQUIPMENT	\$ 50,800
PROPERTY BETTERMENTS	23,250
TOTAL CAPITAL EXPENDITURES	74,050
TOTAL EXPENDITURES	\$ 3,343,220
GAIN OR LOSS	\$ (878,790)
PERFORMANCE FUNDING	\$ 708,414
CGP ADMIN. FEE	145,710
NET GAIN	\$ (24,666)

## ATTACHMENT D

### 17.0 PET POLICY

#### 17.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner, to refrain from disturbing their neighbors, and to refrain from damaging the unit.

#### 17.2 PETS IN PUBLIC HOUSING DEVELOPMENTS

When final HUD regulations on pet ownership are issued and when a resident has complied with the following Housing Authority pet ownership conditions, the Housing Authority will allow for ownership of pets by any resident family and elderly and/or disabled families.

#### 17.3 APPROVAL

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed and all terms complied with before the Housing Authority will approve the request. In addition, the resident shall have a history of behavior which would tend to indicate that they are likely to comply with the additional rules and regulations associated with the keeping of pets.

#### 17.4 TYPES OF PETS

The Housing Authority will allow only domesticated dogs, cats, birds, fish, rodents, turtles, and other animals allowed by law or ordinance in units. All dogs and cats must be neutered and or spayed.

The animal(s) shall be of a size and temperament so as to not pose an unreasonable threat of property damage or threat to the health or safety of neighbors or Housing Authority employees due to viciousness or improper control of animal waste. Any animal deemed to be "aggressive or territorial" or potentially harmful to the health or safety of others (including other pets) including attack or fight trained dogs, or prohibited by law or ordinance will not be allowed. Determinations on the "aggressive or territorial" or potentially harmful nature of a pet will be made according to established data bases on "pet temperament" such as Cyberpet and PetSmart data bases. In all cases where a proposed pet has been disapproved because of incompatible temperament, a copy of the data base "print-out" indicating the incompatibility will be provided to the resident and a copy, along with all other relevant information relating to the request, will be maintained in the resident's file.

For all requests for dogs, the resident must provide written documentation from a Vet or other competent professional of the dog's breed or breed mixture. In cases where the breed of the proposed dog is "mixed", residents will be responsible to provide the Housing Authority with a written determination from a Vet or other competent professional identifying the various "breeds" of the dog. The various breeds will then be compared to the databases. An "aggressive or territorial" or potentially harmful result for any of the dog's breeds will result in the denial of the request.

No animal may exceed thirty (30) pounds in weight.

#### 17.5 INOCULATIONS, LICENCING, AND PET IDENTIFICATION

In order to be authorized, pets, as applicable, must be appropriately licensed and inoculated against rabies, distemper, parvo shots and other conditions prescribed by local ordinances.

For pets not totally confined to the interior of the unit, residents must provide a color photograph of the animal.

Pet owners shall be required to attach copies of licensing documents, immunization certifications, breed identification documentation, and proof of spaying/neutering to the application form at the time they seek approval from the Housing Authority to keep a pet.

Except for authorized birds, fish and other similar animals, the Housing Authority will issue a "Pet Tag" that must be worn along with the proper pet "licence" on a collar at all times by any authorized pet.

#### 17.6 HUMANE CONFINEMENT

The dwelling unit shall have adequate amenities, such as a yard and sufficient fencing, to allow proper humane confinement of the animal(s) and to prevent the disturbance of neighbors. In projects where no fences exist, the animal(s) shall be of a size and temperament so as to be able to be properly confined to the interior of the unit.

#### 17.7 PET DEPOSIT

A pet deposit of \$25 - 200.00 is required at the time of registering a pet. The deposit varies, depending on the pet selected, the unit, and the amenities of the unit, like carpeting. The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear.

#### 17.8 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Housing Authority reserves the right to exterminate and charge the resident.

#### 17.9 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the family's unit and surrounding areas.

Repeated and substantiated complaints by neighbors or Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, damage to the premises, or other nuisance will result in the family having to remove the pet or move him/herself.

#### 17.10 DESIGNATION OF PET AREAS

For complexes where no exterior, individual yard fences are provided. Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). In some complexes, pets will

be allowed only in designated areas. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

#### 17.11 VISITING PETS

Pet visitation is not allowed.

#### 17.12 RESIDENT ABSENCES FROM THE PREMISES

When absent from the unit, families with dogs or cats shall be responsible for the housing of their pet(s) somewhere other than on the premises overnight or longer periods. Families with pets shall have a standing arrangement, on file, with the Housing Authority providing for the care of pet(s) in the event that the family must leave their unit on an emergency basis. The arrangement will specify who will be responsible for assuring compliance with this provision.

#### 17.13 REMOVAL OF PETS

The Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance, a threat to the health or safety of other occupants of the project or of other persons in the community where the project is located, or if the pet causes damage to the premises.

# ATTACHMENT E

13.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE; To be re-implemented on 10.01.03.

1. 13.1 GENERAL (Policy temporarily suspended until further congressional or HUD action)

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are determined exempt from this requirement

13.2 EXEMPTIONS

The following resident, adult family members may be exempt from this requirement if their exemption can be documented by the family and verified by the Housing Authority.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity as defined under part A, title IV, of the Social Security Act
- E. Family members who are exempt from work activity under part A, title IV, of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A, title IV, of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

13.3 NOTIFICATION OF THE REQUIREMENT

In all resident annual re-examination notifications beginning on October 1, 2000, Housing Authority staff shall notify each affected family that during their up coming re-exam, Authority staff will identify and or verify compliance with, as applicable, all adult exempt and non-exempt family members for purposes of the family meeting its community service requirements.

The notification will explain the family's responsibility to provide verification for all non-exempt adult family member's compliance with the community service requirement, to verify continued exempt status for those previously granted exempt status, and the verification of any changes in any family member status. The Housing Authority shall verify such claims.

The notification will further advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/2000. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been

effective had an annual reexamination taken place. It will also advise all residents that their failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

Initially, the Housing Authority will conduct training and educational meetings focused on the program and its requirements for all affected families.

#### 13.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the complex is located. Because of the small community nature of the City of Riverbank where our complexes are located and the lack of availability of placement opportunities, the "community in which the complex is located" shall be defined as the complex and the geographic areas around it sufficient to allow for the resident to find and retain placement.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (including, but not limited to such programs as substance abuse or mental health treatment).

The Housing Authority will coordinate with social service agencies, local schools, the Human Resources Office, and other agencies in identifying a list of volunteer community service positions. Lists will be made available to all residents.

The Housing Authority will create volunteer positions such as coordinating and record keeping and other clerical positions for resident volunteers.

#### 13.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Housing Authority will identify each adult family member who is non-exempt from the Community Service requirement and do the following:

- A. Provide the family a list of volunteer opportunities.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet for every non-exempt family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each 8 hour volunteer period. The supervisor will attach a business card to the sheet.
- D. Refer family members to a volunteer coordinator who may assist family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family

member as needed to best encourage compliance. Volunteer coordinators will be located and supervised from the Housing Authority office.

While the Housing Authority will provide support services to volunteers, it in no way assumes responsibility for nor guarantees the placement of nor can guarantee the meeting of any family member's Community Services requirements. This responsibility remains fully with the family.

- E. Sixty (60) days before the family's next lease anniversary date, the volunteer coordinator will update the volunteer's file, document compliance or non-compliance, and advise the Housing Authority. The volunteer coordinator will forward to the Housing Authority a signed certification of program compliance or executed agreement to cure non-compliance.

#### 13.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS

The Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will be terminated.

#### 13.7 OPPORTUNITY FOR CURE

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency or community service program for as many hours as needed to fulfill the time requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with the current's year's community service requirement. In all such agreements, the first 96 hours a resident earns will be credited toward the current's year's community service requirement with all additional hours credited to the amount owed for the previous year.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours over a three (3) month period, the Housing Authority shall take action to terminate the lease.

**DATE:** May 6, 2003

**TO:** Board of Commissioners

**FROM:** A. R. Chubon, Executive Director

**SUBJECT:** Agenda Item # - Status Report - Agency Plan

**RECOMMENDATION**

*This is an informational item, no action is required by the Commission. The report is intended to give the Commission an update on the current status of the Authority's Agency Plan.*

**BACKGROUND**

*Last July, the Commission adopted the Authority's current Agency Plan. Completion and submission of the Plan is a federal requirement for all housing authorities. The Plan identified affordable housing needs, and resources, the Authority's own policies and procedures and goals for addressing public housing needs. This report is intended to provide the Commission with an update on Plan activity, to date.*

**DISCUSSION**

*The Authority's Plan established strategic goals and related objectives which the Authority was to focus on during the current year of a five year time frame. In the following material I have listed those goals and objectives and commented on the Authority's efforts to date .*

*PHA Goal: Increase the inventory of affordable rental housing in Stanislaus County and expand home ownership opportunities for first time home buyers.*

**Objectives:**

@ Apply for additional rental vouchers: If federal funding becomes available expand the inventory of rental housing vouchers by 15 % over the next 5 years (2000 - 2005):

- @ ***Reduce public housing vacancies: Achieve a 98% Lease-up Rate in the Public Housing Program by October 1, 2001***
- @ ***Leverage private or other public funds to create additional housing opportunities***
- @ ***Subject to the availability of funding, develop or acquire 300 affordable rental housing units over the next 5 years (2000 - 2005).***
- @ ***Other:***
  1. ***Utilize the Authority's Mortgage Credit Certificate Program and Section 8, Home Ownership Down Payment Assistance Program to assist 80 first time home buyers in acquiring a home over the next 5 years (2001 - 2006)***
  2. ***Achieve and sustain a Section 8 program utilization rate of 98 % by October 1, 2002***
  3. ***Utilize marketing and out reach efforts to attract new landlord participants to the Section 8 program by October 1, 2002***

***Comments:***

- @ ***The Authority applied for, and received, approval for 357 additional Section 8 vouchers in 2000. This represents a to-date increase of 12% in our total inventory. In addition, The Authority applied for and received 22 Shelter plus Care Vouchers for homeless persons with specific disabilities (i.e., chronic mental illness, and/or HIV/AIDS, and or substance abuse). Additionally, the Authority just submitted an application for an addition 629 Housing Choice Vouchers. The Authority will continue to submit applications for additional voucher funding As long as Federal funding is available.***
- @ ***To date, the Section 8 lease-up rate is at 100 %. The program exceeded its goal by reporting a 103% lease-up rate on October 1, 2001.***
- @ ***The Authority implemented some internal changes to improve customer service to landlords participating in the Section 8 Program. One such change was the time initially taken to receive the first rent check from the Authority. After implementation of the internal changes, the time taken for the landlord to receive the initial rent check went from three weeks to one week from the date the contract went into effect.***

***To ensure timely response to owner requests, Section 8 Supervisory staff are primarily the staff responding to landlord questions which results in consistent information in a timely manner.***

***With these improved internal procedures, the program brought approximately 50 new land lords into the program.***
- @ ***With respect to our Public Housing occupancy goal we exceeded our goal of 98% by***

*achieving a 99.4 % occupancy yearly rate by September 30, 2001.*

- @ Our Woodstone, Pine Meadows and Randazzo developments have leveraged more than \$10,600,000 public/private financing to create 116 affordable housing units.*
- @ Our development efforts, to date, total 119 units of new affordable housing. To meet our goal, we will need to create 181 additional units over the next 3 years. New developments in the works includes our Miller Pointe development ( 16 units) which is scheduled for Modesto City Council approval this week, a proposal to the City of Turlock to develop 30 units of senior housing and the planned second phase expansion of our Pine Meadows development ( 16 to 18 units) We hope to be bring these projects to the Commission as well as other strategies for achieving this goal.*
- @ With respect to new home ownership opportunities, our Section 8 IDEA program has assisted eight families to purchase a home. Our Mortgage Credit Certificate program has assisted 20 families with home purchases. We have applied for an additional allocation of MCC authority.*

***PHA Goal: Conserve and Upgrade the Affordable Housing Inventory in Stanislaus County:***

- @ Improve public housing management: (PHAS score) achieve and maintain High Performer status in the Public Housing Program by October 1, 2001*
- @ Improve voucher management: (SEMAP score) achieve and maintain High Performer status in the Voucher and Section 8 programs by October 1, 2001*
- @ Increase customer satisfaction:*
  - 1. Improve Communications with Residents and Program Participants through the use of news letters and Resident Meetings*
  - 2. Implement a Customer Service Evaluation system by October 1, 2001*
  - 3. Provide staff training opportunities which support improvements in the quality of the Authority's housing programs*
- @ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)*
  - 1. Conduct Annual Housing Choice Voucher Program inspections within 364 days of the last inspection*
  - 2. Conduct quality control audits of annual eligibility determinations for no less than 3 % of Housing Choice Voucher Program files*
  - 3. Conduct initial unit inspections for the Housing Choice Voucher Program within a 7 - 10 day time period*
  - 4. Reduce the number of days a Section 8 Owner receives the initial rent check from 22 days*

- to 11 days from the date the unit passes inspection*
5. *Establish a landlord “hotline” to improve response time inquiries*

@ *Renovate or modernize public housing units: Complete Public Housing Modernization Activities in a timely manner*

@ *Other*

1. *Partner with county and/or city efforts to improve housing stock and create stable, viable neighborhoods*
2. *Plan and Coordinate Authority’s housing stock modernization efforts with county and/or city infrastructure improvement efforts*
3. *The Authority shall reduce the level of crime in its high vacancy complexes by not less than 20 % by October 1, 2002*
4. *The Authority shall improve the curb appeal of its complexes through completion of common area landscape improvements and other physical improvements by October 1, 2002*

*Comments: (Michelle is working on this)*

@ *Our Authority expects to continue to make progress towards achieving, our lease up rate which improved dramatically, exceeding our 98% goal. We are making progress towards achieving high performer status.*

@ *For the Public Housing Program, we achieved and were designated a “High Performer” under the PHAS evaluation system as of October 1, 2001. We anticipate improved scoring from this system in the current year.*

@ *All departments conducted customer satisfaction evaluation surveys during this time period.*

@ *As a result of SEMAP requirements, the Authority implemented revisions to the inspection process and was able to complete it’s inspections within 364 days of the last inspection.*

@ *As a result of SEMAP requirements, the Authority’s minimum sampling requirement is less than 1% of tenant files. The Authority has met and exceeded this requirement and was reviewing 3% of these files by 10/01/01. For program quality, we are continuing to maintain and review the higher percent.*

@ *The Authority has met initial unit inspections by conducting initial Housing Choice Voucher Program inspections, within the 7-10 day time period*

@ *The Authority has met it’s objective of reducing the number of days for program owners to receive their initial rent check from 22 days to 11.*

@ *The Authority has established an “internal owner hotline” where owners can access and receive program information. Additionally owners may now contact us through our WEB site.*

@ *Efforts to improve our communications with residents and program participants include:*

*on site resident training/informational meetings, regular newsletters and flyers.*

- @ *Our partnership efforts focusing on improving housing stock include ongoing partnerships with the Cities of Modesto, Ceres and the County, as well as, our new partnership with the City of Patterson. We have also responded to the City of Turlock's RFP and hope to be partnering with them in the development of additional affordable housing.***
- @ *We continue to provide cities with input opportunities into our modernization activities.***
- @ *All major modernization activities continue to be planned and implemented on a timely basis***
- @ *If current crime statistical trends continue, we believe we will meet or exceed our goal of a 20% reduction in crime in our public housing developments.***

***PHA Goal: Increase assisted housing choices***

- @ *Provide voucher mobility counseling at initial family briefings and during annual re-examinations***
- @ *Conduct outreach efforts to potential voucher landlords by conducting annual owner workshops to encourage Voucher Program participation***
- @ *Increase voucher payment standards***
- @ *Continue to seek funding to continue the IDEA Home ownership Program for graduating FSS (Family Self-Sufficiency) Program participants.***
- @ *Participate in Rental Property Association events, as they occur, to market potential Section 8 owners***
- @ *Implement public housing site-based waiting lists: The Authority shall implement project based waiting lists for complexes where such lists improve marketability***

***Comments:***

- @ *Section 8 Department briefing packets include information on portability and how to exercise the portability option as a Section 8 Participant. Families are advised of the portability option at the initial family briefing and during annual re-examinations.***
- @ *The Authority is conducting Section 8 Program workshops for landlords. Outreach and marketing is conducted through these workshops, advertisements to property management firms, and to the various apartment owner's associations***
- @ *The Authority raised the payment standards on 10/01/00 to the maximum level of 110% of the current FMR. In addition, the Authority conducted a rent survey for the***

*area which resulted in HUD increasing it's proposed 2001 Fair Market Rents by 8%.*

- @ In 4/00, the Authority received private funds to implement the IDEA Home Ownership Program for FSS Participants. The Authority has reapplied for an additional \$250,000 in 2002 for IDEA Program funds to assist FSS program graduates with up to \$10,000 in matching funds.*
- @ The Authority is regularly participating in Rental Property Association events and meetings on an on-going basis.*
- @ The Authority has implemented a site based waiting list for our Westview Gardens development. We are looking into the possibility for similar waiting lists for other developments.*

***PHA Goal: Provide an improved living environment***

- @ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:*
- @ Implement public housing security improvements*
- @ Other:*
  - 1. Continue to be lead agency participating in the County Wide Continuum of Care System and Development.*
  - 2. Continue to seek funding for Permanent Supportive Housing through the Continuum of Care NOFA*

***Comments:***

- @ The Authority continues its efforts to bring higher income public housing eligible households into it's lower income developments. To this end, the Authority has been able to place, approximately 60% of its new admissions, families with incomes of 30+ - 80% of the area median into it's development, it has raised the average monthly Public Housing Program rent from \$270 per month to its current high of \$307, and it has increased the number of families paying the maximum rent from a baseline low of 36 families to a current high of 131 families (20%)*
- @ Our modernization improvements are incorporating needed security improvements. We are tracking reported crime in our developments and are working closely with both the Sheriff and City police departments around crime issues. Our crime data is consistently showing reductions and we have been able to significantly increase the number of crime/drug evictions completed in the Public Housing Program this last year.*

***PHA Goal: Promote Self-Sufficiency and asset development of families and individuals***

- @ Increase the number and percentage of employed persons in assisted housing.*
- @ Provide or attract supportive services to improve assistance recipients' employability:*

@ **Other:**

1. ***Increase the number of Section 8 Family Self-Sufficiency Program participants from 150 to 200 participants by October 1, 2002.***
2. ***Initiate and enroll 25 families in New Focused Self-Sufficiency Program in the Public Housing Program by October 1, 2002***
3. ***Expand and enter into partnerships which will provide Self-Sufficiency Services in the Authority's Community Centers by October 1, 2002***
4. ***Initiate and individual development account program for Public Housing residents by October 1, 2002***
5. ***Apply for IDEA Program funds annually which will allow up to \$10,000 in down payment assistance for graduating Family Self-Sufficiency Families.***

**Comments:**

@ ***The Authority presently has 170 FSS participants. The Authority will be able to meet or exceed its goal of 200 participants by 10/01/02.***

@ ***The Authority received \$220,000 in IDEA funding in 4/00. To date 8 families have achieved home ownership through this program. In March of 2002, we applied for an additional \$250,000 in IDEA Program funds.***

@ ***We have only initially begun to explore the development of Individual Development Accounts for public housing residents. This may prove to be more difficult than originally anticipated. We may have to adjust our time frame for this program.***

@ ***Our goal of enrolling 25 public housing participants in to a Public Housing self-sufficiency program is linked to development of the IDA program. Our ability to achieve this goal is dependent on our success or failure in developing the IDA program.***

@ ***Educational services which support self-sufficiency are continuing to be provided at our Community Centers***

**PHA Goal: *Ensure equal opportunity and affirmatively further fair housing***

@ ***Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability through dissemination of information to program participants and follow-up with HUD on potential discrimination complaints.***

@ ***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, and disability:***

@ ***Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:***

@ ***Other:***

1. ***The Authority shall achieve an ethnic, racial and income mix in its housing developments to the extent possible***
2. ***The Authority shall investigate and resolve any fair housing issues affecting its programs, or program participants in a responsible manner***

***Comments:***

@ ***Our Authority continues to affirmatively market both its current housing programs and newly developed housing to insure that it meets fair housing standards.***

@ ***Our Authority diligently pursues and resolves reasonable accommodations requests.***

***PHA Goal: Reduce the Authority's dependency on federal funding***

@ ***Expand the Authority's financial base to include additional funding from non-federal financial funding sources***

***Comments:***

@ ***Our Authority has used its development opportunities as its primary means of expanding its non federal financial base. We are continuing to explore other avenues for doing so. Our recent approval of \$3,000,000 and \$800,000 in state funding under the Joe Serna Farm Worker Housing Program is one example of our successes.***

## ***SUMMARY***

***The Authority has made significant progress in moving toward its goals. These efforts need to be taken into consideration as the Authority prepares to update its Annual Plan. That progress will be beginning very shortly. The Commission will be taking action on a updated Annual Plan at the July Commission meeting. As of this date, we are in the process of determining what will be involved in updating the Plan.***

Five Year Action Plan Capital Fund Program (CFP)		U.S. Department of Housing and Urban Development Office of Public and Indian Housing				
PHA Name Housing Authority of the County of Stanislaus						
Development Number/Name HA-Wide Activities	Year 1 2002	Work Statement for Year 2 FFY Grant: 2004 PHA FY: 2004	Work Statement for Year 3 FFY Grant: 2005 PHA FY: 2005	Work Statement for Year 4 FFY Grant: 2006 PHA FY: 2006	Work Statement for Year 5 FFY Grant: 2007 PHA FY: 2007	
CA026-001	<b>See Annual Statement</b>					
CA026-002		Replace Ranges & Refrigerators				
CA026-003		Recap Parking Areas			Replace Maintenance Bay Doors	Mold/Moisture Abatement
CA026-004						
CA026-005				Replace Ranges & Refrigerators		
CA026-006a		Refinish Daycare Exterior		Replace Ranges & Refrigerators	Replace Daycare Roof	
CA026-006b				Replace Ranges & Refrigerators		
CA026-007		Exterior Modernization				
CA026-008		Replace Ranges & Refrigerators				
CA026-010						
CA026-017					Replace Roofs	
CA026-018		Recap Parking Areas		Replace Fencing		
CA026-019				Replace Fencing	Recap Parking Areas	
CA026-026		Recap Parking Areas		Replace Fencing	Replace Ranges & Refrigerators	
CA026-027		Replace Fencing		Recap Parking Areas	Replace Ranges & Refrigerators	
HA-Wide		Replace Sidewalks/Trees/Landscape		Replace Sidewalks/Trees/Landscape	Replace Sidewalks/Trees/Landscape	
HA-Wide		Management Improvements		Management Improvements	Management Improvements	Management Improvements
HA-Wide		Administration		Administration	Administration	Administration
HA-Wide		A & E/Permits/Fees		A & E/Permits/Fees	A & E/Permits/Fees	A & E/Permits/Fees
HA-Wide		Contingency		Contingency	Contingency	
HA-Wide			Carpeting of Units	Hard Wire Smoke Detectors		
Total CFP Funds (Est.)		1,200,000	1,200,000	1,200,000	1,200,000	
Signature of Executive Director		Date	Signature of Public Housing Director		Date	



July 9, 2003

Dear Mr. Chubon,

We, the members of the Resident Advisory Committee for the Stanislaus County Housing Authority, request that the Board of Commissioners take under consideration the following suggestions and comments concerning the Housing Authority's proposed Agency Plan:

### **LEASE TO PURCHASE HOME-OWNERSHIP PROGRAM**

The committee highly supports the implementation of the Lease to Purchase Home-ownership Program, targeting Section 8 and Public Housing participants.

### **COMMUNITY SERVICE**

The committee supports the policy as it is written.

### **COMP GRANT BUDGET**

The Comp Grant budget for Fiscal Year 2003 has decreased and the Drug Elimination Program budget has decreased by \$55,000.00. The committee understands that the Authority is anticipating no reduction in the services provided, but predict a reduction in either time or staffing. The committee supports the Authority's plan in managing this issue.

### **Improvement Recommendations**

#### **Cal 26-3 - Westview Gardens:**

The committee supports the Authority's allocation of this years modernization budget being designated fully towards the rectification of moisture problems at Westview Gardens.

We as a committee request that the Board of Commissioners take into consideration all of the recommendations and comments we have provided. We are also requesting a written response to these recommendations.

Respectfully submitted,

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Renata Saing

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Cynthia King

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Joyce Guyton

---

Efren Rodriguez

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Charmaine Champagne

HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS  
SCHEUDLE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED SEPTEMBER 30, 2002

**A. SUMMARY OF AUDIT RESULTS**

1. The auditor's report expresses an unqualified opinion on the financial statements.
2. Three material weaknesses were disclosed during the audit.
3. No instances of noncompliance material to the financial statements were disclosed during the audit.
4. One reportable condition in internal controls was noted during the audit of major federal award programs.
5. The auditor's report on compliance of the major federal award programs expressed an unqualified opinion.
6. Audit findings relative to major federal awards are reported in Part C. of this schedule.
7. The programs tested as major programs:

a. Department of Housing and Urban Development Program - 14.871	Housing	Voucher
b. Department of Housing and Urban Development Program - 14.872	Capital	Fund
c. Department of Housing and Urban Development Housing Program, Operations - 14.850	Low	Income
8. The threshold for distinguishing Types A and B programs was \$619,524.
9. The Housing Authority was determined to qualify as a low-risk auditee.

**B. FINDINGS - FINANCIAL STATEMENT AUDIT**

Refer to FINDINGS 2002 -1 through 2002 - 5

**C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

Department of Housing and Urban Development:

FINDING 2002-6: Housing Voucher Program, CFDA #14.871, Various Award Numbers,

Period - October 1, 2001 through September 30, 2002

Condition: the auditor noted 6% of tenant files tested

lacked certifications, verifying family composition and tenants income for periods of 12 to 18 months. The tenants appear to be eligible for the program and received assistance during this time period, however documentation regarding family composition and income were lacking. The auditor verified the missing documentation with the Authority.

**Schedule of Findings and Questioned Costs**  
September 30, 2002

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**  
**(continued)**

FINDING 2002-6:

Criteria: the Authority is required by the Department of Housing and Urban Development, Housing Choice Voucher program guidelines to reexamine the income and composition of housing choice voucher families at least annually.

Effect: the potential total amount of missing certifications for the Authority is approximately 240 certifications. The subsidy amount received from the Department of Housing and Urban Development for the period October 1, 2001 through September 30, 2002 may have been overstated or understated.

Recommendation: the auditor recommends internal control proceeds be implemented or revised by the Authority to eliminate the possibility of missing certifications and annual reexaminations of tenant's family composition and income.

Response: *We concur with the auditor's recommendation, and are aware that there were between 2-6% of files which may have been overlooked. A new procedure has been implemented. Data will be pulled directly from the family income screens to assess the annual eligibility review which is due rather than using the effective date.*

Board of Commissioners  
and Management of the  
Housing Authority of the  
County of Stanislaus,  
Modesto, California

Dear Commissioners and Management:

In planning and performing our audit of the financial statements of the Housing Authority of the County of Stanislaus for the year ended September 30, 2002, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control. However, we noted certain matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the Housing Authority of the County of Stanislaus ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

A material weakness is a reportable condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that errors of fraud in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Our consideration of internal control would not necessarily disclose all matters in internal control that might be reportable conditions and, accordingly, would not necessarily disclose all reportable conditions that are also considered to be material weaknesses as defined above. However, we noted the following reportable conditions that we believe to be material weaknesses. Please refer to the attached schedule.

We also noted the following reportable conditions that are not believed to be material weaknesses. Please refer to the attached schedule.

In addition, we became aware of matters that are an opportunity for strengthening operating efficiency and management policy.

This report is intended solely for the information and use of the audit committee, management, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Juarez, Zarate and Company

Modesto, California  
February 20, 2003

Certified Public Accountants

HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS  
**SCHEDULE OF FINDINGS**  
FOR THE YEAR ENDED SEPTEMBER 30, 2002

**FINANCIAL STATEMENT AUDIT**

MATERIAL WEAKNESSES

FINDING 2002-1: Accrual Basis of Accounting

Condition: The Housing Authority of the County of Stanislaus (Authority) uses the modified accrual basis of accounting rather than accrual basis of accounting. Significant audit journal entries were required to properly record the accounting records on the accrual basis. We noted the following conditions:

- Grant revenue, contract revenue and expenditures were recorded on the Balance Sheet accounts as assets, liabilities, contra liabilities and in some cases directly to the fund balances.
- Depreciation expense and related accumulated depreciation was calculated by the Authority, reported on the United States Department of Housing of Urban Development, Real Estate Assessment Center (REAC) reports but not posted to the Accounting Financial Statements.
- Costs that were expenditures by definition were recorded as capital items.
- Recording of the cash portion of payroll was recorded in the period earned rather than the period of payment, thereby misstating the cash balance and liability.
- Interest expense for twelve note payable agreements was not recorded as an expenditure nor accrued as a payable. In addition, monthly payments for other notes payable were recorded entirely as interest expense with offsetting entries to a contra liability or fund balance accounts, thereby overstating interest expense.
- Interest revenue from the prior year for one of the programs was not closed to the fund balance. This required a prior period adjustment to beginning fund balances at October 1, 2001.
- Various entries were made directly to the Fund Balances rather than recording these transactions as revenue and expenditures.
- Gains and losses from the sale of equipment were not calculated.
- Prior year audit journal entries were not recorded.

Criteria: The Authority as a governmental entity using proprietary fund accounting is required per *Government Auditing Standards* to use the accrual basis of accounting.

Effect: The financial statements were materially misstated.

Recommendation: We recommend implementation of accrual basis accounting to comply with *Government Auditing Standards*. In addition, we recommend reconciliation and analysis of Balance Sheet accounts, on a regular basis.

Response: *We concur with the auditor's recommendation. We are currently changing our accounting software. The new software will allow the Housing Authority to change to a REAC*

*chart of accounts and will no longer require us to prepare a worksheet to convert from HUD accounts to REAC reporting. This will allow the Housing Authority to comply with Government Auditing Standards.*

**Schedule of Findings (Financial Statement Audit)**  
September 30, 2002

MATERIAL WEAKNESSES (continued)

FINDING 2002-2: Property and Equipment

Condition: We noted land sold in 2000 remained on the Financial Statements as an asset. A material prior period adjustment was necessary to correct beginning fund balances at October 1, 2001.

Criteria: According to *Generally Accepted Accounting Principles*, land, property and equipment recorded on the Financial Statements should legally be the property of the entity recording the asset.

Effect: Property and equipment were materially overstated prior to the audit.

Recommendation: We recommend the Authority record all transactions; purchases, sales and disposals of land, property and equipment on the Financial Statements, using the accrual basis of accounting, in a timely manner.

Response: *We concur with the auditor's recommendation.*

FINDING 2002-3: Supporting Documentation

Condition: We noted missing and confusing documentation for the various property deeds owned by the Authority. At the end of audit fieldwork, it was unclear if all the documentation regarding the property deeds was in the possession of the Authority. In addition, certain loan documents with outstanding balances at September 30, 2002 were not available.

Criteria: Legal documents regarding property owned and debt incurred by the Authority should be in the possession of and maintained by the Authority.

Effect: The auditor was required to perform alternative procedures to verify ownership of the various properties. If the alternative procedures had not been successful, a qualified opinion regarding property would have been necessary in the auditors report.

Recommendation: We recommend the Authority obtain copies of missing property deeds with clear descriptions of the property and loan documents with outstanding balances. These records should be maintained and reconciled to the Financial Statements on an on-going basis.

Response: *We concur with the auditor's recommendation and we are currently in the process of obtaining all copies of property deeds and loan documents held by the Authority.*

**Schedule of Findings (Financial Statement Audit)**  
September 30, 2002

REPORTABLE CONDITIONS

FINDING 2002-4: Cash Reconciliation

Condition: The Authority records rent prepayments received prior to the rental period as a reconciling item on the bank reconciliation, decreasing the cash balance. The cash received is deposited in the bank prior to the rental period. The correct recording of this type of transaction is to increase cash and deferred revenue.

Criteria: Assets received should be recorded properly on the Financial Statements, during the period received.

Effect: Assets and liabilities were understated in the period cash was received.

Recommendation: We recommend the Authority record and reconcile cash properly to the amounts received and deposited in the bank.

Response: *We concur with the auditor's recommendation. The new accounting software will comply with the recommendation.*

FINDING 2002-5: Billing for Services Performed

Condition: We noted a missing contract agreement from the City of Patterson, Community Development Block Grant (CDBG). The Authority is a subrecipient of the CDBG grant. Billing for the last six months of the fiscal year, was not performed by the Authority.

Criteria: Complete documentation of grant and contract agreements should be maintained by the Authority along with procedures in place to insure income earned is billed in the proper period.

Effect: While the Authority was able to obtain a copy of the agreement from the City of Patterson during audit fieldwork and the calculated unbilled amount for the last six months of the fiscal year was immaterial, the internal control procedures in place during the fiscal year were not adequate to eliminate the Authorities oversight.

Recommendation: We recommend the Authority review grant and contract procedures, including billing, currently in place and revise or implement more effective internal control procedures.

Response: *We concur with the auditor's recommendation and the Authority will review and revise the current procedures.*

**Schedule of Findings (Financial Statement Audit)**  
September 30, 2002

MANAGEMENT COMMENTS

Accounting Software

The Authorities accounting software is unable to issue consolidated financial statements and trial balance. The Deputy Director of Finance issues financial statements using a spreadsheet application rather than statements issued from the accounting software. In addition, the accounts receivable module is not utilized due to current software limitations.

We recommend the Authority purchase and implement new accounting software.

*The Authority has purchased a new organizational-wide computer software system, specifically designed for Housing Authorities. The new software, Yardi, is capable of issuing consolidated financial statements and a trial balance. The Authority is in the process of converting to the new software.*

Capitalization Amount:

The capitalization amount for land, property, and equipment as of September 30, 2002 was \$300. The amount of \$300 is low for a capitalization amount. The financial statement effect of a lower capitalization amount is to increase or overstate assets and reduce or understate expenditures. A secondary effect is to inefficiently use accounting staff time to track and record, immaterial asset items and amounts.

We recommend the Authority increase the capitalization amount for capital costs to a more reasonable amount.

*As of the January 2003 Board of Commissioners meeting, the Commissioners approved an increased capital purchases amount of \$2,000.*

Approval of Vacation and Sick Leave:

The Executive Director approves his own vacation and sick leave. Oversight procedures should be in place for all staff, including the Executive Director.

We recommend the Authority establish procedures for the approval of the Executive Director's vacation and sick leave by an appropriate member of the Board of Commissioners, designated by the Board.

*The Finance Director will review and provide internal accountability for the Executive Directors vacation and sick leave. This change in procedure will be approved by the Board of Commissioners.*

Schedule of Findings (Financial Statement Audit)  
September 30, 2002

MANAGEMENT COMMENTS

Outstanding Checks

We noted several outstanding checks for one of the bank accounts. Upon review of these checks with the Authority, it was noted adjustments were necessary.

We recommend outstanding check procedures be reviewed by the Authority to determine if any necessary adjustments are required in a more timely manner.

*We concur with the auditor's recommendation*

Segregation of duties:

The Senior Account Clerk, restrictively endorses checks received in the Finance Department, prepares the bank deposit and deposits the checks in the bank. She performs these duties periodically, sharing the duties with other staff members.

We recommend the procedures mentioned above regarding checks received and deposited, be performed by different staff members. Ideally, one staff member should restrictively endorse the checks; another prepares the deposit and another deposit the checks in the bank.

*We have revised the work assignments to comply with this recommendation.*

Payroll Allocation:

Payroll costs are allocated by staff positions to the various programs. The duties for most of the staff positions do not change or fluctuate, creating a stable allocation of costs. However, some duties do change over time. The Authority requires a 90-day job survey to be performed by staff positions whose duties change, documenting how time is spent for that position. We were informed it has been six or seven years since the survey has been performed for those staff positions.

We recommend the Authority require a 30-day job survey to be performed at a minimum on an annual basis, as support received from government agencies is partially based on salaries expense properly allocated to the programs. In addition, program financial statements may be misleading if the allocation is not correctly recorded.

*The Housing Authority will review the duties of staff and determine which positions should have a 30-day job survey for allocation of salaries expense.*

**Schedule of Findings** (Financial Statement Audit)  
September 30, 2002

MANAGEMENT COMMENTS

Material Transaction with Related Party

During the fiscal year the Authority received a material payment from Woodstone Associates to reduce the note receivable balance held with the Authority. Refer to the audit notes to the financial statements, note 13, describing the transaction.

We recommend the Authority consider eliminating the Authority's direct involvement of one of the Commissioners who is a member of the Board of Directors of Great Valley Housing Development Corporation, the managing partner of Woodstone Associates. In addition, the Authority should consider eliminating the Deputy Director of Finance as a check signer on the Woodstone Associates checking account, along with his position of Chief Financial Officer for Great Valley Housing Development Corporation.

*The transaction in note 13, was a repayment of a construction note, issued by the Housing Authority for the construction of the Woodstone project. This was a repayment of the note at the end of construction. The operational receipts and disbursements are controlled by the Buckingham Property Management Company.*

*The general partner of Woodstone Associates is Great Valley Housing Development Corporation (GVHDC). The Board of Directors of GVHDC has five members, three at large, one member of the Stanislaus County Housing Authority's, Board of Commissioners and the Deputy Director of Finance for the Housing Authority. The participation of the Housing Authority's Commissioner and staff is necessary to provide the affordable housing expertise for development of Woodstone and future projects.*



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

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

I, \_\_\_\_\_ the Acting Deputy Director certify

that the Five Year and Annual PHA Plan of the County of Stanislaus Housing Authority IS  
consistent with the Consolidated Plan of

pursuant to 24 CFR Part 91.

**Office of Public and Indian Housing**

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

**I, Steve Kyte the City Manager City of Turlock, certify that the Five Year and Annual PHA Plan of the Housing Authority of the County of Stanislaus, is consistent with the Consolidated Plan of the City of Turlock, prepared pursuant to 24 CFR Part 91.**

**Date**

**Certification by State and Local Official of PHA Plans Consistency with the Consolidated Plan in Accompany the HUD 50075--. OMB  
Approved No.2577-0226**

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

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

**I, Julie Hannon certify that the Five year and Annual PHA Plan of the Housing Authority of the  
County of Stanislaus, is consistent with the Consolidated Plan of the City of the City of  
Modesto prepared pursuant to 24 CFR Part 91.**

Certification by State and Local Official of PHA Plans Consistency with the Consolidated Plan in Accompany the HUD 50075 OMB Approved  
No.2577-0226  
Expires 03/31/2002

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

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

I, James S. Duval the Stanislaus County Housing Programs Manager certify that the Five Year and Annual PHA of the Housing Authority of the County of Stanislaus is consistent with the Consolidated Plan of the County of Stanislaus, prepared pursuant to 24 CFR Part 91.

Certification by State and Local Official of PHA Plan Consistency with the Consolidated Plan to Accompany the HUD 50075 OMB Approval No.2577-0226 Expires 03/31/2002

**PHA Certifications of Compliance with the PHA Plans and Related Regulations Board Resolution to Accompany the PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5- Year Plan and Annual Plan for PHA fiscal year beginning , hereinafter referred to as the Plan of which this document is a part and make the following certifications and agreements with the Department of Housing Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA 's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction 's initiatives to affirmatively further fair housing that require the PHA 's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
  - .The PBA regularly submits required data to BUD's MTCS in an accurate, complete and timely manner (as specified in PIB Notice 99-2);
  - .The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - .Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - .The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - .The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(I).

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

8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.

9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F .

12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. For PHA Plan that includes a PHDEP Plan as specified in 24 CFR 761.21: The PHDEP Plan is consistent with and conforms to the "Plan Requirements" and "Grantee Performance Requirements" as specified in 24 CFR 761.21 and 761.23 respectively and the PHA will maintain and have available for review/inspection (at all times), records or documentation of the following:

.Baseline law enforcement services for public housing developments assisted under the PHDEP plan;

.Consortium agreements between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);

.Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;

.Coordination with other law enforcement efforts;

.Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and .All crime statistics and other relevant data (including Part I and specified Part II crimes) that

establish need for the public housing sites assisted under the PHDEP Plan.

14. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation

Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

15. The PHA will take appropriate affirmative action to award contracts to minority and women 's business enterprises under 24 CFR 5.105(a).

16. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.

17. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

18. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

19. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

20. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).

21. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with

its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.

**PHA Certifications of Compliance with the PHA Plans and Related Regulations 12/99 Page 2 of 3**

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

**22. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and attachments at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.**

**Housing Authority of the County of Stanislaus CAO26 PHA Name PHA Number**

**&/71/ --- ~,**

**official A. R. Chubon**

**Executive Director**

#### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is an/or has been secured to influence the outcome of a covered Federal Action
2. Identify the status of the covered Federal Action
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action
4. Enter the full name address, city, state and zip code of the reporting entity. Include Congressional District, if known, 'check the appropriate classification to the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name address, city, state and zip code of the prime Federal recipient, Include Congressional District, if known.
9. For a Covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal Amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (A) Enter the full name, address, city, state, and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (Actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify.
14. Provide specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just the time spent in actual contact

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For Example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency) Include prefixes, e.g. "RFP-DE-90-001."

with Federal officials. Identify the Federal officials(s) or employee(s) contacted or the officer(s), employees(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) are attached

16. The certifying official shall sign and date the form, print he/her name, title, and telephone number.

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Authorized for Local Reproduction Standard Form-LLL (7/97)

Certification for U. S.. Department of Housing and Urban Development a Drug-Free Workplace

Applicant Name . Housing Authority of the County of Stanislaus Program/Activity Receiving Federal Grant Funding

Public Housing Drug Elimination Program

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

I certify that the above named Applicant will or will continue ( I) Abide by the terms of the statement; and to provide a drug-free workplace by: (2) Notify the employer in writing of his or her conviction. a. Publishing a statement notifying employees that the un- tion for a violation of a criminal drug statute occurring in the lawful manufacture, distribution, dispensing, possession, or use workplace no later than five calendar days after such conviction; of a controlled substance is prohibited in the Applicant's work- e Notifying the agency in writing within ten calendar days

place and specifying the actions that will be taken against " hd(2) ...al er receiving no Ice un er su paragra p .rom an em- employees for violation of such prohibition. ployee or otherwise receiving actual notice of such conviction. b. Establishing an on-going drug-free awareness program to Employees of convicted employees must provide notice, include inform employees ---ing position title, to every grant officer or other designee on .whose grant activity the convicted employee was working,

- (1) The dangers of drug abuse In the workplace; unless the Federal agency has designated a central point for the
(2) The Applicant's policy of maintaining a drug-free receipt of such notices. Notice shall include the identification workplace; number(s) of each affected grant;

(3) Any available drug counseling, rehabilitation, and f. Taking one of the following actions, within 30 calendar employee assistance programs; and days of receiving notice under subparagraph d.(2), with respect ..to any employee who is so convicted ---

(4) The penalties that may be Imposed upon employees for drug abuse violations occurring in the workplace. (I) Taking appropriate personnel action against such an ...employee, up to and including termination, consistent with the c. Making It a requirement that each employee to be engaged .

with 18 U.S.C. 3606, as amended; or or rehabilitation program ap- t be given a copy of the statement required by para d..hbFdISitHhIthI...rove lor suc purposes ya e era, a e, oca ea, aw graph a. that, as a COndition of employment under the grant, the .. th.

tl.IefuOrcement, or o er approprla e agency; emp oyee WI --- g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs a. thru f.

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C.1001, 1010, 12. 31 U S.C. 3729, 3802)

Na Title Executive Director Signalure Dale

**Applicant Name**

**Housing Authority of the County of Stanislaus Program/Activity Receiving Federal Grant Funding**

**Public Housing Drug Elimination Program**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be (3) The undersigned shall require that the language of this paid, by or on behalf of the undersigned, to any person for certification be included in the award documents for all sub awards influencing or attempting to influence an officer or employee of at all tiers (including subcontracts, subgrants, and contracts an agency, a Member of Congress, an officer or employee of under grants, loans, and cooperative agreements) and that all Congress, or an employee of a Member of Congress in connection subrecipients shall certify and disclose accordingly,

tion with the awarding of any Federal contract, the making of any. , , Federal grant, the making of any Federal loan, the entering into This certification IS a materi-l represent-ation of fact upon which of any cooperative agreement, and the extension, continuation, ~ellance wa.s ~laced w,hen thIS transaction was made or entered renewal amendment

ormodl.ficat' onoffdittInto. Submission of this certification is a prerequidite for making , , any e era con rac , , . h grant loan or cooperative agreement. or enterIng Into t IS transaction Imposed by Section 1352, Title , , 31, U.S. Code. Any person who fails to file the required

(2) If any funds other than Federal appropriated funds have certification shall be subject to a civil penalty of not less than been paid or will be paid to any person for influencing or \$10,000 and not more than \$100,000 for each such failure. attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements, Conviction may result in criminal and/or civil penalties,

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

Name of Authorized Official Title

Rich Chubon Executive Director Signature Date

X

**Disclosure of Lobbying Activities** Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse side for Instructions and Public Reporting burden statement)

1. Type of Federal Action 2. Status of Federal Action 3. Report Type

ru--l a. contract ~ a. bid/offer/application ~ a. initial filing

~ b. grant ~ b. initial award ~ b. material change c. cooperative agreement c. post-award For Material Change Only

d. loan year (yyyy) quarter e. loan guarantee

f. loan insurance date of last report (mm/dd/yyyy) 4. Name and Address of Reporting Entity 5. If Reporting Entity In No.4 Is Subawardee, enter Name

and Address D Prime D Subawardee Tier , if known: of Prime

(NOT APPLICABLE) (NOT APPLICABLE)

Congressional District, if known Congressional District, if known 6. Federal Department/Agency 7. Federal Program Name/Description

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

10a. Name and Address of Lobbying Registrant b. Individuals Performing Services (including address if different from No.1 Oa.)

(if individual, last name, first name, MI) (last name, first name, MI)

(attach continuation sheet(s) if necessary)

11. Amount of Payment { check all that apply} 13. Type of Payment (check all that apply)

\$ ---0 planned D a. retainer (NOT APPLICABLE) ~r;~f Payment (check all that apply} D b. one-time fee D a. cash (NOT APPLICABLE) D c.

commission

D b. in-kind; specify: nature D d. contingent fee value D e. deferred

D f. other (5pecify} 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or

Member(s) contacted, for Payment Indicated In Item 11

(NOT APPLICABLE)

(attach continuation sheet(s) if necessary) \_ 15. Continuation sheets attached [iJ Yes D No

16. Information requested through this form is authorized by Sec.319,

Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104- Signature 65, Stat. 700 (31 U.S.C. 1352}. This disclosure of lobbying activities .

ftt.  
ffth.hl.l dp. t N Rich Chubon

IS a ma erla represen a lon o ac upon w IC re lance was p ace nn arne by the above when this transaction was made or entered into. This

disclosure is required pursuant to 31 U.S.C. 1352. This information Title Exect!!J-~--~t"!::~-0-.L will be reported to the Congress semiannually and

will be available

for public inspection. Any person who fails to file the required Telephone No. -(2Q.9I-5-5-1=-2QQI disclosure shall be subject to a civil penalty of not

less than \$10,000 ' dand not more than \$100,000 for each such failure. -- Au orized for Local Reproduction Standard Form-LLL (7/97}

**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by OMB

0348-0046 CONTINUATION SHEET

Reporting Entity: Housing Authority of the County of Stanislaus Page --1- of --

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**STATEMENT OF POLICIES GOVERNING  
ADMISSION TO AND CONTINUED OCCUPANCY  
OF THE  
CONVENTIONAL LOW RENT PUBLIC HOUSING  
UNITS OPERATED BY  
THE HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS**

**REVISED - MAY, 2003**

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(RESERVED)

## ADMISSIONS AND CONTINUED OCCUPANCY POLICY

The Admissions and Continued Occupancy Policy defines the Housing Authority 's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

### 1.0 FAIR HOUSING

It is the policy of the Housing Authority to fully comply 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 grounds 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 Housing Authority 's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to applicants/tenants of the Public 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 Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

### 2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority 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 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 Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

### 2.1 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will

include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

## 2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of person with 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 an 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 Housing Authority 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 Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority 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 Housing Authority 's business is housing. If the request would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. For instance, the Housing Authority would deny a request to have the Housing Authority do grocery shopping for a 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 Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally the individual knows best what it is they need; however, the Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority 's programs or services.

If more than one accommodation is equally effective in providing access to the Housing Authority 's programs and services, the Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Housing Authority if there is no one else able to pay for the modifications. If another party pays for the modification, the Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

- E. All approved or denied requests will be documented in writing. Approved requests will be signed by the resident and management and will include provisions describing the accommodation/modification, material to be used, the person authorized by management to complete the physical modification, if appropriate, who will bare the cost of the modification, including restoration, and a statement that the Housing Authority may at the end of the residency apply resident's Security Deposit toward any restoration costs.

### 3.0 FAMILY OUTREACH

From time to time, the Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach families who may-not read the newspapers or to provide out reach to certain ethnic families who may not be sufficiently "represented" on Authority waiting lists or programs, the Housing Authority will distribute fact sheets to the broadcasting media and will initiate personal contacts with members of the news media, ethnic organizations, and community service personnel. The Housing Authority will also try to utilize public service announcements.

### 4.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice and other Housing Authority required release forms. 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 tenant information will not be released unless there is a signed release of information request form from the applicant or tenant provided to the Housing Authority from the requesting party.

The Housing Authority regularly exchanges resident or applicant information with the Stanislaus County Department of Social Services.

#### 5.0 REQUIRED POSTINGS

In each of its offices, the Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Current Schedule of Routine Maintenance Charges
- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current Housing Authority Notices

#### 6.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to fully and accurately complete and "mail-in" their application for housing assistance. "Hand delivered" applications are not accepted at any of the Housing Authority's offices. Applications will be mailed to interested families upon request.

Applications are taken to compile waiting lists. Due to the demand for housing in the Housing Authority's jurisdiction, the Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list. Any openings or closings of any waiting list will be advertised in the local newspaper.

Completed applications will be accepted for all applicants and the Housing Authority will verify the information.

The completed application will be dated and time stamped upon its receipt by the Housing Authority .

Persons with disabilities who require a reasonable accommodation or other persons who may need help in completing an application may call the

Housing Authority, (209) 557-2000 for help in completing their application. A Telecommunication Device for the Deaf (TDD) is available. The TDD telephone number is (209) 557-2012.

The application process involves two phases. The first phase is the acceptance of the initial application for housing assistance and the verification of information provided. The process establishes eligibility and waiting list preferences to which the family may be entitled.

Upon receipt of the family's application, the Housing Authority will notify the family in writing of the receipt of the application. The notification should be kept by the family as their "evidence" of having submitted the application. The written notification will provide the family with the approximate wait before housing may be offered. If at any step in the process, the Housing Authority determines the family to be ineligible for one or more reasons, a notice will be mailed to the family stating the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time provide written notification to the Housing Authority of changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority will annotate the applicant's file and may, based on the verification of the reported change, update their place on the waiting list.

The second phase is the final determination of eligibility which includes a mandatory orientation, criminal back ground checks, and an interview. The Housing Authority will ensure that verification of all preferences, eligibility, suitability, selection factors, and family income are current (no more than six months old for reported income) in order to determine the family's final eligibility for admission into the Public Housing Program. If found eligible, the family will be placed on the "Eligible Waiting List" where the family will await housing offers in the area/s applied for.

## 7.0 ELIGIBILITY FOR ADMISSION

### 7.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: (1) the applicant qualifies as a family, (2) the applicant has an income within the income limits, (3) the applicant meets citizenship/eligible immigrant criteria, (4) the applicant provides documentation of Social Security numbers, and (5) the applicant and all adult family members sign consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority 's screening criteria.

### 7.2 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, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.

- b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income 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, which 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, a person with disabilities, or the remaining member of a tenant family.
- B. Income eligibility
- 1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent

of the median income for the area.

2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply only at admission and are only applicable after occupancy when the family exceeds HUD ceiling income limits.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income, application, and waiting list requirements of the Housing Authority of the County of Stanislaus.
56. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

To be eligible, each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

1. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule)
  - c. A family without any eligible members and receiving housing assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a copy of their Social Security Card with number or certify that they have never had one.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. Among other provisions, consent form/s contain the following:
  - a. A provision authorizing HUD or the Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation, for eligibility, or for continued occupancy in the Public Housing Program;
  - b. A provision authorizing HUD or the Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A provision authorizing the Housing Authority to request criminal history or recent criminal activity information from law-enforcement agencies and authorizing the Housing Authority to release any resident information to any requesting law-enforcement agency or peace officer where the information is necessary in the performance of law-enforcement duties;
  - e. A provision authorizing the Housing Authority to request income, training program status, sanction or other necessary information from any governmental or private agency providing financial, educational, or support services assistance to the family; and
  - f. A statement that the authorization to release the information requested by the consent form expires 24 months after the date the consent form is signed.

### 7.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent and past behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease or to pose an undue financial risk. The Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet one or more of the following suitability criteria.
- B. The Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  1. History of meeting financial obligations, especially rent and utility payments;
  2. Ability to maintain (or with assistance would have the ability

to maintain) their housing in a decent, safe, and sanitary condition based on living or housekeeping habits and whether such habits could adversely affect the premises or the health, safety, or welfare of tenants, including household members;

3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of tenants, including household members or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the misrepresentation of information related to their housing application or benefits derived there from; and
65. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Housing Authority will ask applicants to provide or the Housing Authority will obtain information necessary to demonstrate the applicant's ability to comply with the financial or other essential elements of the lease. The Housing Authority will verify any information not directly received from a third party source. In all cases, verification may include but may not be limited to the following:

1. A credit check of the head of household, spouse and or co-head;
2. At a minimum, a three year rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last five years. Where the individual has lived outside the local area, the Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe, sanitary, and minimally damaged manner. This inspection considers cleanliness, care of the premises, assigned yard areas, appliances, appurtenances, and any resident caused damages to the home. The inspection may also consider any evidence of criminal or drug related activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in

aides. No household with an individual registered as a sex offender will be admitted to public housing.

#### 7.4 GROUNDS FOR DENIAL

The Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet one or more of the eligibility or screening criteria;
- B. Do not supply complete and accurate information, documentation, or verification, required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent or utility payments;
- E. Do not have the ability to maintain (with assistance for persons needing an accommodation) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants or members of the household;
- F. 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;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. 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;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were 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;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or members of the household.
- M. Have engaged in or threatened abusive or violent behavior towards any Housing Authority staff, other residents, or family members;

- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. Denied for Life: Has a lifetime registration under a State sex offender registration program.
- R. Have engaged in behavior towards any Housing Authority staff or other residents that is racially, linguistically, culturally, or ethnically inappropriate and that would be considered offensive and a form of harassment or discrimination.

7.5 EVIDENCE OF FAVORABLE FUTURE CONDUCT

- A. In the event unfavorable information is received with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to any factors which may indicate a reasonable probability of favorable future conduct or financial prospects. Examples include:
  1. Evidence of rehabilitation or that the circumstances leading to an eviction or arrest no longer exist; and/or the person demonstrates to the satisfaction of the Housing Authority that is no longer engaging in the abuse of alcohol or use of a controlled substance, and has successfully completed a supervised drug or alcohol rehabilitation program, or otherwise has been successfully rehabilitated, or is successfully participating in a supervised drug or alcohol rehabilitation program.
  2. Evidence of the family's willingness to participate in social service or other appropriate counseling service programs and the availability of such programs, and/or
  3. Evidence of willingness to increase income and/or avail oneself of training or employment programs in the locality.

7.6 INFORMAL REVIEW

- A. If the Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority 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, state that the applicant may request an informal review of the decision within 10 business days of the date of the notice, must advise the applicant of his/her right to copy, at his/her expense, all related material (including a copy of a criminal history) that will be used as evidence by the Housing Authority in the review, and his/her right of representation. The Housing Authority will describe how to obtain the informal review. In all cases where an applicant has been denied admission due to

criminal history, the applicant will be provided an opportunity to dispute the content or relevancy of such a report.

The informal review may be conducted by any person designated by the Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person. The applicant will be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within 10 calendar days after the informal review, including a statement of the reasons for the final decision.

- B. A participant family may request that the Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status 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 resident 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.

## 8.0 MANAGING THE WAITING LIST

### 8.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

The closing of a waiting list/s will also be announced with a public notice. The public notice will state the date the waiting list will be closed, the waiting list area covered, and bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

All openings and closings of the waiting list will be announced to all agencies, social organizations and other service providers on the Housing Authority's "Organizations List" that includes a broad range of minority and ethnic organizations. These announcements will be considered part of the Authority's out reach efforts in attracting special groups of applicants who may not normally apply for assistance.

### 8.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following

guidelines:

A. Four separate waiting lists shall be maintained by the Housing Authority. Each list shall correspond to one of the following geographic area designations:

Area 1 - Oakdale, Turlock & Hughson: Complex #'s 26-1,2, & 10

Area 2 - Modesto and Ceres: Complex #'s 26-3,4,7,18,19,26 & 27

Area 3 - Patterson, Westley, & Newman: Complex #'s 26-5,6 & 8

Area M - Modesto: Complex # Cal 26-3

B. Within each area, waiting lists shall be established by bedroom size.

C. Applicant families may choose to apply to one, two, three or all waiting list areas.

D. No Authority employee or document used by its employees shall solicit from any applicant family a preference for housing in any specific project, except for Cal 26-3, Modesto, which comprises a single site waiting list. The Housing Authority has the following complexes by "type of unit" available:

Type of Units by Complex (Project)

Project#	#Family		#Handicapped Units		Elderly		Total
	Units	Actual	Planned	Units	Units	Units	
26- 1	24	2	0	0	0	26	
26- 2	28	2	0	0	0	30	
26- 3	141	9	0	0	0	150	
26- 4	17	1	0	0	0	18	
26- 5	15	1	0	0	0	16	
26- 6	29	1	0	0	0	30	
26- 7	22	2	0	6	0	30	
26- 8	19	1	0	0	0	20	
26-10	30	3	0	12	0	45	
26-17	60	7	0	0	0	67	
26-18	82	4	0	0	0	86	
26-19	70	4	0	0	0	74	
26-26	21	0	0	0	0	21	
26-27	25	0	0	0	0	25	

E. The application will be a part of a permanent file;

F. The applicant's position on the waiting list shall be maintained in order of waiting list area, bedroom size, preference, date and time of application, and if all other factors are equal, then Social Security number; and

G. Any contacts between the Housing Authority and the applicant will be documented in the applicant file.

8.3 SINGLE SITE WAITING LIST - MODESTO CAL 26-3:

The Housing Authority has established a "Single Site Waiting List" for Modesto, Low Rent, Public Housing Complex, Cal 26-3, Commonly known as

"Westview Gardens". The waiting list for this complex will be maintained in accordance with the following guidelines:

- A. The waiting list shall be established by bedroom size (1,2,3, and 4, Bedrooms).
- B. In contrast to other Authority operated waiting lists, applicant families may choose to directly apply for and the Authority will honor their request for housing in Cal 26-3. In conjunction, the applicant may choose to apply for housing in one or more of the other Authority operated waiting list areas. In addition, any applicant applying directly for housing in Cal 26-3 who does not select to be placed on the Area 2, Waiting List, will be automatically placed on the Area 2, Waiting List in the order established by the applicant's status, preference, and waiting list administration requirements.
- C. Applicants will be selected to occupy vacant units in Cal 26-3, from the Single Site Waiting List before any applicant will be offered housing for this complex from the Area 2, Waiting List. If however there are no applicants on the Single Site Waiting list or the applicants on that list have been offered housing and have rejected the offer for hardship or any other reasons, applicants to fill any vacancies will then be selected from the Area 2, Waiting List in the order established by the applicant's status, preference, and waiting list administration requirements.
- D. In contrast to other Authority operated waiting lists, applicant families on the Single Site Waiting List for Cal 26-3, will only receive one housing offer for housing in this complex. If the applicant rejects the offer for other than hardship reasons as defined elsewhere in this policy, the applicant's name will be removed from the Single Site Waiting List. The removal from the Single Site Waiting List will not affect the applicant's position or status on any other waiting list for which the applicant may have applied for.
- E. The Authority will provide for full disclosure to each applicant of all options available in the selection of the development or Waiting List for which they may wish to apply.

#### 8.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be approximately within three (3) months of being offered a unit, the family will be invited to an interview and the updating of information process will begin, if necessary. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms and a permanent file will be created.

#### 8.5 PURGING THE WAITING LIST

The Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences. Applicants not responding to a Notice of Continued Interest" used in the purge process will be removed from the waiting list. Applicants removed will be advised, in writing, of their removal from the waiting.

#### 8.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests, in writing, 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;
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant has received and rejected three housing offers for other than hardship reasons.

Applicants removed will be advised, in writing, of their removal from the waiting list. A copy of the notice to the applicant of his/her removal will be maintained in the applicant's file.

#### 8.7 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Housing Authority will be sent a notice of termination of the process for eligibility. If the applicant fails to respond to the notice within 45 days of the date of the notice, the applicant will be removed from the waiting list.

The Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule and no more than two opportunities will be given for good cause. When good cause exists, the Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### 8.8 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the specified time-frame. The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify

that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

9.0 TENANT SELECTION AND ASSIGNMENT PLAN

9.1 PREFERENCES

The Housing Authority will select families from it's waiting lists based on the following preferences within each geographic waiting list area, within each bedroom size category, within the numeric limits established in the Authority's "Deconcentration" Policy, if applicable and within HUD regulations based on the date the complex was made available for occupancy:

- A. Higher Income- in descending order of income within the category of "Higher Income"(above 50% of Medium and at or below 80%) Within each income, in this category families of veterans will be selected first.
- B. Low Income- in descending order of income within the category of "Low Income"(50% of Medium or less, but above 30%) families with a member(s) employed or enrolled and successfully participating in an employment/training or educational program will receive higher preference over families without such a member. Within this category families of veterans will be selected first.
- C. Extremely Low- in descending order of income within the category "Extremely Low Income"(30% of Medium or below). families with a member(s) employed or enrolled and successfully participating in an employment/training or educational program will receive higher preference over families without such a member. Within this category families of veterans will be selected first.

Based on the above preferences, vacancies (categorized as either "higher income" or extremely low income" vacancies to meet agency deconcentration goals) in the various complexes will be filled as follows:

TABLE 1

Deconcentration Vacancy Type	Higher income Complex Avail before 1981	Lower income Complex Avail after 1981
Ext. Low Income	c, a, then b	a, b, then c
Higher Income	a, b, then c	a, b, then c

Based on the preference order established in table 1, families in the various preference categories will receive preference depending on the type of vacancy (extremely low or higher income) and HUD occupancy

restrictions applicable to the particular complex. All families in the first preference category indicated in each cell of the table will be offered housing before any families in the second preference category, and all of those families before families in the third preference category.

Notwithstanding the above, single persons who are elderly, handicapped, or disabled will have preference over other non-elderly, handicapped, or disabled single persons and shall be offered housing before those persons.

Buildings Designated as Elderly Only Housing: The (2220 Fifth Street, Hughson and 2450 Lawrence Street, Ceres - 18 units total) have been approved as being designated for elderly occupancy only. In filling vacancies in these developments, first priority will be given to elderly families or elderly single persons. If there are no elderly on the list, next priority will be given to the near-elderly. If there are no near-elderly, units will be offered to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature is determined eligible for that particular type of unit. Any family required to transfer will be given a 30-day notice.

9.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum*	Maximum
1	1	3
2	2	5
3	4	7
4	6	9
5	8	11

\* See Consideration A, Below

These standards are based on the standard that each bedroom will accommodate no more than two (2) persons plus one (1) person for the entire house.

In determining bedroom size, the Housing Authority 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 children who are temporarily in foster-care.

Applicant families may choose the bedroom size for which they wish to apply, providing that their family size falls within the minimum and maximum number of persons within each established bedroom size category in table 2. Applicant families choosing to house children of the opposite sex in the same bedroom or those choosing to house the maximum number of persons, shall be provided with a copy of the Authority's transfer policy.

These applicants shall not be eligible for transfer because of family size, unless the family's composition exceeds the maximum or falls below the minimum limit established.

In addition, the following considerations will be taken in determining bedroom size:

- A. The minimum number of persons allowable in Table 2, applies to single headed households only
- B. A maximum of two persons will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster - adults - children will not be required to share a bedroom with family members.
- E. A Live-in aide will get a separate bedroom.
- F. The livingroom will be considered a sleeping room for families with the maximum number of persons.
- G. A single person shall only be assigned a one bedroom unit.

Exceptions to normal bedroom size standards include the following:

- a.B. Units larger than assigned through the above guidelines - A family may request a larger unit size than the guidelines allow. The Housing Authority may allow the larger size unit if the family provides verification of a medical or home business need necessitating that the family be housed in a larger unit.
- B. If there are no families on the waiting list for a larger or smaller sized unit(s) or if all eligible families have rejected the unit, smaller or larger families may be housed in a particular unit if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the unit is determined eligible. In all such cases the family will not be required to move for at least twelve (12) months from the day of acceptance. When required to transfer, the family will be given at least 30-day advance notice before being required to move.
- C. Larger units (one bedroom larger than the family would normally qualify for) may be offered in order to improve the marketing of a development suffering a high vacancy rate or as part of the Authority's Deconcentration policy incentives.

### 9.3 SELECTION FROM THE WAITING LIST

The Housing Authority shall follow the statutory "Deconcentration" requirement that at least 30% and no more than 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall monitor, on a monthly basis, the incomes of newly admitted families. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low or higher income families on a particular waiting list(s) outreach and marketing will be conducted on a non-discriminatory basis to attract needed families in the needed income ranges.

### 9.4 DECONCENTRATION POLICY

The Housing Authority will achieve deconcentration of poverty and income-mixing in Cal 26-3, Modesto (the only "affected complex") by either bringing higher or lower income families into the complex whenever the average rent for Cal 26-3 deviates 15% or more from the current average rent determined for all other Housing Authority complexes. The designation of "Lower Income" will apply when the average rent for this complex falls below 85% of the average rent for all other Housing Authority complexes. The designation of "Higher Income" will occur when the average rent exceeds 115% of the average rent for all other Housing Authority complexes.

The Housing Authority in implementing its deconcentration efforts will not impose or require any specific income or racial quota for any of its complexes.

To implement our deconcentration Policy will require that the Housing Authority may, at some point in time, skip families on the waiting list to reach other families with an applicable lower or higher income. The skipping of families will be accomplished in a uniform and non-discriminating manner as indicated in Table, 1, above..

### 9.5 DECONCENTRATION INCENTIVES

The Housing Authority will offer the following incentives to families, either higher or lower income to encourage them to accept housing in the development when it has been designated either "Higher or Lower Income" and only when the family's income would help meet deconcentration or income targeting requirements for the development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner. Incentives include, but are not limited to:

1. The offer of a larger sized unit than the family would normally qualify for (maximum of one additional bedroom).
2. The reduction of the "one year residency requirement" in the Authority's transfer policy to a six month period.
3. Preference under any Transfer Policy categories that the family may

- later qualify for.
4. The option to credit two hours weekly to meeting community service requirements for lawn maintenance performed by the family that is required in their own yard areas.
  5. Preference in any Authority sponsored Family Self-Sufficiency Program that the family may qualify for, including IDA and home-ownerships opportunities.

The Incentives referred to above will be made available by the Housing Authority only in a manner that allows for each eligible family to have the sole discretion in determining whether to accept the incentive. The Housing Authority shall not take any adverse action toward any eligible family for choosing not to accept an incentive and occupancy of an offered complex. The skipping of a family on a waiting list to reach another family to implement the policy under this section shall not be considered an adverse action and shall not be contestable.

#### 9.6 OFFER OF A UNIT

When the Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for the type of unit or development and whose income category meets deconcentration requirements and/or income targeting goals.

The Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) days to accept or reject the unit. The offer and the family's decision must be documented in the family's file. If the family rejects the offer of the unit, the Housing Authority will document the offer and the rejection.

#### 9.7 REJECTION OF A UNIT

If in making the offer to the family the Housing Authority skipped over other families on the waiting list in order to meet deconcentration requirements or if it offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list, will not otherwise be penalized, and the rejection will not count as an unit "offer rejection" under the Authority's three offer and rejection rule. The Housing Authority's "three unit offer and rejection" rule provides that families may reject up to three offered units, without good cause before their application is canceled.

If the Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected, and the family will be placed at the bottom of the applicable "Eligible Waiting List".

If the family rejects with good cause any unit offered, they will not lose

their place on the waiting list. Good cause includes reasons related to health, proximity and availability of transportation to work, school, and childcare (for those working or going to school). All determinations made regarding "proximity" and other applicable determinations will be made in conformance with the distance and other standards established in the Authority's Transfer Policy. The family will be offered the right to an informal review of any decision to lose their place on or be removed from any waiting list.

#### 9.8 ACCEPTANCE OF A UNIT

All adult family members will be required to sign a lease that will become effective no later than one (1) business day after the date of acceptance or the business day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household and or spouse) and will be required to attend the Lease and Occupancy Orientation when they are initially accepted onto the "Eligible for Occupancy" list. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, will result in the cancellation of their application.

At the Orientation and or at the time of lease execution as applicable, the applicant will be provided a copy of the lease, the "Occupancy Orientation Manual", which includes the grievance procedure, utility allowances, the current schedule of routine maintenance charges, other commonly used agency forms, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. One executed copy of the lease will be furnished to the head of household and the Housing Authority will retain the original executed lease in the tenant's file.

The family will pay any applicable security deposit(s) at the time of lease execution. The security deposit will be as follows:

- A. For an elderly person in a one bedroom unit: \$100.00
- B. For families: \$200.00.
- C. Security gate opener deposit: \$30.00
- D. Pet deposit: \$25.00 - \$200.00

The Housing Authority's pet security deposit varies between different types of units depending on the amenities of a particular unit, such as unit size and carpeting, and the type of pet selected.

The Housing Authority reserves the right from time to time to review and adjust the amount of the security deposit provided that affected families are given proper and timely notice of any such adjustment and an opportunity to pay any additional security deposit amount in payments, if necessary, or terminate their residency prior to any new security deposit

amount taking effect.

Under some circumstances, the Housing Authority may allow a resident to pay their security deposit in up to three (3) payments. All such arrangements will be executed on an "Extended Payment Agreement" and will be in conformance with the Authority's Collections Policy. The decision to allow payments shall be at the sole discretion of the Housing Authority and in conformance with applicable policy.

#### 10.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority 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 Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

#### 10.1 INCOME

Annual income means 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.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. 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 a reimbursement of cash or assets invested in the operation by the family.
- C. 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.

- D. The full 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.)
- E. 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.)
- F. Welfare assistance.
  - 1. 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:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. 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 that percentage.
  - 2. 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.
  - 3. If the amount of welfare assistance is reduced as a result of a lifetime time limit for the program, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. 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.)

## 10.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. 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);
- C. Lump-sum 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 or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  4. 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 initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  5. Incremental earnings and benefits resulting to any family member from participation in a 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;

6. Temporary, nonrecurring or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10, until any applicable exclusionary period (up to 18 months) has ended. Additionally, this exclusion is only available to the

following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years. Family members may be employed for periods not to exceed 10 hours weekly, 52 weeks yearly at the minimum wage and still be considered "unemployed" for purposes of this determination.
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
  - c. Families who are or were, within 6 months, assisted under a State TANF program. HUD regulations and agency policy allow for the housing authority to offer a savings account in lieu of having a portion of their income excluded under this paragraph(see section 11.4, below, Individual Savings Account In Lieu Of Income Disregard).
12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
  13. 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;
  14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
    - a. The value of the allotment of food stamps
    - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
    - c. Payments received under the Alaska Native Claims Settlement Act
    - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
    - e. Payments made under HHS's Low-Income Energy Assistance Program
    - f. Payments received under the Job Training Partnership Act
    - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
    - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims

- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Housing Authority

The Housing Authority does not provide any other exclusions from income in addition to those already provided by law.

### 10.3 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.
- E. Child care expenses.

### 10.4 INDIVIDUAL SAVINGS ACCOUNT IN LIEU OF INCOME DISREGARD

A family may choose an individual savings account instead of receiving

the 12-month disallowance of earned income and the phasing in of rent increases as described in Section 11.2 H(11), above. Families who choose individual savings accounts will pay the higher rent based on 30% of adjusted family income and the Housing Authority will deposit, on a bi-annual basis, the difference between the amount of rent that would have been charged with the disallowance and the amount charged into an interest bearing savings account. Once the account is established, the family may access the account only for purchasing a home, paying education costs, moving out of public housing, or for other purposes promoting self-sufficiency as determined by the Housing Authority.

- A. Management of The Accounts: The HA shall deposit the account funds of all families participating in the HA's disallowance program into a single depository account. The HA will deposit the account funds in one or more HUD-approved investments. The total of the combined account funds will be supported in the HA accounting records by a subsidiary ledger showing the balance applicable to each participating family. During the term of the contract of participation, the HA shall credit periodically, but not less than bi-annually, to each family's account, the amount will be prorated and credited to each family's account based on the balance in each family's account at the end of the period for which the investment income is credited.
- B. Reduction of Amounts Due to a Participating Family: If the participating family has not paid the family contribution towards rent, or other amounts, if any, due under the lease, the balance in the family's account shall be reduced by that amount. If the family has fraudulently under reported income, the amount credited will be adjusted accordingly.
- C. Reporting on Account: The Housing Authority will be required to make a report, at least bi-annually, to each participating family on the status of the family's account. The report will include:
  - (i) The balance at the beginning of the reporting period;
  - (ii) The amount of the family's rent payment that was credited to the account, during the reporting period;
  - (iii) Any deductions made from the account for amounts due the Housing Authority before interest is distributed;
  - (iv) The amount of interest earned on the account during the year; and
  - (v) The total in the account at the end of the reporting period.
- D. Disbursement of Account: The amount in an account, in excess of any amount owed to the Housing Authority by the participating family, shall be paid to the head of the family when the contract of participation has been completed or during the term of the contract if the family makes a request, in writing, and the request is verified and found consistent with the contract of participation, for reasons such as enrolment in an education

program, or job training, or to meet start-up expenses involved in creation of a small business, or other similar activities. The HA may, at its sole option, disburse a portion of the funds from the family's account to assist the family in meeting those expenses.

- E. Succession to Account: If the head of the family ceases to reside in the household, the remaining adult family members of the family, after consultation with the Housing Authority, shall have the right to designate another family member to receive the funds.

#### 11.0 VERIFICATION

The Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility, rent determination, and other program or agency requirements shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, compliance with community service or training program requirements (HUD or TANF), need for a live-in aide and or other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; citizenship/eligible non-citizen status; pet and car registration. Age and relationship will only be verified in those instances where needed to make a determination of the level of assistance.

#### 11.1 ACCEPTABLE METHODS OF VERIFICATION

Age, income, relationship, U.S. citizenship, pet, car registration, compliance with community service or training program requirements (HUD or TANF) 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 "official documents" presented by the family, the INS SAVE approval code, and forms signed by the family.

If any questionable documentation is provided, the accuracy of that documentation will be verified by direct third party verification. This type of verification includes written documentation with forms sent directly to and received directly by 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 Housing Authority or automatically by another government agency, i.e. HUD or 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 neither third party verification nor hand-carried verification can be obtained, the Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## 11.2 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 Housing Authority will send a request form to the source along with a release form, (if the source does not have a current release of information form "on file") signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> 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	Any document evidencing full-time enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	Letter from doctor or other professional knowledgeable of condition
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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Stocks	Letter from broker or holding company	Stock or most current 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	Pay stubs w/year to date, Tax return w/w-2's
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 compensation, 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 <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment</li> </ul>	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is</li> </ul>

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion Evidence of job start

### 11.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing, unless they are part of an eligible family headed by a person who is not the student.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Housing Authority 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 public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### 11.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 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 Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, 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. The Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed 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 sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### 11.5 TIMING OF VERIFICATION

Verification information must be dated within ninety (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.

#### 11.6 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 citizenship/eligible noncitizen 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 is added or when a member did not have a Social Security number at admission and 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.

## 12.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

### 12.1 FAMILY CHOICE

At admission and each year thereafter during re-examination or re-examination anniversary date, each family is given the choice or may request to have their rent determined under the 30% of income formula method or set at the flat rent amount.

- A. Families choosing the flat rent method will only be required to go through the income reexamination process every three years. Applicable community service requirements must be verified yearly within sixty (60) to thirty (30) days prior to the family's re-examination anniversary date and within thirty (30) days of the expiration of the term of the lease, if the re-examination and lease expiration dates differ, regardless that the family's may be on a three (3) year re-examination schedule.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### 12.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$00.00, but never more than the Flat rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month disallowance period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### 12.3 MINIMUM RENT

**Minimum Rent = \$00.00**

If the minimum rent is \$1.00 or more then the following will apply: If the family requests a hardship exemption, the Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - 5. When a death has occurred in the family.
- B. 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 for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be 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 repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. 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.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

### 12.4 THE FLAT RENT

The Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated periodically and adjustments applied. Affected families will be given a 30-day notice of any flat rent

change affecting the amount of rent the family pays. At the sole discretion of the Housing Authority, adjustments may be applied on the re-examination anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Housing Authority will post the flat rents at each of its offices and are incorporated in this policy upon approval by the Board of Commissioners. See appendix 2, or current Flat Rent amounts.

#### 12.5 CEILING RENT:

**The Housing Authority has no ceiling rents.**

#### 12.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions apply:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family can verify that after diligent efforts it cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

For "Mixed Families" assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.

- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

#### 12.7 UTILITY ALLOWANCE

The Housing Authority has established a utility allowance for all units with tenant-paid utilities. The allowance is based on a reasonable consumption of utilities by an energy-conservative household (by bedroom size) of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In adjusting the allowance, the Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated periodically as well as any time utility rates change by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. 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 belongs to the tenant.

Utility allowance revisions based on rate or other changes shall be effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact their utility provider for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs or it can assist the family in identifying ways they can reduce their costs.

#### 12.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month and must be received within five (5) working days. All non-delinquent rents must be paid by mail addressed to: The Housing Authority of the County of Stanislaus, P.O. Box 581918, Modesto, California 95358-0033. Reasonable accommodations for this requirement will be made for persons with disabilities or elderly persons. As a safety measure, cash should never be mailed as payment.

Residents who fail to pay rent on or before the fifth working day shall be subject to the following:

- 1. The Housing Authority assessing the resident a 14- Day Notice charge of \$10.00. The charge may be waived by the Housing Authority under the following conditions:
  - A. The resident has provided written verification and has received an

approved "Extended Payment Agreement", from Management, prior to the fifth working day of the month for emergency reasons affecting the residents ability to timely pay rent.

An "Emergency" is: an unforeseen circumstance or event that cannot reasonably be expected to be ignored. An emergency may include, but not be limited to:

- A death in the family, where the resident has incurred expenses in excess of one month's rent and utility bills.
- Medical expenses not ordinarily covered by the resident's health coverage in excess of one month's rent and utility bills.
- Auto repair expenses in excess of one month's rent and utility bills, when the family owns only one auto and the auto is the only means to commute to work, school, doctor, or daycare on a regular basis.

The 14-Day notice shall be served on the resident by first class mail. The Authority will accept less than the full amount of unpaid rent during the initial eleven (11) days of the fourteen day period. The notice shall not be considered 'cured' if less than the full amount of rent owing has been paid.

If rent remains unpaid on the eleventh (11) day of the 14-Day Notice period, the Authority shall serve a Three-Day Notice To Pay Rent or Quit. A \$10.00 service fee will be assessed against the resident's account. The Three-Day Notice must be served as follows:

- A. serviced personally to each adult family member; or
- B. handed personally to an adult family member (18 years or older) and a copy mailed by first-class mail to each adult family member not personally served; or
- C. if no one is home, the notice will be posted on the front door of the unit and a copy mailed by first class mail to each adult member of the household; or

Upon the issuance of a Three-Day Notice and within the legal period provided, only the full amount of rent will be accepted by the Housing Authority. The delinquent rent must be paid at the Authority's Central Office located at 1701 Robertson Rd., Modesto, Calif. Residents who fail to pay at the central office as required shall be charged any fees incurred by the Housing Authority in the preparation or filing of any legal papers or actions that subsequently may be dropped, if resident's payment was mailed within the three day notice period. After the expiration of the Three-Day Notice period, the Housing Authority may refuse to accept rent and proceed with further legal action. Residents who receive three 14 day Notice assessments, returned check charges or Three-Day Notice service charges or any combination thereof, within a six-month period shall be provided an opportunity to attend a Housing Authority provided personal finance and budgeting training course. Residents who fail to participate shall be advised in writing that legal action may be commenced upon their receipt of a fourth late charge.

Residents who successfully complete the training course shall have their records cleared, except for late charges incurred which will remain due and payable, of their previous three late rent payment infractions. If, however, a

resident who has participated in the budgeting training course receives two subsequent charges, that resident family will be blocked from retaking the training and legal action may be commenced on the third subsequent charge.

13.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE:

13.1 GENERAL Re-Instituted as of 10.01.03

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are determined exempt from this requirement

13.2 EXEMPTIONS

The following resident, adult family members may be exempt from this requirement if their exemption can be documented by the family and verified by the Housing Authority.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity as defined under part A, title IV, of the Social Security Act
- E. Family members who are exempt from work activity under part A, title IV, of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A, title IV, of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

13.3 NOTIFICATION OF THE REQUIREMENT

In all resident annual re-examination notifications for re-exams beginning on October 1,2000, Housing Authority staff shall notify each affected family that during their up coming re-exam, Authority staff will identify and or verify compliance with, as applicable, all adult exempt and non-exempt family members for purposes of the family meeting its community service requirements.

The notification will explain the family's responsibility to provide verification for all non-exempt adult family member's compliance with the community service requirement, to verify continued exempt status for those previously granted exempt status, and the verification of any changes in any family member status. The Housing Authority shall verify such claims.

The notification will further advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/2000. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise all residents that their failure to comply with the community service requirement

will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

Initially, the Housing Authority will conduct training and educational meetings focused on the program and it's requirements for all affected families.

#### 13.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the complex is located. Because of the diversity (urban-rural-scattered sites etc)of our complexes, the communities in which they are located, and the availability of placement opportunities, the "community in which the complex is located" shall be defined as the complex and the geographic areas around it sufficient to allow for the resident to find and retain placement.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (including, but not limited to such programs as substance abuse or mental health treatment).

The Housing Authority will coordinate with social service agencies, local schools, the Human Resources Office, and other agencies in identifying a list of volunteer community service positions. Lists will be made available to all residents.

Together with staff in it's Community Services Centers, the Housing Authority will create volunteer positions such as coordinating and record keeping for resident volunteers, litter patrols, and other positions in the agency's educational, recreational, and other support programs.

#### 13.5 THE PROCESS

At the first annual reexamination on or after October 1, 2000, and each annual reexamination thereafter, the Housing Authority will do the following:

- A. Provide the family a list of volunteer opportunities.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet for every non-exempt family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each 8 hour volunteer period. The supervisor will attach a business card to the sheet.
- D. Refer family members to a Community Services Center where a volunteer coordinator may assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance. Volunteer coordinators will be located and supervised at each of the Authority's Community Services Centers.

While the Housing Authority will provide support services to volunteers,

it in no way assumes responsibility for nor guarantees the placement of nor can guarantee the meeting of any family member's Community Services requirements. This responsibility remains fully with the family.

- E. Sixty (60) days before the family's next lease anniversary date, the volunteer coordinator will update the volunteer's file, document compliance or non-compliance, and advise the Resident Initiatives Program Manager (RIPM). The RIPM will forward a signed certification of program compliance or executed agreement to cure non-compliance to the resident volunteer's Occupancy Specialist.

#### 13.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will be terminated.

#### 13.7 OPPORTUNITY FOR CURE

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency or community service program for as many hours as needed to fulfill the time requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with the current's year's community service requirement. In all such agreements, the first 96 hours a resident earns will be credited toward the current's year's community service requirement with all additional hours credited to the amount owed for the previous year.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours over a three (3) month period, the Housing Authority shall take action to terminate the lease.

#### 14.0 RECERTIFICATIONS

At least annually, the Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, (2) whether the family is housed in the correct unit size and (3) if the family remains eligible for continued occupancy.

#### 14.1 GENERAL

The Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks

they may want to switch from a flat rent to a formula rent, the family must request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter tells families who may need to make alternate arrangements due to a disability and that they may contact staff to request an accommodation of their needs.

During the reexamination appointment, the Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

#### 14.2 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. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Housing Authority taking eviction actions against the family.

#### 14.3 FLAT RENTS

Each year prior to their anniversary date, The Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent and scheduling an appointment. The opportunity to select the flat rent is available only at this time. At the appointment, the Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Housing Authority representative, they may make the selection on the form and return the form, by the specified date, to the Housing Authority. The family must still meet any community services requirements as indicated below. If the family signs and returns the Flat Rent letter and fulfills community service requirements, the Housing Authority will cancel the appointment.

The annual letter to families paying a flat rent regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  1. The family's income has decreased.
  2. The family's circumstances have changed increasing their expenses

for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- G. A certification for the family to sign accepting or declining the flat rent.
- H. For those families with non-exempt community services members, the letter will advise the family that all non-exempt family members must meet with their volunteer coordinator or Community Services Center staff within the 60 day period provided to verify compliance with community service requirements and that failure to do so will result in program termination.

#### 14.4 THE FORMULA METHOD

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 HUD and other required consent forms.

Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent (if applicable), but never more than the flat rent.

#### 14.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days advance 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.

#### 14.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any decreases in allowable expenses

between annual reexaminations.

Families are required to report the following changes to the Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- 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. Any change in household income (for formula based rent families only)
- D. Any change in household income that may cause the family to be over the allowable income limit as yearly set by HUD.
- E. Any change in any family member(s) community services status (exempt or non-exempt). These changes must be reported to the Community Services Center or the Volunteer Coordinator.

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. Before adding the new member to the lease, the family 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 Housing Authority will determine the eligibility of the individual before adding them 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, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 15.8, below.

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 Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

#### 14.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

#### 14.8 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 date of the 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 UNIT TRANSFERS

### 15.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority's deconcentration goal(s).
- F. To facilitate and encourage family "Self Sufficiency" efforts.
- G. To eliminate vacancy loss and other expense due to unnecessary transfers.

### 15.2 CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

These transfers can be initiated by either the resident or Housing Authority. When requested by the resident for safety reasons, the request must be substantiated by written documentation that an event has occurred and will continue to occur that poses a safety risk of bodily injury to a family or its member/s. The continuing safety risk must be of such a nature as to preclude other remedies not involving a transfer. For example, a wife who is being abused by a husband must first seek to remedy the situation by obtaining a restraining order and enforcing its provisions before she is eligible for a transfer.

- A. If the condition continues, the wife would be eligible for transfer to the next transfer available unit upon her verification of enforcement.
- B. Housing Authority staff must document all mitigating remedies when

a transfer is delayed or denied due to mitigating conditions.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed. These transfers are initiated by the Housing Authority.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Housing Authority occupancy goals, to facilitate and encourage family "Self Sufficiency" efforts, to comply with occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem. These transfers can be initiated by either the resident or Housing Authority.

### 15.3 DOCUMENTATION

When the transfer is at the request of the family, the family will be required to provide third party verification of the need for the transfer and of it's meeting any other requirements for the particular category of transfer.

### 15.4 INCENTIVE OR RESIDENT INITIATED TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families living in developments requiring lawn and yard maintenance, where the family is unable to perform such maintenance because of age, handicap, or disability will be given the opportunity to transfer to a development where such service is provided by the Housing Authority.

All families with transfer requests initiated by the resident or those transfers initiated by the Housing Authority as "Incentive" transfers will comply with the following eligibility criteria, prior to the transfer being approved. The resident family must:

- A. Have been a tenant for one (1) year (six months if the family's current residency was initiated under the deconcentration policy);
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities (Incentive Transfer only, waived if the family income is above the 50% area medium);
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- D. The family is current in the payment of all charges owed the Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;

- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

#### 15.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every seven admissions. The transfer ratio may be modified by the Housing Authority as need arises. Situations such meeting "Deconcentration Policy goals, excessive move -outs or similar circumstances will be used in determining ratio adjustments. The following preferences will apply within this category C transfers:

1. Deconcentration Policy Incentive transfers.
2. Transfers when the family is underhoused. All transfers in this category shall be accomplished in descending order with the family most severely underhoused for which there is an available unit, transferred first.
3. Transfers when the family is over housed. All transfers in this category shall be accomplished in descending order with the family most underhoused for which there is an available unit, transferred first.
4. Transfers for non-severe medical reasons. (The determination of a non-severe medical condition shall be determined and documented in writing by the resident's Doctor)
5. Transfers due to excessive distance - A request for a transfer due to distance from work, doctor, day care or school may be submitted by a resident. To qualify, a resident must live at least 15 miles (one way) from the location to which they commute; commute to that location at least three times a week on a regular basis for an expected long duration of time; and live where no regular public transportation is available that is compatible with the resident's schedule.
6. Transfers due to inability to comply with lawn and yard maintenance requirements.
7. Other types of transfers properly categorized by this class of transfer.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay or make arrangements to pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time that may exceed the seven (7) day period when they have

possession of both.

Rejection of a transfer offer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is initiated by the Housing Authority and the family rejects two offers without good cause, the Housing Authority will take action to terminate their tenancy.
- C. If the transfer is being made at the family's request and the rejected offer provided deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer that does not include deconcentration incentives, without good cause, the family's name will be removed from the transfer list.

#### 15.6 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

#### 15.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority . This means the family must be in compliance with their lease, current in all payments to the Housing Authority, must have lived in their current unit for a one (1) year period (six months in some circumstances), and must pass a housekeeping

inspection.

#### 15.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form and providing any necessary verifications. In considering the request, the Housing Authority may hold a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request and all required verification or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

#### 15.9 RIGHT OF THE HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or to refuse to transfer.

#### 16.0 INSPECTIONS

An authorized representative of the Housing Authority and the head of household and or co-head will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Housing Authority's file and a copy given to the family member. An authorized Housing Authority representative and the head of household and or co-head will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority damages to the unit.

#### 16.1 MOVE-IN INSPECTIONS

The Housing Authority and the head of household and or co-head will inspect the unit prior to occupancy of the unit. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

#### 16.2 ANNUAL INSPECTIONS

The Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

#### 16.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This inspection is intended to keep items in good repair. It checks

weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

#### 16.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Authority .

#### 16.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

#### 16.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Housing Authority will give the tenant at least two (2) days written notice.

#### 16.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

#### 16.8 MOVE-OUT INSPECTIONS

The Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

#### 17.0 PET POLICY

#### 17.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner, to refrain from disturbing their neighbors, and to refrain from damaging the unit.

#### 17.2 PETS IN PUBLIC HOUSING DEVELOPMENTS

When final HUD regulations on pet ownership are issued and when a resident has complied with the following Housing Authority pet ownership conditions, the Housing Authority will allow for ownership of pets by any resident family and elderly and/or disabled families.

#### 17.3 APPROVAL

Residents must have the prior approval of the Housing Authority before moving a

pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed and all terms complied with before the Housing Authority will approve the request. In addition, the resident shall have a history of behavior which would tend to indicate that they are likely to comply with the additional rules and regulations associated with the keeping of pets.

#### 17.4 TYPES OF PETS

The Housing Authority will allow only domesticated dogs, cats, birds, fish, rodents, turtles, and other animals allowed by law or ordinance in units. All dogs and cats must be neutered and or spayed.

The animal(s) shall be of a size and temperament so as to not pose an unreasonable threat of property damage or threat to the health or safety of neighbors or Housing Authority employees due to viciousness or improper control of animal waste. Any animal deemed to be "aggressive or territorial" or potentially harmful to the health or safety of others (including other pets) including attack or fight trained dogs, or prohibited by law or ordinance will not be allowed. Determinations on the "aggressive or territorial" or potentially harmful nature of a pet will be made according to established data bases on "pet temperament" such as Cyberpet and PetSmart data bases. In all cases where a proposed pet has been disapproved because of incompatible temperament, a copy of the data base "print-out" indicating the incompatibility will be provided to the resident and a copy, along with all other relevant information relating to the request, will be maintained in the resident's file.

For all requests for dogs, the resident must provide written documentation from a Vet or other competent professional of the dog's breed or breed mixture. In cases where the breed of the proposed dog is "mixed", residents will be responsible to provide the Housing Authority with a written determination from a Vet or other competent professional identifying the various "breeds" of the dog. The various breeds will then be compared to the databases. An "aggressive or territorial" or potentially harmful result for any of the dog's breeds will result in the denial of the request.

No animal may exceed thirty (30) pounds in weight.

#### 17.5 INOCULATIONS, LICENCING, AND PET IDENTIFICATION

In order to be authorized, pets, as applicable, must be appropriately licensed and inoculated against rabies, distemper, parvo shots and other conditions prescribed by local ordinances.

For pets not totally confined to the interior of the unit, residents must provide a color photograph of the animal.

Pet owners shall be required to attach copies of licensing documents, immunization certifications, breed identification documentation, and proof of spaying/neutering to the application form at the time they seek approval from the Housing Authority to keep a pet.

Except for authorized birds, fish and other similar animals, the Housing Authority will issue a "Pet Tag" that must be worn along with the proper pet "licence" on a collar at all times by any authorized pet.

#### 17.6 HUMANE CONFINEMENT

The dwelling unit shall have adequate amenities, such as a yard and sufficient fencing, to allow proper humane confinement of the animal(s) and to prevent the

disturbance of neighbors. In projects where no fences exist, the animal(s) shall be of a size and temperament so as to be able to be properly confined to the interior of the unit.

#### 17.7 PET DEPOSIT

A pet deposit of \$25 - 200.00 is required at the time of registering a pet. The deposit varies, depending on the pet selected, the unit, and the amenities of the unit, like carpeting. The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear.

#### 17.8 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Housing Authority reserves the right to exterminate and charge the resident.

#### 17.9 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the family's unit and surrounding areas.

Repeated and substantiated complaints by neighbors or Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, damage to the premises, or other nuisance will result in the family having to remove the pet or move him/herself.

#### 17.10 DESIGNATION OF PET AREAS

For complexes where no exterior, individual yard fences are provided. Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). In some complexes, pets will be allowed only in designated areas. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

#### 17.11 VISITING PETS

Pet visitation is not allowed.

#### 17.12 RESIDENT ABSENCES FROM THE PREMISES

When absent from the unit, families with dogs or cats shall be responsible for the housing of their pet(s) somewhere other than on the premises overnight or longer periods. Families with pets shall have a standing arrangement, on file, with the Housing Authority providing for the care of pet(s) in the event that the family must leave their unit on an emergency basis. The arrangement will specify who will be responsible for assuring compliance with this provision.

#### 17.13 REMOVAL OF PETS

The Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance, a threat to the health or safety of other occupants of the project or of other persons in the community where the project is located, or if the pet causes damage to the premises.

## 18.0 REPAYMENT AGREEMENTS

When a resident owes the Housing Authority charges or rent and is unable to pay the balance by the due date for emergency reasons, the resident may request that the Housing Authority allow an "Extended Payment Agreement". The Housing Authority will approve or reject such an agreement based on the Housing Authority's Collections Policy. All Extended Payment Agreements must assure that the full payment is made within the period provided. All Extended Payment Agreements must be in writing and signed by both parties. Failure to comply with Extended Payment Agreement terms will subject the Resident to eviction procedures.

## 19.0 TERMINATION

### 19.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. The notice must be submitted at the Housing Authority's Central Office located at 3309 Stanislaus St., Riverbank. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first. If the resident vacates without giving notice or fails to deliver possession of the premises to Management, rent and resident's liability for the unit will continue until Management finds the unit vacant and takes possession.

### 19.2 TERMINATION BY THE HOUSING AUTHORITY

The Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority will terminate the lease for serious or repeated violations of the material terms of the lease. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a decent, safe, and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity

on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority

- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority;
- M. Management's discovery that RESIDENT or a household member is a registered sex offender;
- N. Engaging in alcohol or drug abuse, or any other activity that Management determines interferes with the health, safety, or right to peaceful enjoyment of other dwelling units;
- O. Resident or a member of the household is fleeing to avoid prosecution, custody, or confinement for a crime or attempt to commit a crime that is a felony;
- P. Resident or a member of the household is in violation of a condition of probation or parole imposed according to law; and
- M. Other good cause.

### 19.3 ABANDONMENT

The Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent for a minimum of 14 days AND has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Housing Authority representative may enter the unit and remove any abandoned property. The property will be stored in a reasonably secure place or it will remain in the unit, at the option of the Housing Authority. A notice will be mailed to the resident's address (so it can be forwarded by the post office) and to all known persons listed in the resident's application or file who may have knowledge of the resident's whereabouts. The notice will state where the property is being stored and when it will be sold or disposed of.

If the total value of the property is estimated at less than \$300.00, the Housing Authority will mail a notice of the disposition to the resident and then wait 18 days. Family pictures, keepsakes, and personal papers cannot be disposed of until 18 days after the Housing Authority mails the notice of abandonment.

If the estimated value of the property is more than \$300.00, the Housing Authority will mail a notice of the sale or disposition to the resident and then wait 18 days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

If the personal property described in the notice is not released to the resident, it shall be sold at public sale by competitive bidding. Notice of the time and place of the public sale shall be given by publication pursuant to Section 6066 of the Government Code in a newspaper of general circulation published in the county where the sale is to be held. The last publication shall be not less than five days before the sale is to be held. The notice of the sale shall not be published before the last of the dates specified for taking possession of the property in any notice given pursuant to Section 1983.

The notice of the sale shall describe the property to be sold in a manner reasonably adequate to permit the owner of the property to identify it. Any money raised by the sale of the property goes to cover money owed by the family to the Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Housing Authority will mail it to the family. If the family's address is not known, the Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Housing Authority .

Within 21 days of learning of an abandonment, the Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

#### 19.4 RETURN OF SECURITY DEPOSIT

After a family moves out or no longer owns a pet for which a security deposit was paid, the Housing Authority will return the security deposit within 21 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 21 days.

#### 20.0 FAMILY SELF SUFFICIENCY, IDA, AND HOME OWNERSHIP OPPORTUNITIES (RESERVED)

## GLOSSARY

**50058 Form:** The HUD form that housing authorities 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.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**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.

**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. (24 CFR 5.403)

**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.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family 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. (See "imputed asset income" below.)

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**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. (24 CFR 5.504(b))

**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 child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**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. (24 CFR 5.214)

**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. (24 CFR 5.100)

**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. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**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. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; 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)) (Also see "person with disabilities.")

**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. (24 CFR 5.403(b))

**Displaced Person:** 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. [1937 Act]

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; 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. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**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.). (24 CFR 5.100)

**Family includes but is not limited to:**

- A. A family with or without children;
- 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, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

**Family Members:** All members of the household other than 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 lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**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. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**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 as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, 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. (24 CFR 5.403(b))

**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, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**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. (24 CFR 5.504(b))

**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; 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. (24 CFR 5.403(b))

**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. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"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 Developmental Disabilities Assistance and Bill of Rights Act, which states:

"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. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**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. (24 CFR5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification or Reexamination:** The annual reexamination of a family's income,

expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**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 family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**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. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority 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(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
  - 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. 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.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**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 by the Housing Authority 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. (24 CFR 5.603)

**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. (24 CFR 5.603)

**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, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**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

<b>ACC</b>	Annual Contributions Contract
<b>CFR</b>	Code of Federal Regulations
<b>DSS</b>	Department of Social Services
<b>FSS</b>	Family Self Sufficiency (program)
<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	Department of Housing and Urban Development
<b>INS</b>	(U.S.) Immigration and Naturalization Service
<b>NAHA</b>	(Cranston-Gonzalez) National Affordable Housing Act
<b>NOFA</b>	Notice of Funding Availability
<b>OMB</b>	(U.S.) Office of Management and Budget
<b>PHA</b>	Public Housing Agency
<b>QHWR</b>	Quality Housing and Work Responsibility Act of 1998
<b>SSA</b>	Social Security Administration
<b>TTP</b>	Total Tenant Payment

APPENDIX 2

FLAT RENTS BY BEDROOM AND COMPLEX  
April 2000

26	1	2	3	4	5	6	7	8	10	17	18	19	26	27
1BR	387	387	387	387	387	N/A	387	387	387	387	387	387	N/A	N/A
2BR	457	457	457	457	457	457	N/A	457	457	457	457	457	N/A	N/A
3BR	557	557	557	557	557	557	557	557	557	557	557	557	557	557
4BR	N/A	607	607	N/A	N/A	607	607	607	607	607	607	N/A	N/A	N/A
5BR	N/A	N/A	N/A	N/A	N/A	657	657	657	N/A	657	N/A	N/A	N/A	N/A

# **PUBLIC HOUSING GRIEVANCE PROCEDURE**

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## **1.0 RIGHT TO A HEARING**

**Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.**

## **2.0 DEFINITIONS**

**For the purpose of this Grievance Procedure, the following definitions are applicable:**

- A. "Grievance" shall mean any dispute which a resident may have with respect to the Housing Authority County of Stanislaus's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or off such premises; or any activity resulting in a felony conviction. Nor shall this process apply to disputes between residents not involving the Housing Authority County of Stanislaus or to class grievances. The Housing Authority County of Stanislaus will notify any resident of his/her right to request a grievance hearing at anytime the particular resident is alleged to have violated the rules and or regulations that are covered under the grievance policy.**
- B. "Complainant" shall mean any resident whose grievance is presented to the Housing Authority County of Stanislaus or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.**
- C. "Elements of Due Process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:**
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;**
  - 2. Right of the resident to be represented by counsel;**
  - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and**
  - 4. A decision on the merits.**
- D. "Hearing Officer" shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.**
- E. "Resident" shall mean the adult person (or persons) other than a live-in aide:**

1. Who resides in the unit and who executed the lease with the Housing Authority County of Stanislaus as lessee of the premises, or, if no such person now resides in the premises,
  2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. "Resident Organization" includes a resident management corporation.
- G. "Promptly" (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Housing Authority County of Stanislaus of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

### **3.0 PROCEDURES PRIOR TO A HEARING**

Any grievance shall be promptly and personally presented, either orally or in writing, to the Housing Authority County of Stanislaus office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

### **4.0 PROCEDURES TO OBTAIN A HEARING**

#### ***4.1 REQUEST FOR HEARING***

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

#### ***4.2 SELECTION OF A HEARING OFFICER***

A grievance hearing shall be conducted by an impartial person appointed by the Housing Authority County of Stanislaus other than a person who made or approved the action under review or a subordinate of such person.

The Housing Authority County of Stanislaus shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Housing Authority County of Stanislaus shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

#### **4.3 *FAILURE TO REQUEST A HEARING***

If the resident does not request a hearing in accordance with this section, then the Housing Authority County of Stanislaus's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Housing Authority County of Stanislaus's action in disposing of the complaint in an appropriate judicial proceeding.

#### **4.4 *HEARING PREREQUISITE***

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

#### **4.5 *ESCROW DEPOSIT***

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Housing Authority County of Stanislaus claims is due, the resident shall pay to the Housing Authority County of Stanislaus an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Housing Authority County of Stanislaus until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Housing Authority County of Stanislaus may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Housing Authority County of Stanislaus's disposition of his grievance in any appropriate judicial proceeding.

#### **4.6 *SCHEDULING OF HEARINGS***

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Housing Authority County of Stanislaus. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

### **5.0 PROCEDURES GOVERNING THE HEARING**

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Housing Authority County of Stanislaus does not make the document available for examination upon request by the resident, the Housing Authority County of Stanislaus may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;

- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority County of Stanislaus or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Housing Authority County of Stanislaus and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Housing Authority County of Stanislaus shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

## **6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS**

The participant family may request that the Housing Authority County of Stanislaus 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. The participant family must make this request 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.

## **7.0 DECISION OF THE HEARING OFFICER**

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within a reasonable time period after the hearing. A copy of the decision shall be sent to the resident and the Housing Authority County of Stanislaus. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Housing Authority County of Stanislaus and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Housing Authority County of Stanislaus who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority County of Stanislaus's Board of Commissioners determines within reasonable time, and

**promptly notifies the complainant of its determination, that:**

- A. The grievance does not concern Housing Authority County of Stanislaus action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;**
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.**

**A decision by the Hearing Officer or Board of Commissioners in favor of the Housing Authority County of Stanislaus or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.**

## Chapter 14

### COMPLAINTS AND APPEALS

#### INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HA. This Chapter describes the policies, procedures and standards to be used when families disagree with an HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

#### A. COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA shall require that all complaints be put in writing. HQS complaints may be reported by telephone and followed up in writing.

The HA hearing procedures will be provided to families in the briefing packet.

#### B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

[24 CFR 982.54 (d) (12), 982.554]

Reviews are provided for applicants who are denied assistance prior to the effective date of a HAP Contract. NOTE: The exception to this rule is for decisions concerning denial of assistance for eligible immigrant status. Under these circumstances, the applicant is entitled to an informal hearing.

#### 1. Notification to Applicants

When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- a. The reason(s) they are ineligible; and
- b. the time limit for requesting a review; and
- c. the procedure for requesting a review if the applicant does not agree with the decision

## **2. Eligible Grounds for an Informal Review**

The HA must provide applicants with the opportunity for an Informal Review of decisions denying:

- a. Qualification for preference
- b. Listing on the HA's waiting list
- c. Issuance/Denial/Rescission of a Certificate or Voucher
- d. Participation in the program
- e. Refusal to enter into a HAP contract or approve a lease; and
- f. Refusal to process or provide assistance under the Portability procedures

## **3. Ineligible Grounds for a Review**

Informal Reviews are not required for established policies and procedures and HA determinations such as:

- a. Discretionary administrative determinations by the HA
- b. General policy issues or class grievances
- c. A determination of the family unit size under the HA subsidy standards
- d. Refusal to extend or suspend a Certificate or Voucher
- e. Disapproval of lease
- f. Determination that unit is not in compliance with HQS
- g. Determination that unit is not in accordance with HQS due to family size or composition

## **4. Informal Review Process**

A request for an Informal Review must be received in writing or by telephone by the close of the business day, no later than 30 days from the date of the HA's notification of denial of assistance. An "Informal Request Form" is then sent to the participant/applicant which must be returned within 10 days from the date sent. The informal review will be scheduled within 20 days from the date the "Informal Request Form" is received by the HACS.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by either a management staff person or an individual from outside the HACS and may be conducted by mail or telephone if acceptable to both parties.

The applicant will be given the option of presenting oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within 14 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will

be retained in the family's file.

## **C. INFORMAL HEARING PROCEDURES [24 CFR 982.555 (a-f), 982.54(d)(13)]**

### **1. Participant Notification**

When the HA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HA will give the family prompt notice of such determinations which will include:

- a. The proposed action or decision of the HA;
- b. The date the proposed action or decision will take place;
- c. The family's right to an explanation of the basis for the HA's decision.
- d. The procedures for requesting a hearing if the family disputes the action or decision;
- e. The time limit for requesting the hearing.
- f. To whom the hearing request should be addressed

### **2. Grounds for an Informal Hearing**

The HA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HA determinations:

- a. Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- b. Appropriate utility allowance used from schedule
- c. Family unit size determination under HA subsidy standards
- d. Determination that Certificate program family is underoccupied in their current unit and a request for exception is denied
- e. Determination to terminate assistance for any reason.
- f. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.
- g. Determination to pay an owner claim for damages, unpaid rent or vacancy loss.

The HA shall provide the opportunity for an informal hearing prior to termination of assistance.

### **3. Ineligible Grounds for an Informal Hearing**

Informal Hearings are not required for established policies and procedures and HA determinations such as:

- a. Discretionary administrative determinations by the HA
- b. General policy issues or class grievances
- c. Establishment of the HA schedule of utility allowances
- d. An HA determination not to approve an extension or suspension of a

- certificate or voucher term
- e. An HA determination not to approve a unit or lease
  - f. An HA determination that an assisted unit is not in compliance with HQS (HA must provide hearing for family breach of HQS because that is a family obligation determination)
  - g. An HA determination that the unit is not in accordance with HQS because of the family size
  - h. An HA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

#### **4. Notification of Hearing**

It is the HA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and regulations.

The program participant requesting a hearing must request the "Informal Hearing Request Form" within 30 days from the receipt of notification of action and return the form to the HACS within 10 days from the date of the form. When the HACS receives form, a hearing shall be scheduled within 20 days. The notification of the hearing will contain:

- a. The date and time of the hearing
- b. The location where the hearing will be held
- c. The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- d. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.
- e. A notice to the family that the HA will request a copy of any documents or evidence the family will use at the hearing.

#### **5. Rescheduling**

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which affects the health, safety or welfare of the family.

If the family does not appear at the scheduled time, and did not make arrangements in advance, the HA will automatically reschedule the hearing. If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the HA within 72 hours, excluding weekends and holidays. The HA will reschedule the hearing only if the family can show good cause for the failure to appear.

## **6. Families Rights**

**Families have the right to:**

- a. Present written or oral objections to the HA's determination.**
- b. Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer;**
- c. Copy any relevant documents at their expense;**
- d. Present any information or witnesses pertinent to the issue of the hearing;**
- e. Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and**
- f. Be represented by legal counsel, advocate, or other designated representative at their own expense.**

**If the family requests copies of documents relevant to the hearing, the HA will make the copies for the family and assess a charge of \$1.00 per copy. In no case will the family be allowed to remove the file from the HA's office.**

## **7. Housing Authority Rights**

**In addition to other rights contained in this Chapter, the HA has a right to:**

- a. Present evidence and any information pertinent to the issue of the hearing;**
- b. Be notified if the family intends to be represented by legal counsel, advocate, or another party;**
- c. Examine and copy any documents to be used by the family prior to the hearing;**
- d. Have its attorney present; and**
- e. Have staff persons and other witnesses familiar with the case present.**

## **8. Informal Hearing Process**

**The Informal Hearing shall be conducted by the Hearing Officer appointed by the HA who is neither the person who made or approved the decision, nor a subordinate of that person. The HA appoints hearing officers who are HA management staff persons.**

**The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.**

**No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.**

**The family must request an audio recording of the hearing, if desired, no less than 3 days prior to the hearing date.**

**The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.**

**The Hearing Officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.**

**A notice of the Hearing Findings shall be provided in writing to the HA and the family within days and shall include:**

- a. A clear summary of the decision and reasons for the decision;**
- b. If the decision involves money owed, the amount owed; and**
- c. The date the decision goes into effect.**
- d. The Code of Civil Procedure applicable to a participant's seeking judicial review of the decision**

#### **9. Decisions For Which the HACS is Not Bound**

**The HA is not bound by hearing decisions:**

- a. Which concern matters in which the HA is not required to provide an opportunity for a hearing**
- b. Which conflict with or contradict to HUD regulations or requirements;**
- c. Which conflict with or contradict Federal, State or local laws; or**
- d. Which exceed the authority of the person conducting the hearing.**

**The HA shall send a letter to the participant if it determines the HA is not bound by the Hearing Officer's determination within 7 days. The letter shall include the HA's reasons for the decision.**

**All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.**

#### **D. CIRCUMSTANCES FOR APPS/PARTICIPANTS WITH DISABILITIES**

**When applicants are denied placement on the waiting list, or the HA is terminating assistance, the HACS will consider the presence of a disability as a mitigating circumstance during the informal review process.**

**Examples of possible mitigating circumstances: a) A person with a cognitive disorder may not have understood the requirement to report increases in income, b) A person may not understand the need to make regular repayments on a promissory note, c) Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.**

#### **E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON**

## **ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]**

**Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.**

**Assistance to a family may not be terminated or denied while the HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.**

### **INS Determination of Ineligibility**

**If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.**

**If the family appeals to the INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.**

**The request for an HA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.**

**After receipt of a request for an informal hearing, the hearing is conducted as described in section C of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will deny the applicant or participant family.**

**If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.**

**All other complaints related to eligible citizen/immigrant status:**

**If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.**

**Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.**

**Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review/hearing similar to the process of termination for any other type of fraud.**

**Resident's Comments:**

*We have held meetings with the Authority's Resident Advisory Board members during our development of our proposed Plan. These residents, through their comments, have provided input into the development of the Plan. Those comments, as well as our response, included the following:*

- @ Reinstatement of Community Services: The RAB supports the PHA's plan.*
- @ Comp-Grant Mod. Funding for moisture work in CA026-3: The RAB supports the PHA's plan.*
- @ Reduction of \$55,000 from the Management Improvements section for the Comp-Grant Budget designated for support programs: The RAB supports the PHA's plan.*
- @ Establishment of Lease to Own Home-Ownership Program: The RAB supports the PHA's plan.*

## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **Housing Authority of the County of Stanislaus** ("Contractor") on January 1, 2003.

### RECITALS

WHEREAS, the County has a need to provide a Security Deposit Loan program for StanWORKs recipients; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

### TERMS AND CONDITIONS

#### 1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

2.5 Payment of all services provided in accordance with the provisions of this contract contingent upon the availability of County, State and Federal funds.

3. TERM

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the

State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.5 Either party may terminate this agreement, by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers= Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best=s rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best=s rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

## 8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

10.1. Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this agreement for a minimum of five (5) years from the termination or completion of this agreement, or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

10.2. Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

10.3. Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

10.8 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

10.9 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

13. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Community Services Agency  
Attention: Contracts Administrator  
PO Box 42  
Modesto, CA 95353

To Contractor: Housing Authority of the County of Stanislaus  
Attention: Rich Chuban, Director  
PO Box 581918  
Modesto, CA 95358-0033

16. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any

party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

21. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

22. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**  
**COMMUNITY SERVICES AGENCY**

**HOUSING AUTHORITY OF THE**  
**COUNTY OF STANISLAUS**

By: \_\_\_\_\_

By:

Title: Director

Title: Director

Dated: \_\_\_\_\_

Dated:

**APPROVED AS TO FORM:**  
**COUNTY COUNSEL**  
**MICHAEL H. KRAUSNICK**

**COUNTY PURCHASING DEPARTMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Deputy County Counsel

Title: Purchasing Agent

Dated: \_\_\_\_\_

Dated:

## EXHIBIT A

INDEPENDENT CONTRACTOR SERVICES  
HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS  
SECURITY DEPOSIT GUARANTEE LOAN PROGRAM  
JANUARY 1, 2001 THROUGH JUNE 30, 2001

For Contractor to be reimbursed for these services, clients receiving services must be StanWORKs participants, not Welfare-to-Work sanctioned. Provider must include the full name, address, and social security number of the participant to verify eligibility. Any costs for clients not eligible will be disallowed.

### I. Scope of Work:

Contractor agrees to provide a Security Deposit Guarantee Loan Program, initially to serve approximately 200 StanWORKs families.

- A. Contractor will establish the "Security Deposit Fund Account".
- B. StanWORKs families will apply to receive Section 8 Rental Assistance.
- C. Upon securing a rental unit, the client will complete a request for Security Deposit Loan Program Application, Exhibit B.
- D. The approved clients will sign the repayment agreement, Agreement to Reimburse the Housing Authority of the County of Stanislaus, Exhibit C. The maximum security deposit loan, will not exceed 50% of the required security deposit.
- E. Contractor will send approved deposit loan amount directly to the property owner from the Security Deposit Fund Account.
- F. Contractor will establish an accounts receivable account for the client in the amount of the security deposit loan. Contractor will track monthly reimbursement by individual client and deposit all client payments back into the Security Deposit Fund Account.
- G. Clients will have twelve (12) months to repay their Security Deposit Loan.
- H. If the client defaults, default notices, Exhibit D, will be sent out by Contractor within 30 days of the date of default, and their Section 8 Rental Assistance Program will be terminated.

### II. Compensation:

Contractor shall be compensated for the services provided under this agreement as follows:

- A. Contractor will be paid \$79,400 to be deposited into the Security Deposit Fund Account. Security Deposit Loans will be made through this account to the property owner in amount not to exceed one half of the security deposits costs as follows:

<u># of Families</u>	<u># of Bedrooms</u>	<u>Security Deposit</u>	<u>Maximum Loan Amount</u>	<u>Total</u>
96	Two Bedroom Unit	\$ 650	\$325	\$31,200
88	Three Bedroom Unit	900	\$450	\$39,600
14	Four Bedroom Unit	1,050	\$525	\$ 7,350
2	Five Bedroom Unit	1,250	\$625	\$ 1,250

- B. In addition, an Administrative Fee will be paid, based on 10% of the individual client security deposit loan amount. The Administration Fee will not exceed a maximum of \$7,940. The total contract amount shall not exceed \$87,340.00 for the period January 1, 2001 through June 30, 2001.
- C. Within thirty (30) days following month of service, the Contractor will submit a signed invoice for Loan Administrative Fees listing client name and social security number, number of bedrooms in the rental unit, loan amount and billing amount of administrative fees. In addition, Contractor shall submit a signed invoice to County detailing monthly loan transactions listed by individual client names, address, and social security numbers, loan amounts and loan payments.
- D. County will not pay for unauthorized services rendered by Contractor nor for the claimed services which County monitoring shows have not been provided as authorized.
- E. Upon termination of this contract Contractor will remit all funds in the Security Deposit Fund Account to County. Any subsequent funds received through the loan payment process will returned to the County after Contractor payment processing.

Resident Advisory Committee  
Member List  
2003

**Low Rent**

1. Renata Saing  
1711 Pelton Ave.  
Modesto, CA 95351
2. Cynthia King  
1614 Randazzo Ave.  
Modesto, CA 95350
3. Efren Rodriguez  
3708 Coffee Rd. #M  
Modesto, CA 95355

**Section 8**

1. Charmaine Champagne  
2300 Oakdale Rd. #157  
Modesto, CA 95355
2. Joyce Guyton  
2800 W. Rumble Rd. #K-2  
Modesto, CA 95350

## **Attachment U**

### **HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS**

**Board of Commissioners - Appointed by the Stanislaus County Board of Supervisors**

**Tenant Commissioners-**

**Frank Courtney  
3109 Conant Avenue #23  
Modesto, California 95350**

**Term Expires 12/31/02**

**Jenice Sechler  
704 Imperial Avenue  
Modesto, California 95358**

**Term Expires 12/31/02**

## **Attachment W**

### **Voluntary Conversion of Public Housing Initial Assessment**

1. **How many of the PHA's Developments are subject to the initial assessment?**  
The PHA has 17 development subject to this assessment.
2. How many of the PHA's developments are not subject to the required initial assessments based on exemptions? The PHA has 0 development not subject to this assessment.
3. How many assessments were conducted for the PHA's covered developments? 14 assessments were conducted for the covered developments.
4. Identify PHA developments that may be appropriate for conversion. No PHA development was determined to meet the criteria as being "appropriate for conversion".

**The PHA of the County of Stanislaus therefore certifies to the following:**

**The PHA of the County of Stanislaus therefore certifies that it has reviewed each of its development operations as public housing; considered the implications of converting the public housing to tenant based assistance; and concluded that conversion of the development is : Inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion described at §972.200(c).**

## Section 8, Project Based Units

It is the intention of the Housing Authority of the County of Stanislaus to explore the feasibility of using Section 8 Project Based, Voucher Program to develop up to 100 units of Project Based, Voucher Program units in the Modesto Area. The Section 8 Project Based, Voucher Program is an appropriate option because units of tenant-based assistance are very limited and because Project Based Vouchers in conjunction with other HUD or federal programs would allow for targeting of special populations in need of special services which could be provided in the projects so developed.

**LEGAL NOTICE  
PUBLIC HEARING**

**THE HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS**

NOTICE IS HEREBY GIVEN that the Housing Authority of the County of Stanislaus will make available for public inspection the PHA's Plan Update for its 5 Year and Annual Plan. The Update covers Fiscal year 2003. The Update and other documents can be reviewed at the following locations:

Housing Authority - Patterson Office  
456 Eureka  
Patterson, CA 95363

Housing Authority - Westley Office  
608 Livingston Circle  
Westley, CA 95387

Riverbank Housing Authority  
3309 Stanislaus St.  
Riverbank, CA 95367

City of Modesto  
1010 10<sup>th</sup> St.  
Modesto, CA 95354

City of Ceres  
2720 2<sup>nd</sup> St.  
Ceres, CA 95307

City of Turlock  
156 S. Broadway  
Turlock, CA 95380

City of Oakdale  
280 N. 3<sup>rd</sup> Ave.  
Oakdale, CA 95361

City of Hughson  
7018 Pine  
Hughson, CA 95326

City of Patterson  
33 S. Del Puerto  
Patterson, CA 95363

City of Newman  
1162 Main  
Newman, CA 95360

County Library  
1500 I St.  
Modesto, CA 95354

The purpose of this Notice is to receive public comment and fulfill the federal requirements for review of this document. On the final day of the review period, a public meeting and a public hearing will be held to receive comment on July 15, 2003, at 5:30 PM at the following location:

Housing Authority of the County of Stanislaus  
1701 Robertson Road  
Modesto, CA 95351

Any and all persons having any comments on this document will be afforded an opportunity to state their comments. Written comments can be addressed to:

A.R. Chubon, Executive Director  
P.O. Box 581918  
Modesto, CA 95358