AGREEMENT BIBLIOGRAPHY

Agreement With:	Housing Authority
Agreement Type:	Home Investment Partnership Program Subrecipient Agreement
Date Approved:	02 25 2014
Start Date:	01 01 2014
End Date:	06 30 2016
Contract Amount:	N/A
Comments:	Neighborhood Improvement
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HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF GARDEN GROVE AND GARDEN GROVE HOUSING AUTHORITY

This Agreement is made and entered into this 1st day of July, 2013, by and between the CITY OF GARDEN GROVE, a municipal corporation of the State of California, hereinafter referred to as "CITY," and GARDEN GROVE HOUSING AUTHORITY, a municipal corporation under the laws of the State of California, hereinafter referred to as "SUBRECIPIENT."

RECITALS

The following recitals are a substantive part of this Agreement:

1. The CITY has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD) under title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.;

2. The CITY has as a HOME Investment Partnerships (HOME) participating jurisdiction made the certification about inclusion in its Consolidated Plan of using HOME funds for tenant-based rental assistance in accordance with 24 CFR 91.225(d)(1), 91.325(d)(1), or 91.425(a)(2)(i), and has specified local market conditions that lead to the choice of this option.

3. The CITY wishes to engage the SUBRECIPIENT to operate the HOME Tenant Based Rental Assistance Program to provide rental housing assistance payments to low income families ("PROJECT"); and

4. The provision of this service is an eligible expenditure of available HOME funds of CITY as a Tenant Based Rental Assistance activity that helps the City to provide rental housing payments for low-income families under the requirements found at 24 CFR 92.209.

AGREEMENT

The parties mutually agree as follows:

1. Term of Agreement. This Agreement shall cover services rendered from January 1, 2014 until June 30, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of HOME funds or other assets, including program income.

2. Services to be Provided. The SUBRECIPIENT is to perform all the services

("SERVICES") set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this reference. The Scope of Services includes the following components:

2.1 Activities. The SUBRECIPIENT will be responsible for administering the PROJECT with Fiscal 2013-14 HOME Program funds to Garden Grove residents in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds.

1) Program Delivery. The Scope of Services includes a complete description of each activity eligible under the HOME Program, the products or services to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

2) General Administration. A description of the SUBRECIPIENT's general administrative services to be performed in support of the activities noted in the Scope of Services, including a schedule for the completion of these services and goals shall be included in the Project Description. The PROJECT will include activities eligible under the HOME Program.

2.2 Level of Accomplishment-Goals and Performance Measures. The Scope of Services is to include measurements for each activity per quarter and year-to-date.

2.3 Performance Monitoring. The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

3. **Compensation.** SUBRECIPIENT shall be compensated as follows:

3.1 Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed TWO MILLION FIVE HUNDRED THOUSAND Dollars ($2,500,000). Payment shall be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standard specified in 24 CFR 84.21.

3.2 Not Exceed. Compensation under this Agreement shall not exceed $2,500,000. If the cost of providing the SERVICES exceeds $2,500,000, the SUBRECIPIENT shall be responsible for all additional costs. If the cost of services provided is less than $2,500,000, the CITY shall retain all unused funds.

3.3 Budget. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget, Exhibit A herein, and in accordance with the payment procedures set forth in Section 5.3 of this Agreement.

4. General Conditions. During the performance of this Agreement, the SUBRECIPIENT agrees as follows:

4.1 General Compliance. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the U.S. Housing and Urban Development regulations concerning HOME Investment Partnerships Program (HOME)) including subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 92.352 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

4.2. Notices. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Address of CITY is as follows:

City of GARDEN GROVE
Attn: Susan Emery
Community Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

With One (1) Copy to:

City of Garden Grove
Attn: City Attorney
City Attorney's Office
11222 Acacia Parkway
Garden Grove, CA 92840

Address of SUBRECIPIENT:

Garden Grove Housing Authority
11277 Garden Grove Blvd, Suite 101-C
Garden Grove, CA 92840

4.3. Independent Contractor. Nothing contained in this Agreement is intended to,

or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of the SUBRECIPIENT and shall not be deemed to be those of the CITY; no CITY officer, agent, or employee shall be under control or supervision of the SUBRECIPIENT, and no SUBRECIPIENT officers, agents or employees (including volunteers), shall have any entitlement to wages, pension, civil service, or any status or rights with the CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

4.4. Hold Harmless. SUBRECIPIENT agrees to protect, defend, and hold harmless the CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by the SUBRECIPIENT, the SUBRECIPIENT'S agents, officers, employees, subcontractors, or independent contractors hired by the SUBRECIPIENT. The only exception to the SUBRECIPIENT'S responsibility to protect, defend, and hold harmless the CITY, is due to the sole negligence of the CITY, or any of its elective or appointive boards, officers, agents, or employees. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the SUBRECIPIENT.

4.5. Workers' Compensation. For the duration of this Agreement, the SUBRECIPIENT and all subcontractors, consultants, and agents shall maintain Workers' Compensation Insurance in the amount and type required by law California Law, if applicable.

4.6 Insurance. The SUBRECIPIENT is a Division of the CITY and is insured by the CITY.

4.7. City Recognition. The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

4.8. Amendments. The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

4.9. Suspension or Termination. In accordance with 24 CFR 85.43, the CITY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

B. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;

C. Ineffective or improper use of funds provided under this Agreement; or

D. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

5. Administrative Requirements.

5.1. Financial Management.

A. Accounting Standards. The SUBRECIPIENT agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles. The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5.2. Documentation and Record Keeping.

A. Records to be Maintained. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.

2) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

3) Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.

4) Records demonstrating that each family is income eligible in accordance with § 92.203.

5) Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of § 92.209(c), including the tenant preference requirements, the rent reasonableness requirements of § 92.209(f), the maximum subsidy provisions of § 92.209(h), HQS inspection reports, and calculation of the HOME subsidy.

6) If HOME funds are used for tenant-based rental assistance, records supporting the participating jurisdiction's Consolidated Plan certification in accordance with 92.209(b), including documentation of the local market conditions that led to the choice of this option; written selection policies and criteria; supporting documentation for

preferences for specific categories of individuals with disabilities; and records supporting the rent standard and minimum tenant contribution established in accordance with § 92.209(h).

7) Records demonstrating that each lease for a tenant receiving tenant-based rental assistance and for an assisted rental housing unit complies with the tenant and participant protections of § 92.253. Records must be kept for each family.

8) HOME funds are used for tenant-based rental assistance or rental housing, records evidencing that not less than 90 percent of the families receiving such rental assistance meet the income requirements of § 92.216.

9) Records documenting compliance with the fair housing and equal opportunity components of the HOME program;

10) Records demonstrating compliance with the lead-based paint requirements of part 35, subparts A, B, J, K, M and R of this title.

11) Records supporting exceptions to the conflict of interest prohibition pursuant to § 92.356.

12) Financial records as required by 24 CFR 92.505, 24 CFR 92.508(5) and 24 CFR 84.21–28; and

13) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Retention. The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

C. Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for

determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

D. Disclosure. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited by all applicable state and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Closeouts. The SUBRECIPIENT's obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: Making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over HOME funds, including program income.

F. Audits & Inspections. All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning subrecipient audits and OMB Circular A-133.

5.3 Reporting and Payment Procedures.

A. Program Income. The SUBRECIPIENT shall report quarterly all program income (as defined at 24 CFR 92.2) generated by activities carried out with HOME funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations,

the SUBRECIPIENT may use such income during the agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the CITY at the end of the agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

B. Indirect Costs. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.

C. Payment Procedures. The CITY will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and not to exceed actual cash requirements. Payments are to be adjusted by the CITY in accordance with advanced fund and program income balances available in SUBRECIPIENT accounts. In addition, the CITY reserves the right to liquidate funds available under this Agreement for costs incurred by the CITY on behalf of the SUBRECIPIENT.

D. Progress Reports. The SUBRECIPIENT shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

5.4 Procurement.

A. Compliance. The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement as provided for herein.

B. OMB Standards. Unless specified otherwise within this Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

C. Travel. The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5.5 Use and Reversion of Assets.

A. The SUBRECIPIENT shall transfer to the CITY any HOME funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

B. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the CITY for the HOME program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment less the percentage of non-HOME funds used to acquire the equipment.

6. Relocation, Real Property Acquisition and One-for-One Housing Replacement.

The SUBRECIPIENT agrees to comply with the following:

A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 92.353; and

B. The requirements of 24 CFR 92.353(e) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and

C. The requirements in 24 CFR 92.353(d) governing optional relocation policies, unless the CITY preempts such policies; and

D. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 92.353(c)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME-assisted project; and

E. The SUBRECIPIENT also agrees to comply with all applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

7. Personnel & Participant Conditions.

7.1. Civil Rights.

A. Compliance.

The SUBRECIPIENT agrees to comply with all local and State civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. Nondiscrimination.

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, executive orders referenced in 24 CFR 92.350, as revised by Executive Order 13279, and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

C. Land Covenants.

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 92.202. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

D. Section 504.

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

7.2. Affirmative Action.

A. Approved Plan.

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

B. Women- and Minority-Owned Business Enterprise (W/MBE).

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

C. Access to Records.

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

D. Notifications.

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

E. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

F. Subcontract Provisions.

The SUBRECIPIENT will include Section 7.1(a), Civil Rights, and Section 7.2, Affirmative Action, specifically or by attached reference, in every subcontract or purchase order, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

7.3 Employment Restrictions.

A. Prohibited Activity.
The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: Political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

B. OSHA.

Where employees are engaged in activities not covered under the Occupational Safety Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings that are unsanitary, hazardous, or dangerous to the participants' healthy or safety.

C. Labor Standards.

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Section 3 Clause.

1) Compliance.
Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal financial assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

> "The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

2) Notifications.

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3) Subcontracts.

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

7.4 Conduct.

B. Assignability.

The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

C. Subcontracts.

1) Approvals.

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

2) Monitoring.

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3) Content.

The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4) Selection Process.

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

D. Hatch Act.

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Conflict of Interest.

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 92.346, which include (but are not limited to) the following:

1) The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and the administration of contracts supported by Federal funds.

2) No employee, officer or agent consultant, officer, or elected official or appointed official of the SUBRECIPIENT which are receiving HOME funds shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during

their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, subcontractor, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.

F. Lobbying.

The SUBRECIPIENT hereby certifies that:

1) No Federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3) It will require that the language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and

4) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

G. Copyright.

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

H. Religious Activities.

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 92.257(b), such as worship, religious instruction, or proselytization. An organization that is awarded direct HUD funds may still engage in inherently religious activities providing they are voluntary for participants in HUD-funded activities and occur separately in time or location from the HUD-funded activities. An organization receiving HUD funds may not restrict HUD-funded services or housing to people of a particular religion or religious denomination.

8. Environmental Conditions.

8.1 Air and Water.

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

A. Clean Air Act, 42 U.S.C., 7401, *et seq.*;

B. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;

C. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

8.2 Flood Disaster Protection.

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

8.3 Lead-Based Paint.

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355, and 24 CFR Part 35, Subpart B. Such regulations pertain to all HOME-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

8.4 Historic Preservation.

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, and any and all local ordinances insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

9. Severability.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

11. Waiver.

The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12. Entire Agreement.

This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Garden Grove has caused this Agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

[SIGNATURE PAGE FOLLOWS]

SUBRECIPIENT	CITY
GARDEN GROVE HOUSING AUTHORITY, a municipal corporation	CITY OF GARDEN GROVE, a municipal corporation
By: _____ Matthew J. Fertel	By: _____ Matthew J. Fertel
Executive Director	City Manager
Dated: 02, 27, 2014	Dated: 02. 27 2014
Approved as to Form:	Attest:
By: _____ Tom Nixon City Attorney	By: _____ Kathleen Bailor City Clerk
Dated: 8/19/13	Dated: 3/3/2014

EXHIBIT A

SCOPE OF SERVICES AND BUDGET
FY 2013-2014

GARDEN GROVE HOUSING AUTHORITY

ADMINISTRATIVE PLAN

GARDEN GROVE

ADMINISTRATIVE PLAN

Update/Revision

	September, 1981
Update	October 11, 1982
Update	March 11, 1983
Revision	August 1, 1985
Update	December 9, 1985
Revision	July 14, 1986
Update	September 29
Update	April 20, 1987
Update	January 18, 1988
Update	June 10, 1988
Update	November 1, 1988
Update	February 21, 1989
Update	March 20, 1989
Update	April 16,1990
Update	February 19, 1991
Update	April 16, 1991
Revision	May 19, 1992
Update	June 21, 1992
Update	August 17, 1993
Update	November 25, 1995
Update	June 27, 1999
Revision	March 28, 2000
Revision	October 28, 2003
Update	June 1, 2004
Update	April 1, 2005
Revision	November 1, 2008
Update	December 9, 2009
Update	November 1, 2010
Update	December 1, 2011
Update	February 1, 2013
Revision	May 28, 2013

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SCOPE OF SERVICES AND BUDGET

A. Scope of Services

The City of Garden Grove's is subcontracting with the Garden Grove Housing Authority (GGHA) to administer a $2,500,00 HOME funded Tenant-Based Rental Assistance (TBRA) program. In that regard, between July 1, 2013 and June 30, 2014, the GGHA will provide affordable decent housing via TBRA to very low-income households.

The HOME TBRA program is to be operated as a companion program to the GGHA's Section 8 Housing Choice Voucher Program. In doing so, the TBRA program is to be administered in accordance with (a) policies and procedures that are detailed in the GGHA's Administrative Plan (Updated February 1, 2013 - Revision May 28, 2013) and (b) adhere to the HOME Final Rule, as may be amended, including the following key elements to the scope of services.

- *Tenant selection.* GGHA is to select families in accordance with GGHA's Administrative Plan written tenant selection policies and criteria that are consistent with the following:

  Low-income families. Tenant-based rental assistance will only be provided to very low-income families determined eligible prior to providing rental housing assistance. During the period of assistance, the GGHA is to annually determine that the family remains income eligible.

  Existing tenants in the HOME-assisted projects. The GGHA is to include the following local preferences for the provision of this assistance:
    1. Garden Grove Resident
    2. All U.S. Veterans and widows of veterans
    3. Victims of Domestic Violence

- *Boundaries of assistance*. The GGHA will require the family to use the tenant-based assistance within boundaries of Garden Grove.

- *Term of rental assistance contract*. The term of the rental assistance contract will extend for up to 24 months. The contract may be renewed, contingent upon the availability of HOME funds.

- *Rent reasonableness*. The GGHA is to conduct a rent reasonableness test predicated upon rents that are charged for comparable unassisted rental units.

- *Occupancy standards*. The GGHA's Administrative Plan discusses subsidy standards, which include the general guidelines for occupancy and exceptions that may be granted. The occupancy table can be found in the Administrative Plan on page 7-2.

- *Tenant protections*. The lease must comply with the requirements in §92.253 (a), in which the lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by

mutual agreement between the tenant and the owner; and §92.253(b), which prohibits certain lease terms, e.g., agreement to be sued and waiver of notice.

- *Maximum subsidy*. The GGHA will pay on behalf of a family is not to exceed the difference between a payment standard for the unit size established by the GGHA and 30 percent of the family's monthly adjusted income. The GGHA is to establish a minimum tenant contribution to rent. The GGHA's rent standard for a unit size is to be based on not less than 80 percent of the published Section 8 Existing Housing fair market rent (in effect when the payment standard amount is adopted) nor more than the fair market rent.

- *Housing Quality Standards*. Housing occupied by a family receiving tenant-based assistance under this section must meet the requirements set forth in 24 CFR 982.401, and each housing unit is to be inspected initially and re-inspected it annually.

- *Program operation*. The TBRA is to be provided through an assistance contract to an owner that leases a unit to an assisted family or directly to the family. The GGHA is to review all leases to verify that the lease has no prohibited terms, and that any lease term that is less than one year of length is mutually agreeable.

- *Use of Section 8 assistance*. Should Section 8 become available, recipients of TBRA will qualify for tenant selection preferences to the same extent as when they received TBRA. Families who receive HOME TBRA and are also on the Section 8 waiting list will remain on the waiting list. If a Section 8 voucher becomes available and the next eligible family on the Section 8 waiting list is a HOME TBRA recipient, that family will be offered a Section 8 voucher.

- *Goals and Performance Measures*. Between July 1, 2013 and June 30, 2014, GGHA will provide TBRA housing vouchers for up to 180 qualified Garden Grove residents. GGHA will submit to the City of Garden Grove Community Development Department quarterly reports on the form attached hereto by October 15, January 15, April 15, and July 15 over the duration of this agreement.

B. Project Budget:

Total TBRA budget	$2,500,000.

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was originally enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements. The program has undergone several name changes through the years and is now known as the Housing Choice Voucher Program (HCVP). The program is administered through federal regulations and the local housing authority's Administrative Plan.

JURISDICTION

The jurisdiction of the Garden Grove Housing Authority (GGHA) is within the city limits of the City of Garden Grove. The Garden Grove Housing Authority's office is located at 11277 Garden Grove Boulevard Suite 101-C, Garden Grove, Calif. 92842. The GGHA is a division within the Community Development Department of the City of Garden Grove.

A. MISSION STATEMENT

The mission of the Community Development Department is "to provide quality services through creativity and collaboration".

B. LOCAL OBJECTIVES

There is a critical need for affordable housing, which is also decent, safe and sanitary within the jurisdiction of the Garden Grove Housing Authority. GGHA meets those needs by administering the HCVP available through the Department of Housing & Urban Development (HUD). The GGHA's objectives include:

1) Applying for additional Housing Choice Vouchers when funding is available.
2) Improving the quality of assisted housing through applying Housing Quality Standards and local building codes.
3) Increase assisted housing choices by participating in a Mobility Agreement with Santa Ana, Orange County and Anaheim Housing Authorities. This agreement allows participants to expand their housing choices.
4) Conduct outreach efforts to potential voucher landlords.
5) Increase voucher payment standards as needed in order to address affordability issues for participants.
6) Encourage economic self-sufficiency of assisted families through the Family Self-Sufficiency Program.

7) Ensure equal opportunity and affirmatively further fair housing by undertaking affirmative measures to ensure access to the HCVP regardless of race, color, religion, national origin, sex, familial status, and disability.

8) Continue to ensure consistency with Garden Grove's Consolidated Plan, the Garden Grove Housing Authority's Five-Year and One-Year Plans, and the Garden Grove Housing Authority's Administrative Plan by continuing to participate in the development and preparation of the City's Consolidated Plan and Action Plans.

9) Continue to maintain a high level of customer service through continued staff training.

10) Maintain program integrity by ensuring that all federal regulations are observed.

11) Research and apply for additional funding sources to augment rental subsidies.

12) Increase awareness of our programs in the local community and expand the level of family, owner, and community support of the program.

13) Maintain a high-level of standards and professionalism in the day-to-day management of our programs.

14) Administer an efficient, high-performing agency through continuous improvement of the Housing Authority's support system and commitment to its employees and their development.

15) Provide guidance in the administration of the Housing Authority's programs to ensure compliance with HUD requirements, including maintaining complete and well-organized records, and facilitating HUD's monitoring and reviews of the Housing Authority's operations.

C. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for implementation of the HCVP in a manner consistent with HUD regulations and local goals and objectives contained in the Five-Year and Annual Plans.

The GGHA is responsible for complying with all changes in HUD regulations pertaining to the HCVP. If such changes conflict with the Administrative Plan, HUD regulations will have precedence. The Garden Grove Housing Authority Commission must approve the original Plan and any substantive changes.

D. ADMINISTRATIVE FEE RESERVE

Expenditures from the Administrative Reserve (Operating Reserve) for other housing purposes shall not exceed $25,000 per occurrence nor more than $100,000 in the aggregate for each fiscal year without the prior approval of the Housing Authority (City Council) of the City of Garden Grove, if allowed by HUD regulations.

E. RULES AND REGULATIONS

This Administrative Plan is set forth to define the GGHA's local policies for operation of the housing programs in the context of Federal Laws and Regulations. Such Federal regulations, HUD Memos, Notices and Guidelines, or other applicable law governs all issues related to Section 8 not addressed in this document.

F. FAIR HOUSING POLICY

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing protected classes of the Fair Housing Act and Equal Opportunity in Housing and Employment.

The GGHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the HCVP on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the GGHA will provide Federal/State/local information to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session and all applicable Fair Housing Information and Discrimination Complaint forms will be made a part of the voucher holder's briefing packet. They will also be available upon request at the front desk.

All Housing Authority staff will be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families; including providing reasonable accommodations to persons with disabilities as a part of the overall commitment to quality customer service.

Fair Housing posters are posted in the Housing Authority office lobby and the equal opportunity logo will be used on specific outreach materials. When available, staff will attend local Fair Housing update training sessions sponsored by HUD and other local organizations to keep current with new developments.

The Housing Authority of the City of Garden Grove office is accessible to persons with disabilities. The TTD/TDY telephone service provider provides accessibility for the hearing impaired. A sign language interpreter will be provided as long as the request is made in ample time to accommodate the applicant or participant.

G. REASONABLE ACCOMMODATION POLICY

It is the policy of this GGHA to be service-directed in the administration of our housing programs and to exercise and demonstrate a high level of professionalism while providing housing services to families. The purpose of the Reasonable Accommodation Policy is to comply with and implement pertinent laws and regulations, which provide for non-discrimination and accessibility in federally funded housing programs for persons with disabilities. The GGHA shall make reasonable adjustments to their rules, policies, practices and procedures in order to enable an applicant or participant with a disability to have an equal opportunity to access the HCVP. If providing the accommodations would result in a fundamental alteration in the nature of the HCVP or an undue financial or administrative burden, then the GGHA need not provide the accommodation, however it may present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the GGHA (i.e., waiving a family obligation). An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the GGHA.

A participant with a disability must request a change to a policy or practice as an accommodation of his or her disability before the GGHA will treat a person differently than anyone else. The GGHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities. To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following Americans with Disabilities Act (ADA) definition:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances.

The GGHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Rehabilitated former drug-user and alcoholics are covered under the American Disabilities Act (ADA). However, a current drug-use is not covered. Individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug-use or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified participant with a disability is confirmed, the GGHA will require that a professional third party, competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the request is denied, then the GGHA will provide a decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal meeting with a Senior Specialist or Supervisor to review the GGHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible office. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

H. MANAGEMENT ASSESSMENT OBJECTIVES

The GGHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the GGHA is using its resources in a manner that reflects its commitment to quality and service. The GGHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators:

- Selection from the Waiting List
- Reasonable Rent
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- FMR/Exception Rent & Payment Standards
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections
- Annual HQS Inspections
- Lease-up
- Family Self-Sufficiency Enrollment and Escrow Account Balances

GGHA Supervisors and/or Senior Specialists will perform supervisory quality control reviews, on the following SEMAP factors:

- Selection from the Waiting List
- Rent reasonableness
- Determination of adjusted income
- HQS Enforcement
- HQS Quality Control

The annual sample of files and records will be selected in a random manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor.

I. RECORDS

In order to demonstrate compliance with HUD and other pertinent regulations, the GGHA will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and/or assess the GGHA's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits. GGHA will retain records and files for three years from the date of termination from the program. Files, which are older than three years, will be properly disposed of through use of a documentation destruction company to protect the confidentiality of their contents.

J. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/GGHA will release family information.

The GGHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

The GGHA's practices and procedures are designed to safeguard the privacy of applicants and program participants.

GGHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff, will result in disciplinary action.

Chapter 2

ABOUT THE AUTHORITY

The Garden Grove Housing Authority (GGHA) was created on June 10, 1975. The Section 8 rental assistance programs are federally funded and administered for the City of Garden Grove by the Garden Grove Housing Authority, a division of the Community Development Department.

Administration of the HCV Program and the functions and responsibilities of the Housing Authority (GGHA) staff shall be in compliance with the City of Garden Grove's Administrative Regulations, Personnel Policies and the Department of Housing and Urban Development's (HUD) HCV Regulations as well as all Federal, State and local Fair Housing Laws and Regulations. The Mayor and City Council of the City of Garden Grove act as the Housing Authority Commission in governing the GGHA. In addition, two tenant commissioners are appointed to the Housing Authority to serve with the City Council members.

The City Manager serves as the Executive Director of the Housing Authority and administers policy as prescribed by the Commission. The Community Development Director acts in the absence of the Executive Director and the Deputy Director is responsible for the day-to-day operation of the Housing Authority.

The GGHA staff consists of twenty-three (23) full-time positions, with support from other City departments, such as Finance, Information Systems, Building and Safety, and the City Clerk. The responsibilities of the Authority staff are generally organized into five main functions. Administrative; Eligibility; Inspection; Family Self-Sufficiency (FSS); and Clerical.

ADMINISTRATIVE

The Deputy Director and two Supervisors are responsible for the day-to-day operation of HCVP. The administrative staff is responsible for:

- Administering the HCVP according to federal regulations and developing policies and procedures for the Administrative Plan
- Submitting grant applications for new programs and additional funding when available
- Conducting informal review and hearings
- Preparation of budgets and assisting in financial reports
- Controlling and monitoring of HCVP allocations
- Supervising staff
- Quality Control
- Tenant Integrity

ELIGIBILITY

This section is responsible for:

- Applications
- Intake and maintenance of the Waiting List
- Establishing and verifying eligibility and federal preferences of applicants for the program
- Issuing housing choice vouchers
- Briefing of applicants regarding the program rules and their responsibilities while on the program
- Conducting interim and annual recertifications for program participants to establish rent portions and continued program eligibility
- Identifying and investigating cases of fraud
- Tenant repayment agreements
- Fraud investigations and terminations
- Reporting to PIH Information Center (PIC) and monitoring Section 8 Management Assessment Program (SEMAP) indicators
- Counseling participants having problems to ensure their continued participation on the rental assistance program
- Processing tenants that are exercising both portability and mobility, either as incoming or outgoing voucher holders

INSPECTION

This section is responsible for:

- HCVP rent determinations
- Contract negotiations
- Initial, annual and special inspections; HQS and local code compliance
- Inter-jurisdictional mobility inspections
- Fraud detection
- Rent Reasonableness determinations
- Quality Control Inspections
- Owner/ tenant issues
- Counseling tenants on normal maintenance of their units

FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

The Family Self-Sufficiency (FSS) staff is responsible for:

- Coordinating with educational facilities, service providers and other agencies to provide education and support services for participants of the FSS program
- Participating as staff liaison for the Program Coordinating Committee (PCC)
- Providing outreach to Section 8 participants to inform them of the availability of the FSS program
- Initiating FSS contracts
- Assisting participants in meeting their interim goals and completing the contract
- Assisting participants who have completed their training or education goals to find employment in their field
- Establishing and maintaining participants escrow accounts

CLERICAL

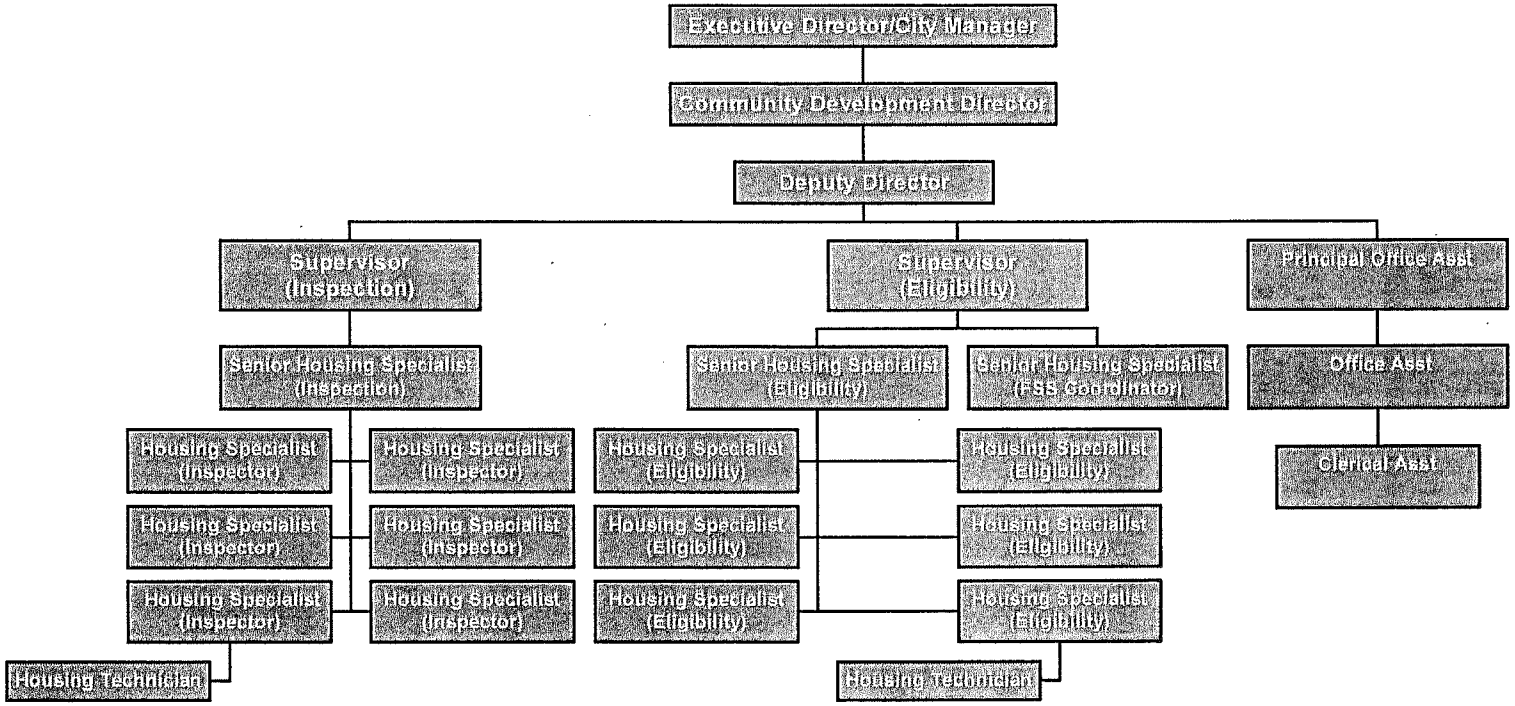
The clerical staff is responsible for:

- Maintaining files
- Answering phones
- Sorting mail
- Providing general information to the public
- Maintaining available unit listings
- Maintaining participant repayment records
- Providing reception duties in the main lobby
- Performing other clerical duties as needed

ORGANIZATIONAL CHART

The Attachment, which follows, shows the GGHA's current positions and how they are organized.

Garden Grove Housing Authority
Organizational Chart



Chapter 3

OUTREACH PROCEDURES

A. FAMILY OUTREACH

The GGHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families. When the GGHA's Waiting List is open, the GGHA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means. Communities served by GGHA's HCVP will be notified of the status and need for additional outreach. These notices will advise families that applications will be taken and the procedures by which they can apply.

To reach persons who cannot read the newspapers, the GGHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The GGHA will also utilize public service announcements.

The GGHA will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

Limited English Proficiency

In order to improve access to the HCVP for persons with limited English proficiency, (LEP) the GGHA has identified the highest frequency of LEP individuals coming into contact with the program, to be Vietnamese and Spanish speakers. Therefore, information will be provided in those languages. The Housing Authority has bilingual staff (Spanish and Vietnamese) to assist non-English speaking families, as well as to translate documents into Spanish and Vietnamese. In determining whether it is feasible to provide translation of documents written in English into other languages, the GGHA will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.
- Estimated cost to GGHA per client of translation of English written documents into the other language.
- The availability of local organizations to provide translation services to non-English speaking families.
- Availability of bilingual staff to provide translation for non-English speaking families.
- Literacy level of clients.
- Whether translations are permitted by the Department of Housing and Urban Development (HUD) or other agencies of their standard forms or documents.

Bilingual staffing will be hired whenever possible to assist applicants, participants and owners who have limited English proficiency. These staff members will have second language skills that reflect the general population of Garden Grove. The GGHA will attempt to hire bilingual staff in eligibility, inspection and reception.

The following positions are filled by bilingual staff:

Management:

Housing Manager	Vietnamese-speaking (1)

Eligibility:

Senior Housing Specialist	Vietnamese-speaking (2)
Housing Specialist	Vietnamese-speaking (4)
Housing Specialist	Spanish-speaking (2)

Inspection:

Senior Housing Specialist	Spanish-speaking (1)
Housing Specialist	Vietnamese-speaking (3)
Housing Specialist	Spanish-speaking (1)
Housing Technician	Chinese/Vietnamese speaking (1)

Clerical:

Principal Office Assistant	Vietnamese-speaking (1)
Office Assistant	Spanish-speaking (1)

B. OWNER OUTREACH

The GGHA encourages owners of decent, safe, and sanitary housing units to lease to HCV families. The inspection section involved in leasing activities will provide program information detailing the advantages and the protection the owner receives as a program participant.

The GGHA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

The GGHA maintains a list of units available for the HCV Program. When listings from owners are received, the GGHA staff will compile them by bedroom size. The listings are provided to eligible HCVP families who are seeking units. These units will not be pre-inspected nor will the proposed rent be pre-approved. An inspection will only be conducted after there is a tenant interested in renting a unit on the list. GGHA staff will use discretion in accepting units for the referral list that appear to meet HCVP guidelines. If a property has a history of failed inspections, excessive rents and/or the owner has violated a HCVP requirement, the GGHA reserves the right to prohibit the vacancy from being submitted on its referral list. The GGHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more

attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

Distribution of program brochures, flyers and other printed material are made available to recruit new owners, property managers, real estate companies and apartment associations. The GGHA will also utilize the City of Garden Grove's website for the dissemination of information and recruitment purposes.

The GGHA has active participation in the Apartment Owners Association of Orange County, a community based organization comprised of private property and apartment owners and managers.

The GGHA shall:

- Develop working relationships with owners, property management companies and apartment associations.
- Explain the program, including equal opportunity requirements and nondiscrimination requirements, including Fair Housing Amendments Act of 1988 and Americans with Disabilities Act, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.
- Make a concerted effort to keep owners informed of legislative changes in the HCV program.

C. OUTREACH TO THE DISABLED COMMUNITY

In administering the HCVP, the GGHA will ensure that eligible individuals with disabilities have adequate access to the program. The GGHA will encourage participation by owners who have accessible units, and assist the family in locating a suitable unit when a voucher is issued. The GGHA will take into consideration special needs when approving requests for time extensions on their HCV, approving rents in leasing a units and approving additional bedrooms when issuing HCV. These modifications to the GGHA's policy are explained under the "Reasonable Accommodation Policy" in Chapter 1.

Chapter 4

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This chapter defines both HUD and the GGHA's criteria for admission and denial of admission to the program. The policy of the GGHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The GGHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the GGHA pertaining to their eligibility.

A. ELIGIBILITY FACTORS

The GGHA accepts applications only from families whose head of household or spouse is at least 18 years of age or emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the GGHA.

The HUD eligibility criteria includes:

- Income limits
- Family composition
- Provision of social security numbers for all family members age six and older
- An applicant must furnish declaration of citizenship or eligible immigrant status and verification where required:

  "At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the GGHA may provide any financial assistance."

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

An applicant's initial eligibility for placement on the waiting list will be made in accordance with these factors, however they will not be verified until selection from the application pool for a HCV is achieved.

B. INCOME LIMITS

Annual income for admission shall not exceed the very low income (50% of median) limits established by HUD. HUD establishes those circumstances when a family may be eligible for assistance while exceeding the very low-income limits. They include those who are "continuously assisted". HUD requires income targeting, which states that 75% of new admissions by "extremely low income" (30% of median).

The family may be eligible for assistance if their income exceeds the very low or extremely low income limit in any of the following categories:

- A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 90 days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.
- A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of mortgage insurance contracts.
- A low-income family residing in units that are rehabilitated under the Project-Based Program or Moderate Rehabilitation Program, or a low-income family physically displaced by rental rehabilitation activity.

To determine if the family is income-eligible, the GGHA compares the annual income of the family to the applicable income limit for the family's size.

Families whose annual income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the GGHA.

C. FAMILY COMPOSITION

The applicant must qualify as a "family." A "family" may be a single person or a group of persons:

- Two or more persons sharing a residence whose income and resources are available to meet the family's need and who are either related by blood, marriage, adoption, or have evidenced a stable family relationship. This may be demonstrated by joint checking/savings accounts and/or joint tenancy documents. Lodgers or visitors may not be included.
- An elderly family or single person
- Disabled family
- The remaining member of a tenant family
- Displaced family

A family shall also include a person who is temporarily away from home because of placement in foster care and is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to increase the number of bedrooms available for other family members.

A family shall also include a member of the US Armed Forces who is absent from the family, regardless of the length of their absence, if they intend to return to and reside with the family and their income and resources are available for use in meeting the living expenses of the family.

A family also includes:

> Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship. Two or more elderly or disabled persons living together, or one or more elderly, near elderly, or disabled persons living with one or more live-in aides is a family.

Head of Household

The head of household is the adult member of the household who is designated by the family as head of household, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

Spouse of Head

Spouse is a marriage partner either wife or husband of the head of household.

The relationship would require a divorce for dissolution. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of households.

Co-Head

A co-head is an individual in the household who is equally responsible for the lease with the head of household. A family may have a spouse or co-head of household, but not both. A co-head of household never qualifies as a dependent.

Live-in Attendants

A family may include a live-in aide provided that such live-in aide:

- Is determined by the GGHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A live-in aide may only reside in the unit with the approval of the GGHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61), or disabled. Verification may include the hours the care will be provided.

At any time, the GGHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits or has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits or has committed drug-related criminal activity or violent criminal activity; or a background check reveals registered sex-offender status.
- The person currently owes rent or other amounts to the GGHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the GGHA will make the decision taking into consideration the following factors:

- Which family member applied as Head of Household.
- Which family unit retains the children or any disabled or elderly members.
- Restrictions that were in place at the time the family applied.
- Role of domestic violence in the split.
- Recommendations of social service agencies or qualified professionals, such as Children's Protective Services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the GGHA.

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

- The GGHA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. (See the chapter, "Establishing Preferences and Maintaining the Waiting List.")

Multiple Families in the Same Household

When families apply that consist of two families living together (such as a mother and father, and a daughter with her own husband or children), they will be treated as a family unit if they apply as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement, but live with one parent at least 51% of the time, will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

There will be a self-certification required of families who claim joint custody or temporary guardianship.

D. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members prior to admission. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All members ineligible. Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students. As defined by HUD in the non-citizen regulations are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

Verification of Status Before Admission. The GGHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

F. OTHER CRITERIA FOR ADMISSIONS

The GGHA may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the HCVP:

The family must not have violated any family obligation during a previous participation in the HCV program prior to final eligibility determination.

- The GGHA will make an exception, if the family member who violated the family obligation is not a current member of the household on the application.
- The family must pay any outstanding debt owed the GGHA or another PHA as a result of prior participation in any federal housing program within 30 days of PHA notice to repay.

- The GGHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the "Denial or Termination of Assistance" chapter. All adult members of an applicant family will be checked by one or more of the following: Garden Grove Police Department, Department of Justice, the National Credit Reporting Bureau, court conviction records, registered sex offender database, or another law enforcement agency.

G. TENANT SCREENING

The GGHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

The GGHA will not screen family behavior or suitability for tenancy. The GGHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before GGHA approval of the tenancy, the GGHA may inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as:

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others
- Compliance with other essential conditions of tenancy.

The GGHA may refer families with fair housing complaints to the Fair Housing Council of Orange County. The GGHA will advise the family to make a Fair Housing complaint. The GGHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing organization.

H. VIOLENCE AGAINST WOMEN ACT (VAWA)

No applicant for the HCV Program who has been a victim of domestic violence, dating violence or stalking shall be denied admission into the program if they are otherwise qualified.

I. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a Voucher and lease up may affect the family's eligibility or share of the rental payment. Ineligible families will be given the opportunity to appeal as outlined in the "Complaints & Appeals" chapter.

J. INELIGIBLE APPLICANTS

Applicants who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review. If an applicant is denied due to non-citizen status, they may request an informal hearing. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

Chapter 5

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the GGHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This chapter describes the policies and procedures for completing an initial pre-application for placement on the Waiting List, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the GGHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the Waiting List in accordance with this Plan.

A. OVERVIEW OF THE PRE-APPLICATION PROCESS

The purpose of the pre-application is to permit the GGHA to gather information and determine placement on the Waiting List. The pre-application will contain questions designed to obtain pertinent program information.

Families who wish to apply for the HCVP must complete a written pre-application form when the waiting list is open.

The application process will involve two phases: The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the Waiting List. The pre-application will be dated and time-stamped. The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the Waiting List. At this time the GGHA ensures that verification of all HUD and GGHA eligibility factors is current in order to determine the family's eligibility for the issuance of a Voucher.

B. OPENING/CLOSING OF THE WAITING LIST

The GGHA will utilize the following procedures for opening the Waiting List.

When the GGHA opens the Waiting List, the GGHA will advertise through public notice in newspapers, minority publications and media entities as well as social service agencies, libraries and non-profit groups as to the locations and dates that applications will be available. A partial listing of the resources are as follows:

- Orange County Register
- Garden Grove Journal
- Pennysaver
- Nguoi Viet Newspaper
- Korean Times
- La Opinión
- City of Garden Grove website

The notice will contain:

- The dates, times, and the locations where families may apply.
- The program for which pre-applications will be taken.
- A brief description of the program and eligibility criteria.
- Limitations, if any, on who may apply.

The notice will provide potential applicants with information that includes the GGHA address and telephone number, how to submit a pre-application, information on eligibility requirements, and the availability of local preferences.

In order to reach a wider audience, the GGHA will reserve the right to provide pre-applications online through its website.

If the Waiting List is open, the GGHA will accept pre-applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan.

Closing the Waiting List

The GGHA may stop pre-applications if there are enough applicants to fill anticipated openings for the next 12-24 months. The open period shall be long enough to achieve a Waiting List adequate to cover projected turnover and new allocations over the next 12-24 months. The GGHA will give at least 30 days notice prior to closing the list. When the period for accepting pre-applications is over, the GGHA will add the new applicants to the list by:

- Separating the new applicants into groups based on preferences.
- Ranking applicants within each group by date and time of application.

Who May Apply

When the Waiting List is open:

- Any family asking to be placed on the Waiting List for the HCV program will be given the opportunity to complete an application.

When the application is submitted to the GGHA:

- It establishes the family's date and time of application for placement order on the Waiting List.

C. "INITIAL" APPLICATION PROCEDURES

The GGHA will utilize a pre-application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, applicants will be referred to local social service agencies for assistance in completion of the form. The application form may also be mailed to the applicant. Application forms may be available on the City's website. Translation assistance may be provided for non-English speaking applicants.

The purpose of the pre-application is to permit the GGHA to preliminarily assess family eligibility or ineligibility and to determine placement on the Waiting List. Duplicate pre-applications, including pre-applications from a segment of an applicant household, will not be accepted.

Pre-applications will not require an interview. The information on the pre-application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

D. APPLICANT STATUS WHILE ON WAITING LIST

Applicants are required to inform the GGHA of all changes in writing. Applicants are also required to respond to requests from the GGHA to update information on their pre-application and to determine their continued interest in assistance.

After receipt of the pre-application, the applicant will be notified in writing. If the pre-application is submitted online, a receipt will be available for confirmation. The notice will contain the approximate waiting period before assistance may be offered, and will further explain that the estimated date is subject to factors such as turnover and available funding. All applications will receive confirmation of their pre-application.

E. TIME OF SELECTION

When funding is available, families will be selected from the Waiting List in their determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, the GGHA will not admit any other applicant until funding is available for the first applicant.

Based on the GGHA's turnover and the availability of funding, groups of families will be selected from the Waiting List to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

If an applicant requests to be placed back on the waiting list at the initial qualification interview, the GGHA will consider the request on a case-by-case basis. A disability and/or health emergency are examples of circumstances that warrant returning an applicant to the waiting list.

F. COMPLETION OF A FULL APPLICATION

All preferences claimed on the pre-application or while the family is on the Waiting List will be verified.

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the Waiting List.

At time of selection from the Waiting List, the family is scheduled for an interview. Families are given information in writing as to what documents will be necessary and the full application is explained.

Requirement to Attend Interview

The GGHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, which has been provided by the family, and ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other GGHA services which may be available.

The family's head of household is required to attend the interview and sign the housing full application. If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses two scheduled meetings, the GGHA will reject the application.

If an applicant fails to appear for a pre-scheduled appointment, the GGHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

If an applicant fails to appear for their second interview without prior approval of the GGHA, their application may be denied unless they can provide acceptable documentation to the GGHA that an emergency prevented them from calling.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible office. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See the chapter, "Informal Reviews and Hearings.")

All adult members must sign the following forms: HUD Form 9886, Release of Information, the Personal Declaration form, all supplemental forms as required by the GGHA, the declarations and consents related to citizenship/immigration status, and any other documents as required by the GGHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the GGHA.

If the GGHA determines at or after the interview that additional information or document(s) are needed, the GGHA will request the document(s) or information in writing or by phone. The family will be given at least ten (10) days to supply the information.

If the information is not supplied, in a specified time, the GGHA will provide the family a notification of denial for assistance. (See the chapter, "Informal Reviews and Hearing.")

G. VERIFICATION

Information provided by the applicant will be verified using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, preferences, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of the voucher.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the GGHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the GGHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the GGHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a Voucher and the family's orientation to the housing program.

Chapter 6

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

It is the GGHA's objective to ensure that families are placed in the proper order on the Waiting List and selected from the Waiting List for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the preferences that the GGHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences, and explains the GGHA's system of applying them.

By maintaining an accurate Waiting List, the GGHA will be able to perform the activities that ensure an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST

The GGHA uses a single Waiting List for admission to its HCV program.

Except for Special Admissions, applicants will be selected from the GGHA Waiting List in accordance with policies and preferences and income targeting requirements (required by HUD) defined in this Administrative Plan.

The GGHA will maintain information that permits proper selection from the Waiting List.

The Waiting List contains the following information for each applicant listed:

- Applicant Name
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of household
- Targeted program qualifications

B. SPECIAL ADMISSIONS

Special Admissions families will be admitted outside of the regular Waiting List process. They do not have to qualify for any preferences, nor are they required to be on the program Waiting List. The GGHA maintains separate records of these admissions.

Provided there is sufficient funding, the GGHA may allow special admissions for families in the following situations:

- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term;
- Mainstream for Persons with Disabilities;
- Displaced by an activity carried out by federal, state or local governmental body;
- Displaced by natural disaster, such as flood or fire and referred by a local, state, or federal agency;
- Displaced by a human-made disaster, such as a terrorist attack and referred by a local, state, or federal agency;
- Living in and referred from a homeless shelter with which the GGHA has an agreement;
- Living in a structure that has been deemed unsafe by the City's Building Department and referred by that agency.

C. LOCAL PREFERENCES

The GGHA will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the Waiting List.

Order of Selection

The GGHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the Administrative Plan. Local preferences will be used to select families from the Waiting List. Among applicants with equal preference status, the Waiting List will be organized by date and time.

The GGHA uses the following Local Preference priority system:

First Preference - Residency

Residents of the City of Garden Grove will be assisted prior to those families that are not residents. All families living or working in the City of Garden Grove, either at any time of a pre-application or during the time they are on the Waiting List, will be considered as residents. If a family has to move to another city, they will not lose their resident status.

Second Preference – U.S. Veteran Status

All veterans and widows of veterans will be assisted prior to those families that are not veterans. Veteran status as defined by the State of California's requirement of preference for veterans for low-income assisted housing

Third Preference – Domestic Violence

The GGHA will offer a local preference to families that have been subjected to or victimized by a member of the family or household within the past year. The GGHA will require evidence that the family has been displaced or about to be displaced as a result of violence in the home. Families are eligible for this preference if there is a proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. The following criteria are used to establish a family's eligibility for this preference:

- Actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family.
- An applicant may qualify for a preference for victims of domestic violence if the applicant vacated a unit because of domestic violence.
- An active restraining order may be considered as proof of domestic violence.
- The applicant must certify that the abuser will not reside with the applicant.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

Special Population

When the Authority receives funding that is designated for special populations, applicant selection from the Waiting List will be based on the specific criteria as defined by the funding regulations. Families and individuals meeting the specific criteria of the funding requirement will be assisted prior to families and individuals who do not qualify as a member of the special population designation. If there are not sufficient applicants from the Waiting List to meet the requirements of the funding, applications will be opened by direct referral from appropriate agencies or to the general public, dependent on the funding regulations.

Income Targeting

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the GGHA will reserve a minimum of 75% of its Section 8 new admissions for families whose income does not exceed 30% of the area median income. HUD refers to these families as "extremely low-income families." The GGHA will admit families who qualify under the extremely low-income limit to meet the income-targeting requirement, regardless of preference. The GGHA's income

targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act. The remaining twenty-five percent (25%) or less of all new participants may have a gross income, not to exceed 80% of the average median income of the county.

The GGHA is also exempted from this requirement where it is providing assistance to low-income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

Date and Time of Pre-application

Once the applicants have been assigned a preference, they will be selected for their Initial Qualifying (IQ) Interview by the date and time of their original pre-application to the GGHA for assistance. The income-targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act.

D. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION ASSISTANCE

At the time of application, an applicant's entitlement to a Local Preference may be made on the following basis:

- An applicant's certification that they qualify for a preference will be accepted without verification at the initial pre-application. When the family is selected from the Waiting List for the completion of the full application and final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the Waiting List without the Local Preference and given an opportunity for an informal review.

E. PREFERENCE AND INCOME TARGETING ELIGIBILITY

Change in Circumstances

Changes in an applicant's circumstances while on the Waiting List may affect the family's entitlement to a preference. Applicants are required to notify the GGHA in writing when their circumstances change.

When an applicant claims an additional preference, he/she will be placed on the Waiting List in the appropriate order determined by the newly claimed preference.

If the family's verified annual income, at final eligibility determination, does not fall under the extremely low-income limit and the family was selected for income targeting purposes, the family may be returned to the Waiting List.

F. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the Waiting List. At that time, the GGHA will obtain necessary verifications of preference at the interview and by third party verification.

G. PREFERENCE DENIAL

If the GGHA denies a preference, the GGHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review with senior level staff. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the Waiting List without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

H. REMOVAL FROM WAITING LIST AND PURGING

The Waiting List may be purged by a mailing to applicants to ensure that the Waiting List is current and accurate. The mailing will ask for confirmation of continued interest. Any mailings to the applicant that require a response will state that failure to respond may result in the applicant's name being dropped from the Waiting List. If an applicant fails to respond to a mailing from the GGHA or if a letter is returned by the Post Office without a forwarding address, the applicant will be inactivated from the waiting list. If the applicant contacts the GGHA within three years from the date of inactivation from the Waiting List, the applicant may be reinstated on the Waiting List based on their original date and time of pre-application.

If an applicant is removed from the Waiting List for failure to respond, they will not be entitled to reinstatement, unless a Housing Authority Supervisor determines there were circumstances beyond the person's control. If determined to have existed, a disability and/or health emergency would be acceptable to warrant reinstatement.

Chapter 7

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that GGHA establish subsidy standards that determine the number of bedrooms a family will be issued on their Housing Choice Voucher (HCV). The subsidy standards provide for the smallest number of bedrooms needed to house the family without overcrowding or conflicting with the space requirements of HUD's Housing Quality Standards. This chapter explains the subsidy standards that will be used to determine the voucher size, as well as the procedures applied when the number of persons in a family changes or a family selects a unit size that is different from the voucher.

A. DETERMINING HOUSING CHOICE VOUCHER SIZE

GGHA establishes the payment standard by bedroom size. A family may lease a larger size unit than their HCV bedroom size however, when a family initially leases a unit, their tenant portion may not exceed of 40% of the family's monthly-adjusted income. It is only after the initial lease term, that a HCV participant may choose to pay more than the 40%, provided they remain in the same unit.

All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements. The unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

One bedroom will generally be assigned for each two family members. GGHA does not determine who shares a bedroom/sleeping room. Consideration will be given for medical reasons and the presence of a live-in aide.

- Foster children will be included in determining unit size only if they will be in the unit for more than 6 months;
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family;
- Space may be provided for a child who is away at school, but who lives with the family during school breaks;
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military;
- A single pregnant woman with no other family members must be treated as a two-person family; and
- Single person families shall be allocated one bedroom.

These general guidelines are used when issuing Housing Choice Voucher bedroom classification:

HCV SIZE ISSUED	MINIMUM PERSONS IN HOUSEHOLD	MAXIMUM PERSONS IN HOUSEHOLD
0	1	1
1	1	2
2	3	4
3	5	6
4	7	8
5	9	10
6	11	12

B. EXCEPTIONS TO SUBSIDY STANDARDS

The GGHA shall grant exceptions from the subsidy a standard if requested by the family, and it is determined that the exceptions are justified due to the health or disability of family members, and/or other individual circumstances necessary for "reasonable accommodation". Circumstances which may dictate a larger size unit than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a verified medical or health reason certified by physician or elderly person(s) with disabilities who may require a live-in attendant as verified by a physician. The granting of the exception shall be at the discretion of GGHA.

C. CHANGES IN HOUSING CHOICE VOUCHER SIZE

Decrease in Family Size

If there is a change in family composition, which would result in a decrease in the bedroom size the family would be eligible for, the adjustment will be made at the time of re-examination, unless the family initiates a move. The family will be requested to meet with his/her caseworker to be briefed on moving procedures and the appropriate size voucher will be issued.

Increase in Family Size

The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the GGHA within 14 days. The GGHA may issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody. If the family wishes to move to a larger unit after it has been determined that they are entitled to an increase in voucher size, the family must meet with his/her caseworker to be briefed on moving procedures.

D. UNIT SIZE SELECTED

The family may select a different size dwelling unit than that listed on the voucher. There are three criteria to consider:

Subsidy Limitation: The family unit size as determined for a family under the GGHA subsidy standard for a family assisted in the Voucher Program is based on the GGHA's adopted payment standards. The payment standard for a family shall be the *lower of*:

- The payment standard amount for the family unit size; or
- The payment standard amount for the unit size rented by the family.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher.

Although the voucher size issuance is generally based on two persons per bedroom, the actual occupancy of the unit is relatively flexible and allows for a greater number of persons. According to HUD guidance, the living room may be used as a sleeping space, therefore the following standards are used for occupancy:

Unit Size	**Maximum in Household**
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 8

FACTORS RELATED TO TOTAL TENANT PAYMENT FAMILY SHARE AND FAMILY DETERMINATION

INTRODUCTION

The GGHA will use the methods as set forth in this Administrative Plan to verify and determine that family income reported at admission and at annual reexamination is correct. The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The GGHA's policies in this chapter address those areas that allow the GGHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME, ALLOWANCES AND DEDUCTIONS

Income: Includes all monetary amounts that are received on behalf of the family. For purposes of calculating the TTP, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted.

Annual Income: The gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income: The annual income minus any HUD allowable expenses and deductions.

The following are current HUD mandatory deductions and allowances from annual income. However, if HUD regulations change, the GGHA policy will be consistent with the new regulations.

- Dependent Allowance: $480 each for family members (other than the head of household or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- Elderly/Disabled Allowance: $400 per family for families whose head of household or spouse is 62 or over or disabled.

- Allowable Medical Expenses: Deducted for all family members of an eligible elderly/ disabled family.
- Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.
- Child Care Expenses: Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.

B. MINIMUM RENT

Minimum Rent

The GGHA has established a "Minimum Rent" of $50. Minimum rent applies only when the minimum rent is the highest amount in the TTP calculation.

Hardship Requests for an Exception to Minimum Rent

The GGHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The GGHA will review all relevant circumstances brought to the GGHA's attention regarding financial hardship as it applies to the minimum rent. The following section states the GGHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed.

Criteria for Hardship Exception

In order for a family to qualify for a hardship exception, the family's circumstances must fall under one of the following HUD hardship criteria:

1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
2. The family would be evicted because it is unable to pay the minimum rent.
3. Family income decreases because of changed family circumstances, including the loss of employment.
4. A death has occurred in the family.
5. Other circumstances determined by the GGHA or HUD.

Requests for the Hardship Exception

The GGHA will review all family requests for exception from the minimum rent due to financial hardships. All requests for minimum rent hardship exceptions are required to be in writing. Requests for minimum rent exception must include a statement of the family hardship that qualifies the family for an exception. The GGHA will request documentation as proof of financial hardship. Hardship exception determinations are subject to GGHA review and hearing procedures.

Suspension of Minimum Rent

The GGHA will suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption and continuing until the GGHA determines whether there is a qualifying financial hardship and whether such a hardship is temporary or long term.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the GGHA determines that there is no qualifying financial hardship, the GGHA will reinstate the minimum rent including back rent owed from the beginning of the suspension.

Temporary Hardship

If the GGHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The GGHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See the chapter "Owner and Family Debts to the GGHA" for the Repayment Agreement policy.)

Long-Term Duration Hardships

If the GGHA determines that there is a qualifying long-term financial hardship, the GGHA must exempt the family from the minimum rent requirements.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

C. ABSENCES

1. Definition of Absence:

a. Temporary Absence: "Temporary absent" is defined as away from the unit for more than 30 days.

b. Permanent Absence: "Permanent absent" is defined as away from the unit for 120 days in 12 months or 90 days consecutively, except as otherwise provided in this chapter.

2. Income Calculation of Absent Tenants:

The GGHA must compute all applicable income of every family member who is on the lease including those who are temporarily absent. In addition, the GGHA must count the income of the spouse or the head of household if that person is temporarily absent, even if that person is not on the lease.

Income of the persons permanently absent will not be counted and they will be removed from the Family Report (Form HUD-50058). If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The GGHA will evaluate absences from the unit using this policy.

3. Types of Absences & GGHA Policy for Absent Tenants:

a. Absence due to Medical Reasons:

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the GGHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 120 days in 12 months or 90 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the GGHA's "Absence of Entire Family" policy.

b. Absence due to Full-time Student Status:

Full time students who attend school away from the home will be treated in the following manner: A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of voucher size.

c. Absence due to Incarceration:

A family member will be considered permanently absent if he or she is incarcerated for 120 days in 12 months or 90 days consecutively.

The GGHA will determine if the reason for incarceration is for drug-related or violent criminal activity and take appropriate action.

d. Absence of Children due to Placement in Foster Care:

If the family includes a child or children temporarily absent from the home due to placement in foster care, the GGHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 180 days from the date of removal of the child/ren, the voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the GGHA's subsidy standards.

e. Absence of Entire Family:

The following policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the GGHA will terminate assistance in accordance with appropriate termination procedures contained in this Administrative Plan.

Families are required both to notify the GGHA before they move out of a unit and to give the GGHA information about any family absence from the unit.

Families must notify the GGHA at least 30 days before leaving the unit if they are going to be absent from the unit for more than 30 consecutive days.

If the entire family is absent from the assisted unit for more than 60 consecutive days, the assistance will be terminated.

If it is determined that the family is absent from the unit, the GGHA will continue assistance payments for a maximum of one month from the date that the GGHA determines that the family has vacated the unit.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the GGHA may:

- Contact property owners or managers.
- Write letters to the family at the unit.
- Telephone the family at the unit.
- Interview neighbors.
- Verify if utilities are in service.
- Check with the Postal Service.

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

If the absence that resulted in termination of assistance was due to a person's disability, and the GGHA can verify that the person was unable to notify the GGHA in accordance with the family's responsibilities, and if funding is available, the GGHA may reinstate the family as an accommodation if requested by the family, as long as the period was within 180 days.

f. Caretaker for Children:

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the GGHA will treat that adult as a visitor for the first 30 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the GGHA will review the status at 30-day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the GGHA will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, the GGHA will state in writing that the transfer of the voucher is for that limited time or as long as they have custody of the children. The GGHA will use discretion as deemed appropriate in determining any further assignation of the voucher on behalf of the children.

The GGHA may transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

When the GGHA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The GGHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

g. Visitors:

Any person not included on the HUD 50058 who has been in the unit more than a total of 30 days in a 12-month period, without GGHA approval, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household living there unauthorized.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose shall be considered as unauthorized permanent resident.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the GGHA will terminate assistance since prior approval was not requested for the addition.

Minors and college students, who were part of the family but now live away from home during the school year and are no longer on the lease, may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

4. Reporting increases in family composition to owner and GGHA:

Reporting changes in household composition to the GGHA is both a HUD and a GGHA requirement.

The family obligations require the family to request GGHA approval to add any other family member as an occupant of the unit and to inform the GGHA of the birth, adoption, or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

If the family does not obtain prior approval from the GGHA, any person the family has permitted to move in will be considered an unauthorized household member.

An interim reexamination will be conducted for any additions to the household following approval from the GGHA.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption, or court-awarded custody.

5. Reporting decreases in family composition to the GGHA:

Reporting changes in household composition is both a HUD and a GGHA requirement.

If a family member leaves the household, the family must report this change to the GGHA, in writing, within three weeks of the change and certify as to whether the member is temporarily absent or permanently absent.

The GGHA will conduct an interim evaluation for changes that affect the Total Tenant Payment. (Please refer to the chapter on Reexamination/ Recertification Process).

D. AVERAGING INCOME

When annual income cannot be anticipated for a full 12 months, the GGHA may:

- Average known sources of income that vary to compute an annual income, or
- Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime that the employer cannot anticipate for the next 12 months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source, and type of income.

E. MINIMUM INCOME

There is no minimum income requirement. Income of zero income families will be reviewed every three months using one or a combination of the following methods:

- Phone interview
- Office interview
- Expense Worksheet (in HAPPY)

Families that report zero income may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

If the family's expenses exceed their known income, the GGHA will make inquiry of the head of household as to the nature of the family's accessible resources.

F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the GGHA will calculate the income by using the following methodology:

- Exclude the income and deductions of the member if his or her income goes directly to the facility.

- or -

- Include the income and deductions of the member if his or her income goes to a family member.

G. REGULAR CONTRIBUTIONS AND GIFTS

GGHA must count as income regular contributions and gifts from persons outside the household for calculation of the Total Tenant Payment (TTP) unless the amount is less than $50.00 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter for further definition.)

If the family's expenses exceed its known income, the GGHA will inquire of the family regarding contributions and gifts.

H. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of TTP.

If the amount of child support or alimony received is less than the amount awarded by the court, the GGHA will use the amount awarded by the court unless the family can verify otherwise.

The GGHA will accept verification that the family is receiving an amount less than the award if:

- The GGHA receives verification from the agency responsible for enforcement or collection.
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

I. LUMP SUM RECEIPTS

Lump-sum receipts counted as family income

Lump-sum amounts that represent the delayed start of a periodic payment for anything other than SSI and SS benefits are included in annual income.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic amounts from SSI and SS benefits that are received in a lump sum or in prospective monthly amounts are excluded from annual income.

Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.

Lump-sum receipts counted as family assets

Lump-sum not intended as periodic payments 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, lottery winnings received in one payment, are excluded from annual income but may be included in assets.

Lump sums not intended as periodic payments are included in a family's assets only if the family retains some or all of the money in a form recognizable as an asset (savings account, CD). If a family were to spend the lump sum, the lump sum would not be counted as an asset.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

J. CONTRIBUTIONS TO RETIREMENT FUNDS – ASSETS

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
- After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The GGHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The GGHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy, a divorce or separation is not considered to be assets disposed of for less than fair market value.

The GGHA's minimum threshold for counting assets disposed of for less than Fair Market value is $1,000.00. If the total value of assets disposed of within a one-year period is less than $1,000.00, they will not be considered an asset.

L. CHILD CARE EXPENSES

Child-care expenses for children younger than 13 years may be deducted from annual income if they enable an adult to work, to further his/her education (academic or vocational), or to actively seek employment. If an agency or individual outside the family reimburses the expenses, a deduction will not be given.

In the case of a child attending private school, only after-hours care can be counted as child-care expenses.

Allowability of deductions for child-care expenses is based on the following guidelines:

- Child-care for work: The maximum child-care expense allowed cannot exceed the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- Child-care for school: The number of hours claimed for child care may not

exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

- Amount of Expense: The GGHA may survey the local care providers in the community as a guideline. If the hourly rate materially exceeds the guideline, the GGHA may calculate the allowance using the guideline.

M. MEDICAL EXPENSES

The medical expense deduction is permitted only for families in which the head or spouse is at least 62, or is a person with disabilities.

If the family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

Medical expenses are expenses anticipated to be incurred during the twelve months following certification or re-certification that are not covered by an outside source such as insurance.

Allowable medical expense is that portion of total medical expenses that is in excess of 3% of annual income.

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Non-prescription medicines must be doctor-recommended in order to be considered a medical expense.

Non-prescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is a family that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. Assistance to mixed families will be prorated. The GGHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that are actually eligible. Calculations for each housing program are performed on the HUD 50058.

O. TREATMENT OF REDUCTIONS IN WELFARE

Special rules apply to HCV participants who receive welfare assistance from a government program that requires a family member to participate in an economic self-sufficiency program.

A family receiving welfare assistance from a government program with this requirement may not receive the full amount each month because of a specified welfare benefit reduction.

- *Specified welfare benefit reduction* means a reduction in welfare benefits either because of non-compliance with the requirement to participate in an economic self-sufficiency program or because of fraud in connection with the welfare program.
- **Note:** *Specified welfare benefit reduction* does not include a reduction or termination of welfare benefit for any other reasons, including:
  - Expiration of a lifetime or other time limit on welfare benefits.
  - Failure to obtain employment despite fulfillment of the requirement to participate in an economic self-sufficiency program.
  - Noncompliance with any other welfare agency requirement.
  - If a family is experiencing a specified welfare benefit reduction verified by the welfare agency, the family's welfare assistance is treated as follows during the term of the reductions:
    - The amount assistance the family is actually receiving is counted.
    - The amount by which the family's assistance has been reduced is also counted. This is called *imputed welfare income.*
      - Since the family would be receiving this income if it had not committed fraud or failed to comply with the requirement to participate in an economic self-sufficiency program, this income is imputed.
    - If the family's rent income increases for *any* reason after the sanction is imposed, the amount of the imputed welfare income is offset by the amount of additional income.
      - **Note:** Whether the new income is earned or unearned, it takes the place of the imputed welfare income during the sanction period.

Exception: The GGHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction. So if an applicant is under a sanction, the amount of the sanction would not be included in determining the family's annual income.

P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all HCV programs. A utility allowance is calculated for an assisted family if the family is responsible for paying the cost of any utilities.

The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

For some units, the cost of all utilities is built into the amount of rent charged by the owner. In these cases, utility allowances do not apply.

The GGHA will maintain a utility allowance schedule for all tenant-paid utilities. According to the regulations, utility allowances apply to the family's share of housing costs only when the tenant pays for utilities (except telephone), for the cost of tenant-supplied refrigerators and ranges, or for other tenant-paid housing services (e.g., trash collection). For mobile homes with space rent, the utility allowance will be a flat fee instead of the regular utility schedule. For tenants renting mobile homes, the regular utility schedule will apply.

The approved utility allowance schedule is given to families along with their voucher. The utility allowance is based on the actual unit size selected.

Costs for nonessential utilities such as cable, satellite television, and Internet service are not included in the utility schedule.

The GGHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

A family whose TTP has been set at the minimum rent may receive a utility reimbursement. The amount of the utility reimbursement is the amount by which the HAP payment exceeds the rent to the owner.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, the GGHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant.

Q. PAYMENT STANDARDS

In cases when the gross rent exceeds the payment standard, the family share will be higher than the TTP. (See Chapter on "Owner Rents, Rent Reasonableness, and Payment Standards for further information on Payment Standards.)

Chapter 9

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of Eligibility and Total Tenant Payment/Family Share be verified by the GGHA. The GGHA staff will begin with the highest level of verification methods and will justify through documentation use of a lower method of verification.

Applicants and program participants must provide true and complete information to the GGHA whenever information is requested. The GGHA's verification requirements are designed to maintain program integrity. This chapter explains the GGHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The GGHA will obtain proper authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The GGHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. **Upfront income verification (UIV)**: Verification of income through HUD'S Enterprise Income Verification (EIV) or other independent source that systematically and uniformly maintains income information in a computerized form for a larger number of individuals. For EIV-reported income sources, tenant-provided documents will be compared, and the GGHA will use the more current information to calculate income.

2. **Written Third Party Verification:** Review of original or authentic documents generated by a third party source, provided by the tenant in support of his or her statements regarding income, assets, and expenses during reexamination.

   Mandatory to supplement EIV-reported income sources and when EIV has no data;

   Mandatory for non-EIV reported income sources;

   Mandatory when tenant disputes EIV-reported income information and is unable to provide acceptable documentation to support dispute.

3. **Written Third Party Verification Form:** Independent verification of income and or/expenses by contacting the independent income/expense source(s) supplied by the family. The verification documents will be supplied directly to

the independent source by the GGHA and returned directly to the PHA from the independent source. The GGHA will accept faxed documents. The family will be required to sign an authorization for the source to release the specified information.

4. **Oral Third Party Verification:** In the event that an independent source fails to respond to written verification requests, oral verification directly with the third (via telephone or in-person visit) will be used. Staff will document in the tenant file, the date of the telephone call, the name of the person contacted, and telephone number along with the confirmed verified information.

5. **Tenant Declaration:** Only when all other forms of verification are impossible, the GGHA will accept a self-certification, a signed affidavit or a notarized statement from the family attesting to the accuracy of the information provided.

   Self-certification means a signed "Statement of Facts" form. A "Statement of Facts" form should only be used as a last resort, when the other forms of verification are unobtainable.

The GGHA will allow two weeks for return of third-party verifications and to obtain other types of verifications.

For applicants, verifications may not be more than 60 days old at the time of voucher issuance. For participants, they are valid for 120 days from date of receipt.

B. RELEASE OF INFORMATION FORMS & OTHER CONSENT FORMS

All adult family members and head and spouse, regardless of age, will be required to sign the HUD-9886 Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided at his/her request with a copy of the appropriate forms for their review and signature.

Families refusing to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the GGHA or HUD.

C. COMPUTER MATCHING / COMPUTER VEFIFICATION

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

The GGHA will utilize HUD's Enterprise Income Verification system for projecting annual income when UIV data is available.

The GGHA will also utilize the Orange County Social Services Agency CALWIN system for obtaining benefit amounts.

When computer-matching results in a discrepancy with information in the GGHA records, the GGHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, the GGHA will follow the procedures in the Program Integrity Chapter of the Administrative Plan.

D. ITEMS TO BE VERIFIED

The following items are to be verified:

- All income not specifically excluded by the regulations.
- Full-time student status including high school students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in preceding two years.
- Child cares expense where it allows an adult family member to be employed or to further his/her education for children 12 years and under.
- Total medical expenses of all family members in the household whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.
- Disability for determination of preferences, allowances or deductions.
- U.S. citizenship/eligible immigration status.
- Social Security Numbers for all family members over six years of age or older who have been issued a social security number.
- Local preferences used to prioritize applicants from the waiting list.

- Familial/Marital status when needed for head or spouse definition and other household members.

Verification of Reduction in Benefits for Noncompliance:

- The GGHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

E. VERIFICATION OF INCOME & ASSETS

The following areas affecting the eligibility and rental subsidy must be verified:

a. Income:

- **Employment Income**

  Verification forms request the employer to specify the:

  1. Dates of employment.
  2. Amount and frequency of pay.
  3. Date of the last pay increase.
  4. Likelihood of change of employment status and effective date of any known salary increase during the next 12 months.
  5. Year-to-date earnings.
  6. Estimated income from overtime, tips, and bonus pay expected during next 12 months.

- **Acceptable methods of verification include, in this order:**

  1. Enterprise Income Verification printouts from HUD UIV system.
  2. Employment verification form completed by the employer.
  3. Third-party oral verification with the employer.
  4. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year-to-date earnings.
  5. W-2 forms plus income tax return forms.
  6. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an Authorization for Release of Information form from the Internal Revenue Service for further verification of income.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

- **Social Security (SS), Supplementary Security Income (SSI)**

  Acceptable methods of verification include, in this order:

  1. Enterprise Income Verification printouts from HUD UIV system.
  2. Award or benefit notification letters prepared and signed by the providing agency.
  3. Computer report electronically obtained or in hard copy.
  4. Amount benefits reflected on applicant's/participant's bank statements.

- **Pensions, Disability Income**

  Acceptable methods of verification include, in this order:

  1. Award or benefit notification letters prepared and signed by the providing agency.
  2. Computer report electronically obtained or in hard copy.
  3. Benefit verification form completed by agency providing the benefits.

- **Unemployment Compensation**

  Acceptable methods of verification include, in this order:

  1. EIV printout from HUD's EIV system.
  2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts, or EDD benefit award payment stubs.
  3. Verification form completed by the unemployment compensation agency.

- **TANF/CALWORKS Payments or General Assistance**

  Acceptable methods of verification include, in this order:

1. Orange County Social Services Agency CALWIN system.

2. Computer-generated Notice of Action or written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

3. GGHA verification form completed by payment provider.

- **Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

1. Child Support Payment printout.

2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

3. GGHA verification form completed by payment provider.

4. Copy of latest check and/or payment stubs from Court Trustee. GGHA must record the date, amount, and number of the check.

5. Monthly statement from Orange County District Attorney's Office.

6. A notarized letter from the person paying the support.

7. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the verification procedure stated above still applies. The family must provide one of the following:

1. A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

2. A statement from the agency responsible for enforcing payments to show that the payments are irregular.

3. A notarized affidavit from the family indicating the amount(s) received.

4. A welfare notice of action showing amounts received by the welfare agency for child support.

5. A written statement from an attorney certifying that a collection or enforcement action has been filed.

- **Net Income from a Business**

  Acceptable methods of verification include:

  1. Self-employment/Statement of Facts form filled out by the applicant / participant.

  2. IRS Form 1040, including:

     a. Schedule C (Small Business)

     b. Schedule E (Rental Property Income)

     c. Schedule F (Farm Income)

  If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

  3. Audited or un-audited financial statement(s) of the business.

  4. Credit report or loan application.

  5. Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

- **Child Care Business**

  If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

- **Recurring Gifts**

  The provider of the recurring gift must furnish a notarized statement of fact containing the following information:

  1. The person who provides the gifts (cash or other).

  2. The value of the gifts.

  3. The regularity (dates) of the gifts.

  4. The purpose of the gifts if applicable.

  A self-certification from the family with the above information may be

submitted if the notarized statement of fact cannot be obtained.

- **Zero Income Status**

  Families claiming to have no income may be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

  The GGHA may request information from the State Employment Development Department.

  The GGHA may run a credit report if information is received that indicates the family has an unreported income source.

  The GGHA will review the applicant/participant's income/expenses every three months.

- **Full-Time Student Status**

  Only the first $480 of the earned income of full-time students, other than head, co-head, or spouse, will be counted towards family income.

  Financial aid, scholarships, and grants received by full-time students are not counted towards family income.

  Verification of full-time student status may include:

  1. Written verification from the registrar's office or other school official.
  2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.
  3. Final report of units completed 90 days following end of quarter/semester.

F. VERIFICATION OF ASSET INCOME

Family Assets Now Held

1. For non-liquid assets, sufficient information is required to determine the cash value, or the net amount the family would receive if the asset were converted to cash. These include:

   a. Verification forms, letters, or documents from a financial institution, broker, etc.

b. Passbooks, checking account statements, certificates of deposit, bonds or financial statements completed by a financial institution or broker.

   If the tenant is unable to provide acceptable documentation, a third-party verification form will be used to verify assets.

c. Quotes from a stockbroker or realty agent or a listing in the newspaper as to the net amount family would receive if the securities or real estate were liquidated.

d. Real estate tax statements, if tax authority uses approximate market value.

e. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount received by the tenant.

f. Appraisals of personal property held as an investment.

g. Family's notarized statements or signed affidavits describing assets or cash held at the family's home or in safe deposit box.

h. IRS Forms showing net income from business held as an asset.

Assets Disposed Of For Less Than Fair Market Value During Two Years Preceding Effective Date Of Certification Or Recertification

1. For all certifications and re-certifications, GGHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

2. In cases where the family certifies that they did dispose of assets for less than fair market value this certification should include:

   a. All assets disposed of for less than fair market value

   b. The date they disposed of the assets

   c. The amount the family received

   d. The assets' market value at the time of disposition

Savings Account Interest Income And Dividends

1. Acceptable forms of verification include:

   a. Account statements, passbooks, certificates of deposit, etc., if they show

enough information and are signed by the financial institution.

b. Broker's quarterly statements showing value of stocks or bonds and the earnings credited to the family.

c. IRS Form 1099 from the financial institution.

The GGHA will use the average balance of the latest three months statements for checking accounts and balance on the latest statement for savings accounts.

Interest Income From Mortgages Or Similar Arrangements

1. Acceptable methods of verification include, in this order:

   a. A letter from the accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for the next 12 months. It should be noted that a copy of the check paid by the buyer to the family is not sufficient verification, as an appropriate breakdown of interest and principal are not included.

   b. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Rental Income From Property Owned By Family

1. One or more of the following are required to verify rental income for property owned by the family. The amounts reflected in these sources are subject to adjustment by GGHA staff based upon expected changes in the next 12 months.

   a. IRS Form 1040 with Schedule E (Rental Income).

   b. Copies of latest rent checks, leases, or utility bills.

   c. Documentation of family's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedules showing monthly interest expense.

   d. Lessee's written statement identifying monthly interest expense.

G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the childcare provider is an individual, she/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

The family's certification is required as to why they need the childcare and whether any of the childcare expenses are reimbursed or paid for by another party.

Medical Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims must be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of:

   - The anticipated medical costs to be incurred by the family and regular payments due on medical bills; and

   - The extent to which those expenses will be reimbursed by insurance or a government agency. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

2. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

3. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

4. The insurance company's, or employer's written confirmation of health insurance premiums to be paid by the family.

5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months. GGHA may use this approach for "general medical expenses" such as non-prescription

drugs and regular visits to doctors or dentists, but not for one-time non-recurring expenses from the previous year.

6. The GGHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In all cases:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

- Third party verification of costs of services provided by an agency.
- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

H. VERIFICATION OF NON-FINANCIAL FACTORS

Legal Identity

In order to prevent program abuse, the GGHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise

questionable, more than one of these documents may be required. A minimum of one document must be a picture ID.

- Certificate of Birth, naturalization papers.
- Church issued baptismal certificate.
- Current, valid driver's license.
- U.S. military discharge (DD 214).
- U.S. passport.
- Voter's registration paperwork.
- Company/Agency Identification Card.
- Department of Motor Vehicles identification card.
- Hospital records.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth/Hospital records.
- Adoption papers.
- Custody agreement.
- Health and Human Services ID.
- School records.

Citizenship/Eligible Immigration Status:

To be eligible for full assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the GGHA hearing is pending.

At least one family member must be a citizen, national or non-citizen with eligible immigration status in order for the family to qualify for any level of assistance.

When a family consists of those with citizenship or eligible immigration status, and

those without eligible immigration status, assistance to the family must be prorated.

1. **Immigration Categories to be Verified**

   - Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

   - The GGHA will not require citizens to provide documentation of citizenship. Birth Certificates are required at initial program eligibility.

   - Eligible immigrants who are or will be 62 or older at the time of receiving rental assistance are required to sign a declaration of eligible immigration status and provide proof of age.

   - Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents that are copied front and back and returned to the family. The GGHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the GGHA must request within ten days that the INS conduct a manual search.

   - Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

   - Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

2. **Failure to provide immigration documents:**

   If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

3. **Time of Verification & Extension of Time to Provide Documents**

   For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination/at the time of initial application.

   The GGHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

For family members added after other members have been verified, the verification occurs at the time the written request to add member and appointment for interim is conducted.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the GGHA must conduct the determination.

The GGHA will grant an extension of 30 days for families to submit evidence of eligible immigration status.

4. Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551).
- Alien Registration Receipt Card (I-151).
- Arrival-Departure Record (I-94).
- Temporary Resident Card (I-688).
- Employment Authorization Card (I-688B).
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A Birth Certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The GGHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

If the GGHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated unless the ineligible individual has already been considered in prorating the family's assistance.

Social Security Numbers

Social Security Numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. It is

GGHA policy to require Social Security Numbers for all members. Social security cards issued by the social security administration will be used as verification. If a family member cannot produce a Social Security Card, he/she will be required to apply for the social security card through the Social Security Administration and provide proof. When necessary, the GGHA will create an alternate ID number to be used until a social security card has been issued.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect. An alternate identification number will be created for this family member.

Marital Status

Verification of marriage status is a marriage certificate.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of divorce status will be a certified copy of the divorce decree, signed by a court officer.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

- Verification of relationship.
- Official identification showing names.
- Birth Certificates.
- Baptismal Certificates.
- Verification of Guardianship.
- Court-ordered assignment.
- Affidavit of parent.
- Verification from social services agency.
- School records.

Permanent Absence of Family Member

If an adult member of the household is reported permanently absent by the family, the GGHA will consider any or a combination of the following as verification:

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the court or correctional facility should be obtained stating how long they will be incarcerated.

If no other proof can be provided, the GGHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

Change in Family Composition

The GGHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional. This certification may be renewed yearly.

I. VERIFICATION OF WAITING LIST PREFERENCES

Local Preferences

First Preference – Residency

For families who live or have lived, work, or have been hired to work in the jurisdiction of the GGHA.

- In order to verify that an applicant is a resident, the GGHA will require at least one of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

For families who have been hired to work in jurisdiction of the GGHA, a statement from the employer will be required.

Second Preference – U.S. Veteran Status

This preference is available to current member of the U.S. military armed forces, U.S. veterans, or surviving spouses of U.S. veterans.

The GGHA will require U.S. government documents that indicate that the applicant qualifies under the above definition.

Third Preference – Emergency Situations

The GGHA will require written verifications from appropriate agencies that can substantiate the emergency situations. See chapter 6 for a list of applicable emergency situations.

The following verification will be required these emergency situations:

Domestic Violence

1. Written verification from police, social service agency, court, clergy person, physician, and/or public or private facility giving shelter and/or counseling to victims.

2. The abuser will not be allowed to return to the household without a written request from the family and advance approval from the GGHA. The GGHA will require verification of the following:

   - That the family members involved have attended a counseling program (if requested by the GGHA).

- Statement from social worker, psychologist, or other professional familiar with the abuser that he/she has received counseling/treatment.
- Statement from local law enforcement agency that no complaints have been filed since the date of the preference approval.

Displacement by the City of Garden Grove Community Development Department Programs/Projects or displacement by natural disaster

1. Written verification/referral will be required from the appropriate agency.

Homeless Shelter referrals

1. Families/Individuals referred by a homeless shelter provider located in the City of Garden Grove. The agency must have entered into a Memorandum of Understanding (MOU) with the GGHA to continue to provide support services to the family or individual for a year to insure that they are successful in their transition to permanent housing.

Witness Protection Program

1. Written verification/referral will be required from the appropriate agency.

Chapter 10

VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The GGHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the GGHA will conduct a mandatory briefing to ensure that families know how the program functions. The briefing will provide a broad description of owner and family responsibilities, GGHA procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS

When funding is available, the GGHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the GGHA stays as close as possible to 100 percent lease-up. The GGHA performs a monthly calculation to determine whether applications can be processed, the number of vouchers that can be issued, and to what extent the GGHA can over-issue (issue more vouchers than the budget allows to achieve lease-up).

The GGHA may over-issue vouchers only to the extent necessary to meet leasing goals. If the GGHA finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the Annual Contributions Contract (ACC) budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for eligible applicant families. The briefings will be conducted in group meetings. Families who attend group briefings and still have the need for individual assistance will be referred to their assigned housing specialist. Briefings will be conducted in English, Spanish, and Vietnamese.

The purpose of the briefing is to explain the program functionality and the documents in the voucher holder's packet so that the families are fully informed about the program. This will enable them to utilize the program to their advantage and it will prepare them to discuss it with potential owners and property managers.

The GGHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two scheduled briefings, without prior notification and approval of the GGHA, may be denied admission. The GGHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation. Families living out of state will be allowed a telephone briefing.

Briefing Packet

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements.

The family is provided with the following information and materials:

- The term of the voucher and the GGHA policy for requesting extensions or suspensions of the voucher.
- A description of how the GGHA determines the payment standard, total tenant payment (TTP), maximum rent, rent reasonableness standard and information regarding utility allowance.
- Locations where the family may lease a unit and information on the portability and mobility procedures for families that qualify to lease a unit outside of the GGHA jurisdiction.
- The HUD required tenancy addendum, which must be included in the lease.
- The Request for Approval of Tenancy form and a description of the procedure for requesting approval for a unit.
- The GGHA subsidy standards including when and how exceptions are made and how the voucher size relates to the unit size selected.
- The HUD brochure "A Good Place to Live" on how to select a unit that complies with the Housing Quality Standards (HQS).
- The HUD brochure on lead-based paint and contact information regarding where blood level testing is available.
- Information on federal, state, and local equal opportunity laws and a copy of the Housing Discrimination Complaint form. Information on fair housing laws, guidelines and the phone numbers of the local fair housing agencies and the HUD enforcement office.

- A list of available units from landlords wishing to participate in the program & a list of areas where rental properties may be found.
- Notification of Rights and Obligations – Violence Against Women Act.
- A list of surrounding housing authorities.
- A guide to the Housing Choice Voucher Program.
- If the family includes a person with disabilities, per family's request GGHA will provide a list of units and note which ones are accessible.
- The Family Obligations under the program.
- The grounds on which the GGHA may terminate assistance for a participant family because of family action or failure to act.
- The GGHA informal hearing procedures including when the GGHA is required to offer a participant family the opportunity for an informal hearing and how to request the hearing.
- A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
- An HQS checklist.
- Procedures for notifying the GGHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner's failure to repair of units.
- The family's rights as a tenant and a program participant.
- Requirements for reporting changes between annual recertifications.
- Information on security deposits and legal referral services.
- Choosing a unit carefully and only after due consideration.
- The Family Self-Sufficiency program and its advantages.

Move Briefing

A move briefing will be held for participants who will be reissued a voucher to move and have given notice of intent to vacate to their landlord. This briefing includes incoming and outgoing portable families.

C. HOUSING SEARCH ASSISTANCE

The GGHA will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.

The assistance provided to such families includes:

- Information regarding mobility option for units anywhere in Orange County.
- Providing families with a Tenant Contact Record to gather and record information.
- Direct contact with landlords.
- Counseling with the family.
- Providing information about support services in various non-impacted areas.
- Meeting with neighborhood groups to promote understanding.
- Formal or informal discussions with landlord groups.
- Formal or informal discussions with social service agencies.
- Meeting with rental referral companies or agencies.
- Meeting with fair housing groups or agencies.

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

The GGHA will provide participants with a copy of the Housing Discrimination Complaint form (HUD form 903) to file a complaint.

E. SECURITY DEPOSIT REQUIREMENTS

The owner is not required to, but may collect a security deposit from the tenant. Security deposits charged to families may be any amount the owner wishes to charge, subject to the following conditions:

- Security deposits charged by owners may not exceed those charged to unassisted tenants nor the maximum prescribed by State or local law.

F. TERM OF VOUCHER

During the briefing session, each household will be issued a voucher that represents a contractual agreement between the GGHA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

Expirations

The voucher is valid for a period of at least 60 calendar days from the date of issuance. The family must submit a Request for Tenancy Approval (RTA) and a lease within the 60-day period unless an extension has been granted by the GGHA. Portability vouchers are allowed 120 days.

If the voucher has expired and has not been extended by the GGHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When an RTA is received, the GGHA stops the time limit on the 60-day term of the voucher. If for any reason this RTA is not approved, the time limit on the 60-day term of the voucher will revert back to its original issuance date with no stoppage.

Extensions

A family must submit a Tenant Contact Record to qualify for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher.

Extensions are permissible at the discretion of the GGHA up to a maximum of an additional 60 days primarily for these reasons:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60-day period. Verification is required.
- The GGHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the GGHA, throughout the initial 60-day period. Completed Tenant Contact Records are required.
- The family was prevented from finding a unit due to disability accessibility requirements or large size (4 or more) bedroom unit requirement. The Tenant Contact Record is part of the required verification.

The GGHA extends vouchers in one or more increments. Unless approved by the housing authority supervisor, no more than two extensions of 30 days will be allowed. Vouchers can be extended beyond 120 days, not to exceed 180 days.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the GGHA office to request assistance. Voucher holders will be notified at their briefing session that the GGHA periodically updates the listing of available units and how the updated list may be obtained.

The GGHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

Families who need reasonable accommodations may call the GGHA and request assistance.

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the HCV program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the housing authority supervisor shall consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units has custody of dependent children.
- Which family member was the head of household when the voucher was initially issued (listed on the initial application).
- The composition of the new family units and which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.
- Which family members remain in the unit.
- Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the GGHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the GGHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor, or
- The GGHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher family unit size.

Chapter 11

REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

INTRODUCTION

The GGHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The GGHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a Voucher, they may search for a unit anywhere within the jurisdiction of the GGHA or outside of the GGHA's jurisdiction if they qualify for portability/mobility. The family must find an eligible unit under the program rules with an owner who is willing to enter into a Housing Assistance Payment Contract with the GGHA. This chapter defines the types of eligible housing, the GGHA's policies that pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Tenancy Approval (RTA).

A. REQUEST FOR TENANCY APPROVAL

The RTA and a copy of the proposed Lease, including the HUD prescribed tenancy addendum must be submitted by the family during the term of the Voucher. The family must submit the RTA in the manner required by the GGHA.

The RTA must be signed by the owner and the Voucher holder.

The GGHA will not permit the family to submit more than one RTA at a time.

The GGHA will review the proposed lease and the RTA documents to determine whether or not they are approvable. The assisted tenancy and HAP execution will be approved if:

- The unit is an eligible type of housing.
- The unit meets HUD's Housing Quality Standards, and the City of Garden Grove's Building/Housing Code as described in the Housing Quality Standard and Inspections chapter.
- The proposed lease complies with HUD and GGHA requirements. (See "Lease Review" section below.)
- The owner is approvable, and there are no conflicts of interest. (See "Owner Disapproval" next section.)
- Rent charged by Owner is reasonable as described in the Owner Rents, Rent Reasonableness and Payments Standards chapter.

In addition to the previous section, at the time a family initially receives assistance (new admissions and moves), the family share of rent may not exceed 40 percent of the family monthly-adjusted income (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Administrative Plan).

Disapproval of RTA

If the GGHA determines that the RTA cannot be approved for any reason, the landlord and the family will be notified. The GGHA will instruct the owner and family of the steps that are necessary to approve the RTA.

When, for any reason, an RTA is not approved, the GGHA will furnish another RTA form to the family so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING

The GGHA will approve any of the following types of housing in the HCV program:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
- Manufactured homes where the tenant owns the mobile home and leases the pad.
- Single Room Occupancy.

The GGHA may not permit a HCV holder to lease a unit that is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW

The tenant must have legal capacity to enter a lease under State and local law. Responsibility for utilities, appliances, and optional services must correspond to those provided on the RTA.

The family and owner must submit a standard form lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with State and local law. The lease must specify what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the GGHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

- Owners and families may execute separate agreements for services, appliances (other than range and refrigerator), and other items that are not included in the lease if the agreement is in writing and approved by the GGHA.

- If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

- All agreements for special items or services must be attached to the lease approved by the GGHA. If agreements are entered into at a later date, they must be approved by the GGHA and attached to the lease.

Any appliances, services, or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. If there is to be a separate agreement, the family must have the option of not utilizing the service, appliance, or other item.

The GGHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

E. INFORMATION TO OWNERS

In accordance with HUD requirements, the GGHA will furnish prospective owners with the family's current address as shown in the GGHA's records and, if known to the GGHA, the name and address of the landlord at the family's current and prior address.

The GGHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The GGHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. This notification is listed on the RTA Packet and in the Garden Grove Housing Authority's Owners Manual. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity, or other criminal activity that is a threat to the health, safety, or property of others, and compliance with other essential conditions of tenancy.

A statement of the GGHA's policy on release of information to prospective landlords will be included in the briefing packet that is provided to the family.

The GGHA may provide documented information regarding tenancy history to prospective landlords upon request.

- Eviction history.

- Damage to rental units.

- Other aspects of general tenancy history.

The information will be provided orally.

F. OWNER DISAPPROVAL

See the chapter "Owner Disapproval and Restriction."

G. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the TTP prior to the effective date of the HAP contract at admission, the information will be verified and the TTP will be recalculated. If the family does not report any change, the GGHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

H. CONTRACT EXECUTION PROCESS

The GGHA prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement and the owner and the GGHA will execute the HAP Contract. The GGHA will retain a copy of all signed documents. A copy of the contract will be provided to the owner. A copy of the tenancy addendum will be provided to the family.

The GGHA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The Housing Authority Manager and Housing Authority Supervisors are authorized to execute a contract on behalf of the GGHA Housing Authority.

Owners must provide an Employer Identification Number or Social Security Number.

Owners must also submit proof of ownership of the property, such as a Grant Deed or Tax Bill, and a copy of the Management Agreement if a management agent manages the property.

The owner must provide a home or cell telephone number and business number if applicable.

I. CHANGE IN OWNERSHIP

See the chapter "Owner Disapproval and Restriction."

Chapter 12

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The GGHA will inspect each unit under contract at least annually. The GGHA will also have a supervisor (or other qualified person) perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the GGHA's required standards and to assure consistency in the GGHA's program. This chapter describes the GGHA's procedures for performing HQS and other types of inspections, and GGHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and GGHA requirements. (See the additions to HQS listed under "Acceptability Criteria and Exceptions to HQS" later in this chapter.)

A. GUIDELINES/TYPES OF INSPECTIONS

The GGHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations. Within the jurisdiction of the Garden Grove Housing Authority, HQS will include City municipal building codes.

All units must meet the minimum standards set forth in the City of Garden Grove's Building/ Housing Code. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The GGHA will not promote any additional acceptability criteria that are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

There are four types of inspections the GGHA will perform:

- Initial/Move-in.
- Annual.
- Special/Complaint.
- Quality Control.

B. INITIAL HQS INSPECTION

Timely Initial HQS Inspection

Once the GGHA receives the RTA we will notify and perform the initial inspection with in 15 days if unit is available for inspection. The GGHA will inspect the unit and determine whether the unit satisfies the HQS requirement.

The GGHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

All utilities must be in service prior to the inspection. If the utilities are not on, the unit will not be inspected. The Inspector will notify the owner to have the utilities turned on. After notification that the utilities are on, the inspector will schedule an inspection.

If the tenant is responsible for supplying the stove and/or the refrigerator, the GGHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family must then certify that the appliances are in the unit and working. The GGHA will not conduct a reinspection.

The GGHA will periodically review the average time required for a family and owner to have a unit inspected from the time the RTA is submitted by the family and owner to the GGHA.

If the GGHA determines after a review of files that the average time for a family and owner to obtain an initial inspection is longer than 15 days, the GGHA will review staffing needs relevant to HQS inspection.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet HQS as defined in this Plan.
- Document the current condition of the unit to assist in future evaluations.
- Document the information to be used to determine rent-reasonableness and comparable rent.

If the unit fails the initial inspection, the owner will be advised to notify the GGHA once repairs are completed. The owner will be given up to 30 days to correct the items noted as Fail. Depending on the amount and complexity of work to be done, additional days may be granted at the discretion of the GGHA.

If the time period given by the Inspector to correct the repairs has elapsed, the family must select another unit.

Units with illegal conversions may be cancelled immediately and not allowed on the program, unless the City of Garden Grove Building Department approves the conversions.

C. ANNUAL HQS INSPECTIONS

The GGHA conducts an inspection in accordance with Housing Quality Standards at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

The owner must correct HQS deficiencies that cause a unit to fail. Repairs must be completed within a maximum period of 30 days. If it is a fail for which the tenant is responsible, the owner can arrange to charge the tenant. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct.

It may be requested that illegal conversions/alterations be corrected by the owner and approved by the Building Department to comply with city code.

The family must allow the GGHA to inspect the unit at reasonable times with reasonable notice. Reasonable hours to conduct an inspection are Monday – Friday between 8:00 a.m. and 4:30 p.m.

The GGHA will notify the family by mail of their scheduled inspection prior to the inspection appointment. If the family is unable to be present, they must reschedule the appointment with proper notice so that the inspection is completed within the same month.

If the family is not home when the inspector goes to the unit for inspection, a door hanger will be left. The tenant must contact the Inspector to schedule another inspection, within the specified timeframe. If the family does not contact the GGHA, or if the family misses two inspection appointments, the GGHA will consider the family to have violated a Family Obligation and their assistance may be terminated in accordance with the termination procedures in the Plan.

The family must have someone over the age of 18 in the unit at the time of inspection.

Reinspection

If the annual inspection fails, GGHA will notify the family and the owner of the fail items and the date of reinspection. If the family is not at home for the reinspection appointment, a door hanger will be left at the unit. The reinspection letter contains a warning of abatement.

Time Standards for Repairs

The owner must correct emergency items, which endanger the family's health or safety, within 24 hours of notification. (See "Emergency Repair Items" section.) For non-emergency items, repairs must be made within a maximum of 30 days. For major repairs, the Housing Authority Supervisor may approve an extension beyond 30 days.

D. MOVE-OUT AND CLOSE-OUT INSPECTION

Move-out inspections are performed as a courtesy to the landlord or tenant since the GGHA has no liability on the unit for unpaid rent-damages or vacancy. Project Based Vouchers are the only exception (see the Project Based Chapter). However, if an owner or a tenant asks for a move-out inspection, it will be conducted for the sole purpose of documenting the condition of the unit, not to assume or imply any liability.

E. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the GGHA that there is a problem in the units, the GGHA may conduct an inspection.

The GGHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The GGHA will inspect only the items that were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party may be required to make the necessary repairs.

If the annual inspection date is within 120 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

F. QUALITY CONTROL INSPECTIONS

Quality Control inspections are performed by the Senior level staff on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections and to ensure that there is consistency among inspectors in application of the HQS. The sampling of files will include recently completed inspections (within the prior three months), a cross-section of neighborhoods, and a cross-section of inspectors.

G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The GGHA adheres to the acceptability criteria in the program regulations with the additions described below.

All repairs must be completed in a workmanlike manner.

Electrical:

- All three-pronged outlets must be properly wired and grounded, and not hot, neutral, or reversed. GFCI outlets are allowed.
- Light bulbs must be present in all sockets.
- All lighting fixtures must be installed as per manufacturer's specifications and secured properly.

Walls:

- On new leases, the interior of the unit must be freshly painted.
- Wallpaper must be in good condition with no peeling.
- In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.
- Any exterior or interior surfaces with peeling or chipping paint must be properly repaired. If the unit was built prior to 1978, the landlord must follow safe lead-based paint practices.

Windows:

- All windows must have an approved locking mechanism. A stick cannot be the sole locking mechanism.
- All windows must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated windows must be replaced.
- Windows must be weather-stripped as needed to ensure a watertight seal.
- Window screens must be in good condition with no tears or holes and must fit properly with no gaps.
- Any room used for sleeping must have a window.
- If there is only one window in the room and there is no other egress, no air-conditioning unit will be allowed.

- Windows that open vertically must have a working spring, mechanism or sash.

- Windows designed to be opened must be functional. Windows must be easy to open, remain open, and close.

- If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Doors:

- All bolt locks on exterior doors must be single cylinder.

- All interior doors must have no holes, have all trim intact, and be operable without the use of a key. Hasp locks, double cylinder locks and keyed locksets are not permitted on any interior doors.

- All exterior doors must be solid core or metal.

- Doors leading from the garage must be fireproof, solid-core, or metal and must be self-closing.

- "Under no circumstances shall a private garage have any opening into a room used for sleeping purposes. (CBC 312.4)

- All exterior doors must be weather-tight to avoid any air or water infiltration. They must be lockable, have no holes, have all trim intact, and have a threshold.

- Sliding doors need sliding screen doors.

Floors:

- All hardwood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If a board cannot be leveled, it must be replaced.

- All floors must be in a finished state (e.g. no plywood).

- All floors should have some type of baseboard, trim, or sealing for a "finished look." Vinyl baseboard may be used for kitchens and bathrooms.

- Carpeting must be clean and in good condition with no exposed tacks, worn padding, bubbled surface, or worn or frayed sections.

- Tiles: no chipping/cracking or missing tiles permitted.

Bathrooms:

- All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.
- Faucet aerators need to be present and in working order.
- All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.
- All toilets must be secured at the base.
- If there is suspect mold on the floor, the landlord needs to determine the cause and repair the problem and/or replace the flooring.
- All sinks must have running hot and cold water.
- Sinks should be in good condition, operate correctly and be free of serious cracks, chips or rust.
- There must be adequate water pressure in the unit.
- There must be no sign of discoloration or deterioration under the sink.

Smoke Detectors:

- Smoke detectors are required in each bedroom, hallways or path leading to the bedrooms.
- If there is no working smoke detector or if the GGHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), and there are no other working smoke detectors the family will be required to repair the smoke detector within 24 hours
- The GGHA will warn any family determined to have purposely disconnected the unit's smoke detector. The warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of HQS and it is a violation of their family obligations.

Carbon Monoxide Devices:

- The Carbon Monoxide Poisoning Prevention Act (Senate Bill – SB 183) requires all units with an attached garage or a fossil fuel source to install carbon monoxide alarms. The carbon monoxide alarms are required outside of sleeping areas and on each level of the residence.

Bedrooms:

- Doors are required on all bedrooms. No keyed locks or single or double cylinder locks are permitted on bedroom doors.
- Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capabilities.
- Minimum bedroom ceiling height is 7'6" or to local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the 70 square foot area.
- No item may be placed in a room in such a way as to block fire exits.
- Glass doors and slatted doors are not acceptable as a bedroom door.

Exterior:

- Street numbers and unit numbers must be present and visible from the street.
- Graffiti must be removed or painted over if located on the structure or fence.
- Stairways must be in good working condition.
- Driveways must be free of pot holes, and in good condition.
- All wood surfaces, must be free of termite damage and wood rot.
- Parking must be sufficient for the number of units in complex.

Pools:

- Pools must be in good condition filled with clean water or if not used, filled with sand. If sand is used, the landlord must get the approval from the City of Garden Grove's Municipal Building Services Division.
- Fences around pools must be at least five feet high and must have a self-closing, self-latching gate. Dwelling or accessory structures within the parcel of land in which the pool is situated may be used as part of the pool enclosure.
- Jacuzzis, ponds and waterfalls that have a depth of 18" or more have the same requirements as pools.

General:

- Dumpsters are required on all buildings with four or more units and must be monitored to assure adequate pick-ups.
- Fencing around the property must be in good condition.

Air-Conditioners, dishwashers, and any additional amenities:

- All items that pertain to the unit, must function as per their original intent and purpose.
- If a non-functioning item is removed from a unit, a workmanlike repair must be done to correct the area where the item was removed (i.e. installing a cabinet in place of a dishwasher, repairing a wall or replacing a window where an air conditioner had been removed).

Water Heaters:

- All units must have the correct temperature-pressure relief valve according to the PSI needed for the size of water heater.
- Water heater must have two earthquake straps that comply with the most recent City municipal building codes. Seismic brace shall be minimum one inch by 26-gauge galvanized steel strap, and fastened to wood studs in the wall with screws.
- T & P relief valve drain shall extend from the valve to the outside of the building with the end of the pipe not more than two feet nor less than six inches above the ground and pointing downward. T & P relief valve minimum size to be 3/4 inch. Where a water heater is installed in the middle of a house and is impossible to plumb to the outside, other safety protection devices may be used, such as a 210-watt safety valve for gas water heaters only.
- Garage installation, 18 inches above the floor to burner.
- Ground installation shall rest on level concrete or other approved base not less than three inches above the adjoining ground level.
- When installed in an enclosure, it must be protected from the elements, and properly vented
- If the gas water heater is installed in a kitchen or laundry room, it must have a proper shield built around it.

- Prohibited locations shall not allow gas water heaters to be installed in a bedroom, bathroom, clothes closet, or other confined space opening into a bath or bedroom.

Thermal Environment:

- The dwelling unit must be able to provide a thermal environment that is healthy for the human body.
- There must be a safe system for heating the dwelling unit, such as electric baseboard, radiator, or forced air systems. In order to ensure a healthy living environment appropriate for the climate, the system must be able to provide adequate heat either directly or indirectly to each room.
- The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric heaters are acceptable but cannot be the sole heating source of the unit.
- Adequate heat is required in all rooms used for living; the heat source does not have to be located in each room as long as the heat can pass to the appropriate space and meet the definition of adequate. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Kitchens:

- Pilot lights that are present on gas stoves must be in proper working order.
- All burners and the broiler must be in working order.
- The oven must work and have racks.
- Do not store any flammable items in the stove.
- All equipment in the kitchen must be in working order (i.e. dishwasher, stove, wall-oven, refrigerator, stove hood, etc.).
- Microwave ovens can be substituted for a working stove as long as it is acceptable to the tenant and other non-subsidized tenants are offered the same.

Refrigerators:

- Refrigerators must be properly installed on a nonflammable surface.
- All refrigerators will be inspected.

- The refrigerator must have proper temperatures for freezing and cooling foods.
- Inoperable refrigerators must be repaired or removed.

Modifications:

- Modifications or adaptations to a unit due to a disability must meet all applicable HQS codes.
- Extension for repair items not required by HQS may be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. GGHA may allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

Animals:

- Dogs or other types of animals must be contained at all times during an inspection.

Employee Dress:

- The inspectors have the option of wearing protective gloves.
- During warmer weather, inspectors are permitted under City of Garden Grove dress guidelines to dress in summer attire, which includes Bermuda shorts.
- At no time will inspectors be permitted to remove their shoes during an inspection. This is a safety and workers compensation issue.

H. EMERGENCY REPAIR ITEMS

The following items are considered of an emergency nature and must be corrected within 24 hours of notice by the Inspector:

- Lack of security for the unit.
- Waterlogged ceiling in imminent danger of falling.
- Major plumbing leaks or flooding.
- Natural gas leak or fumes.
- Electrical problem that could result in shock or fire.
- No heat when outside temperature is below 60 degrees Fahrenheit and temperature inside unit is below 50 degrees Fahrenheit.

- Utilities not in service.
- No running hot water.
- Broken glass where someone could be injured.
- Obstacle that prevents tenant's entrance or exit.
- Lack of functioning toilet.
- No working smoke detectors.

The GGHA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to affect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the GGHA.

If the emergency repair item(s) are not corrected in the time period required by the GGHA and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the GGHA and it is an HQS breach that is a family obligation, the GGHA will terminate the assistance to the family.

I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards and the owner is responsible for completing the necessary repair(s) in the time period specified by the GGHA, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner and the abatement will be effective from the first day of the month following the abatement notification.

The GGHA will inspect abated units within two days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day after the unit passes inspection.

The family will be notified of the reinspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the GGHA's portion of rent that is abated.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the GGHA if the tenant chooses to remain in the unit.

J. DETERMINATION OF RESPONSIBILITY

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service.
- Failure to provide or maintain family-supplied appliances.
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

"Normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for all infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The GGHA may terminate the family's assistance on that basis.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the GGHA will encourage the owner to require the family to make any repair(s) or corrections within 15 – 30 days. If the repair(s) or correction(s) are not made in this time period, the GGHA may terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by Housing Authority Supervisor. The owner's rent

will not be abated for items that are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 13

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

It is the GGHA's responsibility to ensure that the rents charged by owners are reasonably based upon unassisted comparables in the rental market. This chapter explains the GGHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited by rent reasonableness. The GGHA must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units.

At the time the family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40% of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent.

B. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the GGHA begins processing payments to the owner. A HAP Register will be used as a basis for monitoring the accuracy of payments. Checks are disbursed by the Finance Department of the City of Garden Grove to the owner prior to the first of the month.

Checks that are not received will not be replaced until 10 working days have passed followed by a "stop payment" being issued. Once the stop payment has been issued and it has been determined that the payment has not already been cashed, a check will be reissued as quickly as possible and mailed to the owner.

Excess Payments

The total tenant payment and the GGHA housing assistance payment to the owner may not exceed the contract rent. The owner must immediately return any excess payment to the rightful party.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the GGHA" chapter of this Administrative Plan.

Late Payments to Owners

It is a local business practice in the County of Orange for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, not withstanding any grace period which is typically 3 days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the GGHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The GGHA may pay a $25.00 or 5%, whichever is greater, late fee to the owner for housing assistance payments that are not mailed to the owner by the third day of the month, but only if requested by the owner.

The receipt of payment the GGHA uses is the date upon mailing payment. The GGHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the GGHA's control, such as a delay in the receipt of program funds from HUD. The GGHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty. The GGHA will not pay a late fee if it is not requested by the owner.

C. RENT REASONABLENESS DETERMINATIONS

The GGHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market.

The GGHA will not approve a lease until the GGHA determines that the initial rent to owner is a reasonable rent. The GGHA must redetermine the reasonable rent before any increase in the rent to owner or if there is a 5% decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the GGHA.

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the GGHA information on rents charged by the owner for other units in the premises or elsewhere. The GGHA may request information on the owner's units elsewhere if the GGHA has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

The market areas for rent reasonableness are census tracts within the GGHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

1. Location
2. Quality
3. Size (number of Bedrooms/square footage)
4. Unit type
5. Date built
6. Amenities (bathrooms; dishwasher; air conditioning; etc.)
7. Management Services
8. Maintenance Services
9. Utilities

Rent Reasonableness Methodology

The GGHA maintains an automated database which includes data on unassisted units for use by staff in making rent reasonableness determinations. Owners participating in the HCV program provide data on their own properties that do not receive rental assistance. The inspection staff inputs additional rent comps into the database each month. This information is gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys and other sources.

D. OWNER-INITIATED RENT DETERMINATIONS

The GGHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The GGHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The GGHA will negotiate the rent with the owner if needed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the

family. Rent increases may not be approved if the unit is in a failed condition or if the unit does not warrant an increase.

Upon receiving the request from the owner, the GGHA will determine whether the requested increase is reasonable and notify the owner within a timely manner.

All rent adjustments will be effective the first of the month following 60 days after the GGHA's receipt of the owner's request or on the date specified by the owner, whichever is later.

The notice of rent change does not affect the automatic renewal of the lease and does not require a new lease or contract.

E. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is used to calculate the housing assistance payment for a family and the tenant's portion of rent. In accordance with HUD regulation and at the GGHA's discretion, the Voucher Payment Standard amount is always set between 90% and 110% of the HUD published FMR depending on federal funding levels. Unless an exception payment standard has been approved by HUD.

The GGHA may establish payment standard amounts for each unit size. The GGHA may have a higher payment standard within its jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

The GGHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities. This exception only applies if it is requested by the family that includes a person with disabilities.

Tenants who exercise portability and move into GGHA's jurisdiction will receive GGHA's payment standard and bedroom currently in effect. If a tenant exercises portability and moves outside of GGHA's jurisdiction, they will receive the payment standard that is in effect for that jurisdiction.

F. ADJUSTMENTS TO PAYMENT STANDARDS

Before increasing the Payment Standard, the GGHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

The GGHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

If it is determined that families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

If it is determined that particular unit sizes in the GGHA's jurisdiction have payment standard amounts that are creating rent burdens for families.

If it is determined that HCV holders are unable to locate suitable housing within the term of the Voucher and it is determined that this is due to rents in the jurisdiction being unaffordable for families.

If the FMR is lowered by HUD, and statistical analysis reveals that the Payment Standard should be lowered. The Payment Standard will not be set below 90% of the FMR without authorization from HUD.

- Notifying the family and owner of changes in the family share and housing subsidy; and

- When the family is called in for an annual re-certification by GGHA and the family then reports a change that results in an increase or decrease in the TTP, an interim re-certification will be conducted if necessary.

C. REEXAMINATION APPOINTMENT NOTIFICATION TO THE FAMILY

1. GGHA will maintain a re-examination tracking system. At least 90 days in advance of the scheduled annual reexamination effective day, the head of household will be notified by mail that they and all adult members 18 years or older are required to attend a reexamination interview on a specified date. As a reasonable accommodation for persons with disabilities, the GGHA will mail the notice to a third party.

2. A Personal Declaration Form will be mailed to the family to complete prior to the interview. The family will be required to bring this form as well as other requested supporting documents to the interview.

3. In order to optimize the most efficient use of program resources, GGHA may use the option of performing annual re-certifications by telephone or by mail for a selected category of program participants.

4. Persons with disabilities who are unable to come to an office interview will be granted an accommodation by conducting an in-home or phone interview.

5. Failure to respond to the reexamination interview may lead to termination from the HCV program (see below).

D. FAILURE TO RESPOND TO THE NOTIFICATION TO RE-CERTIFY

The family may request another appointment date prior to the interview. If the family does not appear for the re-certification interview, and has not rescheduled an appointment, the GGHA will reschedule a second appointment. If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the GGHA will send a notice of termination to the family and offer them an informal hearing.

A housing authority supervisor may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment, or if requested as a reasonable accommodation for a person with a disability.

E. VERIFICATION OF INFORMATION

Verification will be done in conjunction with the policy and procedures identified in chapter 9, Verification Procedures, of this Plan.

F. CHANGES IN TENANT RENT

1. When the information is analyzed after all other requirements have been met, GGHA will recalculate the tenant's portion of the rent.

2. GGHA will notify both the owner and the tenant of the determination and of the new rent to be paid by the tenant (and new HAP to be paid by GGHA).

3. If a family moves at the annual reexamination and there is a change in the tenant's rent (increase or decrease), the 30-day notification of the rent change is waived and the most current TTP will be used to calculate the HAP and tenant's portion.

G. ANNUAL HQS INSPECTIONS

The GGHA conducts an inspection in accordance with Housing Quality Standards at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates. (Refer to the chapter on Housing Quality Standards and Inspections).

Re-inspection

If the annual inspection fails, GGHA will notify the family and the owner of the fail items and the date of re-inspection. If the family is not at home for the re-inspection appointment, a door hanger will be left at the unit. The re-inspection letter contains a warning of abatement.

Time Standards for Repairs

The owner must correct emergency items that endanger the family's health or safety within 24 hours of notification. (See "Emergency Repair Items" section.) For non-emergency items, repairs must be made within a maximum of 30 days. For major repairs, the Housing Authority Supervisor may approve an extension beyond 30 days.

Rent Reasonableness

GGHA must re-determine the reasonable rent:

- Before any increase in the rent to owner;
- If there is a five percent decrease in the published fair market rent (FMR) in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; or
- If directed by HUD.

Rent Increases

Where the owner is changing the amount of rent, the owner must notify the GGHA of any changes in the amount of the rent to owner at least 60 days before any such changes go into effect [24 CFR 982.308(g)(4)]. The GGHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed in Chapter 13. If the requested rent is not found to be reasonable, the owner must either reduce the requested rent increase, or give the family notice in accordance with the terms of the lease and HUD regulations.

Upon receiving the request from the owner, the GGHA will determine whether the requested increase is reasonable and notify the owner within a timely manner.

Rent increases will go into effect on the first of the month following the 60 day period after the owner notifies the tenant and the GGHA of the rent change or on the date specified by the owner, whichever is later.

H. INTERIM REEXAMINATION

In addition to the HUD requirement to conduct annual reexamination, HUD authorizes a PHA to establish policies for processing changes in family income or other significant circumstances that occur in between annual reexaminations. These policies might require families to report specific kinds of changes. When a family reports such changes, the PHA conducts an interim reexamination. If a family does not comply with requirements of the interim reexamination, the PHA may terminate the family's assistance.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

A. This section reviews GGHA's procedures and requirements for conducting interim reexaminations that may affect the TTP.

1. The tenant must report all changes in the household composition.

2. The tenant may report any of the following changes that would result in a decrease in the tenant's rent:

   a. Decrease in income

   b. Increase in allowances and deductions

3. Decreases in the tenant portion of the rent will be effective the first day of the following month if the change was reported prior to the lock-in day (deadline for issuing owner checks) on the condition that all documentation requirements are met. The exceptions to this are:

   a. Tenants, who report a decrease, **after receiving notification of an increase in their portion of rent**, must pay one month of the increased portion before the reported decrease becomes effective.

   b. A change in the tenant's portion of rent will not be made for reported decreases, lasting thirty (30) days or less.

   c. When an increase is reported within a required time frame, but the family moves out before the increase becomes effective, GGHA will not require the tenant to pay the increased portion, after receiving the change notice.

4. The tenant must report any of the following factors, which could result in an increase in rent:

   a. Change in source or amount of income;

   b. Change in family composition (which could either provides additional income to the household or reducing the deductions and allowances for which the family qualifies);

   c. Change in full-time student status of dependent.

5. Interim Change of HAP/ Increase in tenant portion:

   a. Change of HAP/ Increase in tenant portion will be needed only when there is a new source of income that results in a difference in the tenant portion of $25 or more.

   b. <u>Exception:</u> Change of HAP will not be done if tenant reports new source of income at reexamination time. The increase in tenant portion will be delayed until the annual recertification effective date.

c. Change of HAP/Increase in tenant portion may be needed for families who try to hide or fail to report changes in family income.

d. Change of HAP/Increase in tenant portion will be performed for families that have income and have a zero tenant portion (due to allowances and deductions).

B. Other Interim Reporting Requirements

1. For families whose annual income cannot be projected with any reasonable degree of accuracy, a reexamination may be required every 90 days as the minimum period time frame.

2. For families where an error was made at admission or reexamination, GGHA will perform an interim reexamination and the family will not be charged retroactively for the error made by GGHA staff.

3. For families whose rent has been based on incorrect or incomplete information supplied by the family, there will be an interim reexamination performed, and the family may be required to enter into a repayment agreement with GGHA. If the omission or misrepresentation is determined to be willful, GGHA will terminate the family's assistance.

C. Notification of Rent Changes

1. The Housing Assistance Payments Contract Amendment Notice is sent to the owner and tenant. The notice must offer the family an opportunity an informal hearing, because it changes the family's total tenant payment or tenant rent.

D. Timely Reporting

1. Standard for Timely Reporting Changes

a. All changes in family income or family composition must be made in a timely manner. The family must report such changes to GGHA, in writing, within 21 calendar days from the day which the change occurs.

b. GGHA will process decreases only if the family reports them.

c. If the change is not reported in a timely manner, as defined above, or the family does not provide the documentation within the required time frames, it will be considered untimely reporting and a program violation.

d. The family may be required to sign a third-party verification form, unless third-party verification is impossible to obtain.

2. Procedures when the Change is reported in a Timely Manner

a. GGHA will notify the family and the owner of any change in the HAP to be effective according to the following:

- The family will be given a 30-day notice prior to the first of the month, so the change is always effective on the first of the month, rather than some date within the month.
- Decreases in the tenant portion of the rent will be effective the first day of the following month if the change was reported prior to the lock-in day (deadline for issuing owner checks).
- Families who are in the process of leasing up and experience an increase in the rent portion may not necessarily receive a 30-day notice for the increased rent.

3. Procedures when the Change is Not Reported in a Timely Manner

a. If a family does not report the change within 21 calendar days from the date that the change occurred, it will be considered a program violation and the family is subject to termination.

b. The family may be allowed to sign a Repayment Agreement and receives continued assistance.

c. Increased tenant rent: the change will be effective retroactive to the date it would have been effective, had it been reported in a timely manner.

d. Decreased tenant rent: Decreases in the tenant portion of the rent will be effective the first day of the following month if the change was reported prior to the lock-in day (deadline for issuing owner checks).

4. Procedures when the Change is Not Processed by GGHA in a Timely Manner

a. "Processed in a timely manner," means that the change is effective on the date it would have been effective had the tenant reported the change in a timely manner.

b. If the change is not made effective on those dates resulting from tenant's timely reporting, the change will be considered not processed by GGHA in a timely manner.

c. If GGHA staff does not process changes in a timely manner, an increase will be effective within the required thirty-day notice prior to the first of the month after completion of processing by GGHA.

d. If the change results in a decrease in tenant portion of rent, an overpayment by the tenant will be calculated retroactively to the date it should have been effective and the tenant will be reimbursed.

5. Timing of Next Annual Re-certification

In the event there is an interim adjustment completed, the next regular re-examination will continue to be twelve months from the last effective date of the annual re-examination.

6. Changes in Family Composition

a. All changes in family composition must be reported within 21 calendar days of its occurrence.

b. When the addition of a family member is not due to birth, adoption, marriage, or court ordered custody, a family must request approval from GGHA and the landlord to add a new family member or other household member (e.g. live-in aide, foster child or foster adult). Factors that will be included in the decision making process include, but are not limited to: health and/or safety issue(s) affecting the participant family; funding availability (for requests that necessitate an increase in HCV bedroom size). GGHA must perform criminal history background checks necessary to determine whether any household member is subject to a lifetime sex offender registration requirement in California or any other state where the household members are known to have resided.

c. If a HCV family member is determined permanently absent, the change to an appropriate size HCV will be made effective at the next annual re-examination.

d. Any former family member who wishes to return to the unit must obtain approval by the GGHA prior to their return.

e. Changes in the Payment Standard or HCV bedroom size will be implemented at the next annual re-examination.

f. Verification of the new address is required when a family member is deleted.

I. ANNUAL RE-EXAMINATIONS FOR FAMILY MOVES

1. HUD permits participants to move to another unit while maintaining housing assistance. When families move to another dwelling unit, the re-certification date will be changed to the effective lease date.

2. If a participant family is moving, the GGHA will conduct a complete annual reexamination at the time of the move, to determine if the family is still eligible for assistance and to establish the housing subsidy that is made to the owner.

Chapter 15

MOVES/PORTABILITY/MOBILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the GGHA's jurisdiction, or to a unit outside of the GGHA's jurisdiction under Portability procedures or within Orange County under Mobility procedures. The regulations also allow the GGHA the discretion to develop policies that define any limitations or restrictions on moves.

A. RESTRICTION ON MOVES

A family may not move to a new unit with continued assistance if:

- The family owes the GGHA money and is behind on their payments.
- The family owes the owner any monies.
- The family has not resided in the current unit for 12 months unless move is related to school, work, medical reasons, or owner's termination of the lease.

Families will be permitted to move outside the GGHA's jurisdiction under portability procedures during the initial year of assisted occupancy if they qualified for Housing assistance as a resident.

The GGHA may deny permission to move if:

- The family has violated a Family Obligation.
- The family owes the GGHA money.
- If there is insufficient funding.
- If the family wants to move to a higher cost unit.

A Housing Authority Supervisor may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

B. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

- The assisted lease for the old unit has terminated because the GGHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

- The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

C. PROCEDURE FOR MOVES

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last 60 days, the GGHA will issue the Voucher to move after conducting the recertification, as soon as the family requests the move.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give owner and the GGHA proper written notice of any intent to move. The family must provide GGHA with proper legal written notice prior to vacating the unit.

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. MOBILITY

The cities of Anaheim, Santa Ana and the County of Orange each operate their own Housing Authority and are not with the jurisdiction of GGHA.

To facilitate tenant moves between HA jurisdictions and to reduce administrative costs, the three HAs—the Anaheim HA, the Orange County HA, and the Garden Grove HA—entered into a Mobility Agreement (MOU). Refer to attachment "B"

This provision enables eligible program participants, with a Housing Voucher issued by their Initial Housing Authority (HA) of Anaheim, Garden Grove or Orange County, to move into the jurisdiction of another Housing Authority operating within the County of Orange, under modified portability regulations, known as Mobility. Tenants requesting to move under the provisions governing Mobility are identified as Mobility tenants.

E. PORTABILITY

Portability applies to families moving out of or into the GGHA's jurisdiction within the United States and its territories.

F. OUTGOING PORTABILITY

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based Voucher assistance to lease a unit outside the GGHA's jurisdiction anywhere in the United States, in the jurisdiction of a Housing Authority with a tenant-based program. When a family requests to move outside of the GGHA's jurisdiction, the request must specify the area to which the family wants to move.

Restrictions on Portability

Applicants

If an applicant is qualified for housing assistance as a resident, the family will be permitted to exercise portability upon initial issuance of a Voucher.

Upon initial issuance of a Voucher, the family must be income eligible under the receiving PHA income limits during the initial 12-month period after admission to the program.

Non-resident applicants will be required to live in GGHA's jurisdiction for one year before exercising portability except for the following circumstances:

- The Receiving and Initial PHA agrees to allow the move.
- The family's move relates to an opportunity for education, job training or employment.
- Incidence of domestic violence or physical threat.

The GGHA will not permit families to exercise portability in the following circumstances:

- The family is in violation of a family obligation.

- The family owes money to the GGHA or owner.
- The family has moved out of its assisted unit in violation of the lease.
- The family is not in good standing with GGHA.

G. INCOMING PORTABILITY

Absorption or Administration

The GGHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portable" Voucher by the GGHA. The term of the Voucher will not expire before the expiration date of any Initial PHA Voucher. The family must submit a request for approval of tenancy for an eligible unit to the GGHA during the term of the Initial PHA Voucher. The GGHA may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in the GGHA's jurisdiction, they must contact the Initial PHA to request an extension.

GGHA has the authority to (a) conduct its own examination of an incoming portable family's income and composition, (b) conduct its own criminal background check, and (c) require an incoming portable family to attend a briefing.

The GGHA may absorb incoming portable families provided that there is funding available.

When the GGHA does not absorb the incoming Voucher, it will administer the Initial PHA's Voucher and the GGHA's policies will prevail.

The GGHA is in an accessible area for the families that have received a VASH Voucher. Portability moves to the GGHA will be billed. The GGHA does not have HUD-VASH vouchers and therefore will not be able to absorb the participants porting to GGHA with VASH vouchers. The initial Housing Authority must provide the case management. The moves will be processed in accordance to the portability procedures of 24 CFR 982.355, with one exception regarding the screening process. PHAs will not have the authority to screen potentially eligible families or deny assistance for any grounds permitted under 24 CFR 92.552 (broad denial for violation of HCV program requirements) and 982.553 (specific denial for criminal and alcohol abuses), with one exception. GGHA will still be required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The GGHA will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition which would change the Voucher size, the GGHA will change to the proper size based on its own Subsidy Standards.

Income and Total Tenant Payment of Incoming Portables

As receiving PHA, the GGHA will conduct a recertification interview, but only verify the information provided if the documents are missing or are over 60 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the GGHA conducts a recertification of the family, it will not cause a delay in the issuance of a Voucher.

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the GGHA's jurisdiction, the GGHA will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Approval of Tenancy

An interview will be mandatory for all portability families.

When the Family submits a Request for Tenancy Approval, it will be processed using the GGHA's policies. If the Family does not submit a Request for Approval of Tenancy or does not execute a lease, the Initial PHA will be notified within 30 days by the GGHA.

If the Family leases up successfully, the GGHA will notify the Initial PHA within 30 days, and the billing process will commence.

The GGHA will notify the Initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the Voucher.

If the GGHA denies assistance to the family, the GGHA will notify the Initial PHA within 15 days, and the family will be offered a review or hearing.

The GGHA will notify the Family of its responsibility to contact the Initial PHA if the Family wishes to move outside the GGHA's jurisdiction under continued portability.

Regular Program Functions

The GGHA will perform all program functions applicable to the tenant-based assistance program, such as:

- Annual reexaminations of family income and composition;
- Annual inspection of the unit; and
- Interim examinations when requested or deemed necessary by the GGHA.

Terminations

The GGHA will notify the Initial PHA in writing of any termination of assistance within 30 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the GGHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial PHA.

The Initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial PHA notifies the GGHA that the Family is in arrears or the Family has refused to sign a Payment Agreement, the GGHA will terminate assistance to the family.

Required Documents

As Receiving PHA, the GGHA will require the documents listed on the HUD Portability Billing Form from the Initial PHA.

Billing Procedures

As Receiving PHA, the GGHA will bill the Initial PHA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial PHA.

The GGHA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial PHA's rate) for each "Portability" Voucher leased as of the first day of the month.

The GGHA will notify the Initial PHA of changes in subsidy amounts and will expect the Initial PHA to notify the GGHA of changes in the Administrative Fee amount to be billed.

Chapter 16

CONTRACT TERMINATIONS

INTRODUCTION

The HAP contract is a contract between the GGHA and the owner.

There are situations in which the HAP contract terminates automatically and those in which the GGHA makes a determination to terminate the contract. For whichever reason it occurs, once the contract terminates, the GGHA makes no housing assistance payments to the owner.

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the GGHA may be terminated by the GGHA, or by the owner or tenant terminating the lease.

TYPES OF HAP CONTRACT TERMINATIONS

Zero HAP Families

- The HAP contract terminates automatically 180 (consecutive) calendar days after the last housing assistance payment is made to the owner.
- If the reexamination results in zero HAP, the family may continue as a program participant for six months (180 days) from the date of the reexamination effective date. During that period, the HAP contract between the GGHA and the owner remains in effect. If the family circumstances change during the six-month period and the family again needs assistance, the GGHA conducts an interim reexamination and reinstates assistance. At the end of six months, if the subsidy has not been restored, the HAP contract will terminate. The GGHA should provide the family and the owner at least 30 days advance notice of the proposed termination and an opportunity to request an informal hearing.
- The GGHA may issue a voucher to a current participant for whom no HAP is being made if less than 180 days have elapsed since the date of the last HAP and the family plans to move to another unit for which there will be a HAP. During a 180-day period, the family is still considered under the obligations and benefits of the rental assistance program, and issuing a voucher for another unit is one of those benefits.

Termination of Lease

- The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

Owner Termination

- When an owner terminates a lease in accordance with the term of the lease, housing assistance payments are terminated. However, if the owner has started eviction proceedings, and the family continues to live in the unit, the PHA must continue to make housing assistance payments to the owner until a court judgment or other process allows the owner to evict the tenant. The PHA may continue such payments until the family moves or is evicted from the unit.

- If an eviction is not due to a serious or repeated violation of the lease, and the GGHA has no other grounds for termination of assistance, the GGHA may issue a new housing choice voucher so that the family can move with continued assistance.

- In the event that a unit becomes vacant because of the death of a tenant, the GGHA will pay the owner to the end of the month in which the tenant passes away.

Unit that is too Small

- If the PHA determines that the unit does not meet housing quality standards (HQS) because of an increase in family size or composition, the GGHA must issue the family a new voucher to allow them to find an acceptable unit as soon as possible.

- If an acceptable unit is available for rental by the family, the GGHA will request the family to issue a 30-day notice and the GGHA will terminate the HAP contract in accordance with the terms of the contract.

- When the GGHA terminates the HAP contract because of a violation of the HQS space standards:

  - The GGHA will notify the family and the owner of the termination.

  - The HAP contract terminates at the end of the 30-day notice from the day the family serves the notice to the owner.

  - The family may move to a new unit.

Absence from the Unit

- HUD allows the family to be absent from the unit for brief periods of time. However, housing assistance terminate if the family is absent for longer than the maximum period permitted (180 consecutive calendar days). When the family is absent beyond this point, the term of the HAP contract and assisted lease is also terminated.

- HUD clarifies that absence means no family member is residing in the unit.
- For more detailed clarification, refer to chapter 8 (Factors Related to Total Payment Family Share and Family Determination).

Owner Breach of Contract

- A number of activities by the owner are considered a breach of the HAP contract. If the GGHA determines that the owner has committed any such breaches, it has the authority to terminate the HAP contract. The following activities constitute breach of contract:
  - The owner violates any obligations under HAP contract, including HQS;
  - The owner has violated any obligations under any other HAP contract with the Section 8 program;
  - The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
  - For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the mortgage or loan.
  - The owner engaged in drug-related criminal activity; or
  - The owner has committed any violent criminal activity.
- GGHA will determine remedy for owner breach of contract including recovery of HAP overpayment, abatement or other reduction of HAP, termination of housing assistance payments, or termination of the HAP contract.

Insufficient Funds

HAP contract may be terminated by the GGHA because of the consolidated annual contribution contract (ACC) is insufficient to support continued assistance for families in the program.

Notification Requirements

In situations where the GGHA terminates the HAP contract, the GGHA must notify the owner and the family in writing. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, the GGHA will not make any more housing assistance payments.

Prohibition Against Termination Under VAWA

The Violence Against Women Reauthorization Act (VAWA) of 2005, limits the owner's and PHA's rights to terminate tenancy or program assistance under certain circumstances. See attachment on GGHA Violence Against Women Act (VAWA) Policy.

Chapter 17

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The GGHA may deny or terminate assistance for a family because of the family's action or failure to act. The GGHA will provide families with a written description of the Family Obligations under the program, the grounds under which the GGHA can deny or terminate assistance, and the GGHA's informal hearing procedures. This chapter describes when the GGHA is required to deny or terminate assistance, and the GGHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

If denial or termination is based upon behavior resulting from a disability, the GGHA will delay the denial or termination in order to determine if there is an accommodation, which would negate the behavior resulting from the disability.

A. FAMILY OBLIGATIONS

1. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.

2. The family must:

   - Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.

   - Disclose and verify social security numbers and sign and submit consent forms for obtaining information.

   - Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.

   - Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.

   - Allow the PHA to inspect the unit at reasonable times and after reasonable notice.

   - Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.

   - Use the assisted unit for residence by the family. The unit must be the family's only residence.

- Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.

- Request in the writing for the GGHA approval to add any other family member as an occupant of the unit.

- Promptly notify the PHA in writing if any family member no longer lives in the unit. When the family has notified the GGHA that a family member has moved out, they must furnish the following information:

  a. The date the family member moved out.

  b. The new address, if known, of the family member.

  c. A statement as to whether the family member is temporarily or permanently absent.

- Give the PHA a copy of any owner eviction notice.

- Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

3. Any information that the family supplies must be true and complete.

4. The family (including each family member) must not:

   - Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).

   - Commit any serious or repeated violation of the lease. The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination:

     a. The owner terminates tenancy through court action for serious or repeated violation of the lease.

     b. The owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the GGHA determines that the cause is a serious or repeated violation of the lease based on available evidence.

     c. Non-payment of rent is considered a serious violation of the lease.

   - Commit fraud, bribery or any other corrupt or criminal act in connection with the program.

- Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity or the premises.

- Sublease or let the unit or assign the lease or transfer the unit.

- Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

- Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

- Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

- Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

B. SCREENING OF APPLICANTS

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. The Garden Grove Housing Authority endorses and implements policy to support this commitment. We support parental efforts to instill values of personal responsibility and hard work, help maintain an environment where children can live safely, learn and grow up to be productive citizens, and assist families towards self-sufficiency.

In an effort to prevent future drug-related and other criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, the GGHA will endeavor to screen applicants as thoroughly as possible for criminal activity. Such screening will apply to any member of the household who is 18 years of age or older. All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

C. STANDARDS AND TYPES OF EVIDENCE FOR DENIALS AND TERMINATIONS

- Arrests (how many in what period)
- Convictions (how long ago)
- Preponderance of evidence (Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it.)
- Credible evidence (Examples include evidence provided by police and the court system, evidence which is tied to the activity, arrest warrant issued, etc.)

D. CONSIDERATION OF CIRCUMSTANCES FOR DENIALS AND TERMINATIONS

When determining whether to deny or terminate assistance because of action or failure to act by members of the family, the GGHA will consider the following circumstances:

- The seriousness of the case;
- The extent of participation or culpability of family members;
- Mitigating circumstances relating to the disability of a family member; and
- The effect that denial of admission would have on other members of the family who were not involved in the action or failure to act.

For a termination decision based on illegal use of drugs or alcohol abuse by a family member who no longer engages in such behavior, the GGHA will consider whether the family member:

- Has successfully completed a rehabilitation program;
- Is currently participating in a rehabilitation program; or
- Has otherwise been successfully rehabilitated.

The GGHA requires the family member to submit evidence of such rehabilitation.

When considering a termination, the GGHA may permit continued assistance for the family on the condition that the family member(s) who were involved in the action or failure to act will not reside in the unit.

E. CONFIDENTIALITY OF CRIMINAL RECORDS

The GGHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and will be destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance and to upper level HCV management.

Misuse of the above information by any employee will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The GGHA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

F. FORM OF DENIAL/TERMINATION

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the GGHA waiting list.
- Denying a voucher or withdrawing a voucher.
- Refusing to enter into a HAP contract or approve a tenancy.
- Refusing to process or provide assistance under portability procedures.

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy.
- Terminating housing assistance payment under an outstanding HAP contract.
- Refusing to process or provide assistance under portability procedures.

Mandatory Denials: Drug Abuse or Other Criminal Activity

1. Eviction Due to Drug-Related Criminal Activity

Applicants *evicted* from a federally assisted housing for drug-related criminal activity are ineligible for admission to the housing choice voucher program for a three-year period beginning on the date of such eviction.

Drug-related criminal activity means the illegal manufacture, sale distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)

However, the GGHA may admit the household if:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised rehabilitation program approved by GGHA,

or

- The circumstances leading to the eviction no longer exists (for example, the criminal household member has died or is imprisoned.)

2. Illegal Drug Use

Applicants will be denied admission to the HCV program if a household member is currently engaged in illegal use of a drug or there is reasonable cause to believe that a household member's illegal use of or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

3. Methamphetamine Production

Applicants will be denied admission to the HCV program if any member of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

4. Sex Offender Registration

Any member of the household that is subject to a lifetime registration requirement under a state sex offender registration program, is permanently prohibited from admission to the HCV program.

5. Abuse Or Pattern Of Abuse Of Alcohol

Applicants will be denied if any family member's alcohol abuse interferes with the health, safety, or peaceful enjoyment of other residents.

Denial of Students

Housing assistance will be denied to any individual who:

- Is enrolled as a student at an institution of higher education (as defined under section 102 of the Higher Education Act of 1965;
- Is under 24 years of age;
- Is not a veteran;
- Is unmarried;
- Does not have a dependent child; and
- Is not otherwise individually eligible, or has parents who individually or jointly, are not eligible to receive assistance under section 8 of the United States Housing Act of 1937.

Permissible Denials: Criminal Activity

- Applicants and household members with drug or alcohol criminal activity will be denied unless the use of a controlled substance or alcohol has not occurred during the last five years. When making the decision to deny an applicant, the GGHA will consider successful completion of a drug and/or alcohol rehabilitation program.
- Applicants and household members with violent criminal activity will be denied unless the applicant household member's violent criminal activity has not occurred within the last five years.
- Applicants and household members that commit any other criminal activity within a five-year period may be denied.
- Applicants and household members will be denied for criminal activity that threatens the health or safety of the owner, property management staff or persons performing work on behalf of the GGHA (including a GGHA employees, contractor or agent).

Permissible Denials: Other Issues

The GGHA may at any time deny assistance to a family (**applicants or tenants**) for reasons including:

- If the family violates any family obligation.
- If any member of the family has been evicted from federally assisted housing in the last five years.
- If the GGHA has ever terminated assistance under the Certificate or Voucher program for any member of the family.
- If any family member commits fraud, bribery, or another corrupt or criminal act regarding any federal housing program.
- If the family currently owes rent or other amounts to the GGHA or to another PHA in connection with HCV or public housing programs.
- If the family breaches an agreement with the GGHA to pay amounts owed to the GGHA, or amounts paid to an owner by the GGHA.
- If the family has engaged in or threatened abusive or violent behavior towards a GGHA personnel.

  Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

Mandatory Terminations

- The GGHA will terminate assistance if the family has been evicted from housing assistance under the Section 8 program for serious violation of the lease.
- The GGHA will terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information in accordance with program regulations.
- The GGHA will terminate assistance if a family member does not establish citizenship or eligible immigration status. This is based on Non-citizen Rule regulations. (See section on Procedures for Non-citizens in this chapter.)
- The GGHA will terminate assistance if any family member fails to meet the eligibility requirements concerning certain individuals enrolled at an institution of higher education. (See "Student Denials" in the section above).
- The GGHA will terminate assistance if a participating family fails to provide the documentation or certification required for any family member who obtains a social security number.

- The GGHA will terminate assistance if any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

- The family is under contract and 180 days have elapsed since the GGHA's last housing assistance payment was made. (See the chapter "Contract Terminations.")

Permissible Terminations

The GGHA **may** terminate assistance to a family for any of the reasons listed below:

- The family violates any family obligation

- Any member of the family has been evicted from Federally-assisted housing in the last five years.

- If the GGHA has ever terminated assistance under the certificate or voucher program for any family member.

- Any family member commits fraud, bribery, or another corrupt or criminal act regarding any federal housing program.

- The family currently owes rent or other amounts to the GGHA or another PHA in connection with Section 8 or public housing programs.

- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damage to unit, or other amounts owed by family under the lease.

- The family breaches an agreement with the GGHA to pay amounts owed to the PHA, or amounts paid to an owner by a GGHA.

- The family has engaged in or threatened abusive or violent behavior towards GGHA staff.

  Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

  "Threatening" refers to oral or written threats or physical gestures that communicates intent to abuse or commit violence.

  Actual physical abuse or violence will always be cause for termination.

- The family has been engaged in criminal activity or alcohol abuse. Criminal activity includes violent criminal activity and drug activity.

G. PROCEDURES FOR NON-CITIZENS

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The GGHA must offer the family an opportunity for a hearing. (See chapter on Eligibility for Admission; section on Citizenship/Eligible Immigration Status).

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When the GGHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information. The GGHA will then verify eligible status, deny, terminate, or prorate as applicable.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the GGHA either after the INS appeal or in lieu of the INS appeal.

After the GGHA has made a determination of ineligibility, the family will be notified of the determination and the reasons, and informed of the option for prorated assistance (if applicable).

H. PROHIBITION AGAINST DENIAL UNDER VAWA

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of assistance to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. (Refer to the Attachment A for VAWA policy).

Violence Against Women Act (VAWA)-Rights And Obligations

- An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and

shall not be cause for terminating the assistance, tenancy or occupancy rights of the victim of that violence.

- Additionally, **assistance or occupancy rights will not be terminated** as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the household, a guest or another person under the family's control and the family member or an immediate family member is the victim.

- The GGHA **may terminate** assistance to a participant in the Housing Choice Voucher Program, who engages in criminal acts of physical violence against family members or others. This action may be taken against the individual alone, without evicting, terminating the tenancy of, removing, denying assistance to, or otherwise penalizing other household members.

Limitations to VAWA

- The housing assistance of the victim **may** be terminated if the owner, manager, or housing authority can demonstrate "an actual and imminent threat" to other tenants or persons employed at or providing services to the development.

- The tenancy and/or assistance **may** be terminated for lease violations that are not based on an incident or incidents of domestic violence, dating violence or stalking.

- If the tenant claims protection under VAWA against termination of tenancy or assistance, the owner, manager, or housing authority may require certification concerning the incident or incidents of domestic violence. The certification must be delivered within the time allowed or the tenant will lose the legal protections under VAWA. There are three ways for a tenant to certify the incident/incidents. The tenant may fill out a HUD approved form, provide a police report or court record, or may have a professional person who was consulted about the domestic violence, dating violence or stalking provide documentation.

I. NOTIFICATION REQUIREMENTS FOR DENIALS/TERMINATIONS

Upon making a decision to terminate or deny assistance, the GGHA will give the family written notice of termination or denial that states the reason for the termination, effective date of the termination, and family's right to request a hearing or review.

J. LEASE VIOLATIONS

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance if:

- The owner terminates tenancy through court action for serious or repeated violation of the lease.
- The owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the GGHA determines that the cause is a serious or repeated violation of the lease based on available evidence.
- Non-payment of rent is considered a serious violation of the lease.

K. FAMILY ADDITIONS AND DELETIONS

Proposed Additions to the Family

All requests to add family members must meet the GGHA's definition of a family. The proposed additional family members must meet the same criteria listed above in the section "Permissible Denials: Other Issues" in this chapter.

Family Member Moves Out

Families are required to notify the GGHA if any family member leaves the assisted household. When the family notifies the GGHA, they must furnish the following information:

1. The date the family member moved out.
2. The new address, if known, of the family member.
3. A statement as to whether the family member is temporarily or permanently absent.

Failure to report family deletion(s) may be cause for termination.

L. ADDITIONAL PROGRAM VIOLATIONS

Limitation on Profit-making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business that is not available for sleeping, it will be considered a violation.

If the GGHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the GGHA determines the business is not legal, it will be considered a program violation.

Interest in Unit

The owner may not reside in the assisted unit regardless of whether he or she is a member of the assisted family, unless the family owns the mobile home and rents the pad under the HCV Program.

The above violations may result in termination of assistance from the GGHA HCV Program.

Misrepresentation In Collusion With The Owner

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the GGHA may deny or terminate assistance.

In making this determination, the GGHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

M. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the GGHA to overpay assistance, the GGHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement.

N. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the GGHA to fulfill its responsibilities. The GGHA schedules appointments and sets deadlines in order to obtain the required information. The obligations also require that the family allow the GGHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the GGHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the GGHA to inspect the unit.

If a family fails to attend two scheduled interviews or fails to respond to two inspection appointment letters without the GGHA's approval, or if the notice is returned by the post office with no forwarding address, a notice of termination will be sent to the family's address of record, and to any alternate address provided in the family's file.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for admissions
- Verification procedures
- Voucher issuance and briefings
- Housing quality standards and inspections
- Re-certifications
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Incarceration
- Family emergency

O. PROCEDURE WHEN APPOINTMENTS ARE MISSED OR INFORMATION NOT PROVIDED

For most purposes in this Plan, the family will be given an additional opportunity before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice may be rescinded if the family offers to cure and the family does not have a history of non-compliance.

P. INSUFFICIENT FUNDING [24 CFR 982.454]

The GGHA may terminate HAP contracts if the GGHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program. If the GGHA determines

there is a shortage of funding, prior to terminating any HAP contracts, the GGHA will determine if any other actions may be taken to reduce program costs. The GGHA may implement the following actions to reduce costs:

- Deny tenant's request to move to higher cost units within our jurisdiction or port out to higher cost areas.

  "Higher cost unit" is defined as a unit which the Housing Authority would have to pay a higher subsidy amount due to the increase in gross rent for the new unit. "Higher cost area" is defined as areas in which subsidy amount will be higher due to a higher payment standard or a more generous bedroom subsidy standard.
- Increase the minimum rent above $50.
- Lower payment standards and apply the new payment standards immediately.
- Deny rent increase requests from owners.
- Increase all participant rent portions by a fixed amount.

The GGHA will obtain any necessary waivers from HUD before implementing any cost-cutting measures. Special accommodation and unusual cases will be reviewed on a case-by-case basis by a Supervisor.

Prior to terminating any HAP contracts, the GGHA will inform the local HUD field office. The GGHA will terminate the minimum number needed in order to reduce HAP costs to a level within the GGHA's annual budget authority.

If the GGHA must terminate HAP contracts due to insufficient funding, the GGHA will do so in accordance with the following criteria and instructions.

Category 1: Voucher holders that have not entered into HAP contracts will be placed on hold and will be reactivated when funding is available.

Category 2: The GGHA will terminate HAP contracts on a First-in, First-out basis. In other words, the GGHA will terminate HAP contracts starting with families who have been on the program the longest. If more than one family was admitted to the program on the same day, the GGHA will select the required number of families using a random method. These families will be placed at the top of the waiting list and as funding becomes available they will be reinstated to the program if all eligibility criteria are still met.

Exclusions: The GGHA may exclude elderly families, disabled families and project-based voucher holders from termination due to insufficient funding.

CHAPTER 18

PROGRAM INTEGRITY

INTRODUCTION

GGHA is committed to ensuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

GGHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines GGHA's policies for the prevention, detection and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will GGHA undertake an inquiry or an audit of a participating family arbitrarily. GGHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The GGHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, it is GGHA's responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to GGHA' s attention, to investigate such claims.

GGHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

- **Referrals, Complaints, or Tips -** GGHA will follow up on referrals from other agencies, companies or persons, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules.

- **Internal File Review -** A follow-up will be made if GGHA staff discovers (as a function of a certification or recertification, an interim re-determination, or a quality control review), information or facts which conflict with previous file data, the GGHA's knowledge of the family, or is discrepant with statements made by the family.

- **Verification of Documentation -** A follow-up will be made if the GGHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE GGHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The GGHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in GGHA management and staff by emphasizing education as the primary means to obtain compliance by families.

- **Things You Should Know -** This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify GGHA's expectations for cooperation and compliance.

- **Program Orientation Session -** Mandatory orientation sessions will be conducted by the GGHA staff for all prospective program participants, either prior to or upon issuance of a voucher. A list of Family Obligations will be provided on the voucher.

- **Resident Counseling -** GGHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to HCV program.

- **Rules and Requirements -** Staff will inform participants of the rules and requirements of the Program.

- **Review and Explanation of Forms -** Staff will explain all required forms and review the contents of all certification documents prior to signature.

C. STEPS THE GGHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The GGHA staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. **Quality Control File Reviews:** Prior to initial certification, and at the completion of all subsequent re-certifications, a minimum of 5% of files will be reviewed. Such reviews shall include, but are not limited to:

    - Assurance that all levels of verification are followed.
    - Changes in reported social security numbers or dates of birth.
    - Ratio between reported income and expenditures.
    - Review of the Personal Declaration for discrepancy.

- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

2. **Observation:** The GGHA staff will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

3. **Public Records:** Public records may be reviewed by management and staff.

4. **Credit Bureau Inquiries:** Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

   - At the time of final eligibility determination
   - When an allegation is received by the GGHA wherein unreported income sources are disclosed.
   - When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.
   - Large and/or unusual bank deposits where no plausible explanation is given.

D. THE GGHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The GGHA staff will encourage all participating families to report suspected abuse. All such referrals, as well as referrals from community members and other agencies, will be documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The GGHA staff will not follow up on vague or non-specific allegations. Cases may be referred to the Investigator Generals (IG) Office.

1. **File Review:** An internal file review will be conducted to determine:

   If the subject of the allegation is a client of GGHA and, if so, to determine whether or not the information reported GGHA's been previously disclosed by the family, the GGHA will then determine the most appropriate authority to do a follow-up. Any file documentation of past behavior as well as corroborating complaints will be evaluated.

2. **Conclusion of Preliminary Review:** If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, the GGHA staff will initiate an investigation to determine if the allegation is true or false.

E. HOW THE GGHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If GGHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the housing manager to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, GGHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries (CBI): In cases involving a discrepancy in income, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

Employers and Ex-employers: Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses: Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the GGHA's review.

Other Agencies: Investigators, caseworkers or representatives of other agencies may be contacted.

Public Records: If relevant, GGHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Onsite Inspections: If relevant, the GGHA will conduct onsite inspections to confirm allegations of program abuse and fraud.

HUD'S Enterprise Income Verification (EIV): EIV reports will be reviewed annually and when needed for fraud and abuse detection.

The Case Conference/Interview for Violations and Misrepresentations:

GGHA will discuss the allegation/s with the head of household or family member by scheduling an appointment at the GGHA office.

This conference will take place prior to any proposed action by GGHA. The purpose of such conference is to review the information and evidence obtained by GGHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by GGHA. The family will be given an opportunity to furnish any mitigating evidence.

A secondary purpose of the conference is to assist GGHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, GGHA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions.
- The amount of money involved.
- The family's past history.
- Whether or not criminal intent has been established.

The GGHA staff will maintain a high standard of courtesy and professionalism during the interview. Under no circumstances will inflammatory or accusatory language, or any unprofessional conduct be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. CONCLUSION OF THE GGHA's INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the findings will be reported to the housing manager or designee. It will then be determined whether a violation has occurred, or if the facts are inconclusive.

G. EVALUATION OF THE FINDINGS

If it is determined that a program violation occurred, GGHA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.

- What amount of money (if any) is owed by the family.
- If the family is eligible for continued rental subsidy.

H. ACTION PROCEDURES FOR DOCUMENTED VIOLATIONS

Once a program violation has been determined, GGHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. **Procedural Non-compliance:** This category applies when the family "fails to" observe a procedure or requirement of GGHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

   a. **Examples of non-compliance violations are:**

      - Failure to appear at a pre-scheduled appointment.
      - Failure to return required documents by the specified deadline.

   b. **Warning Notice to the Family:** In such cases, a notice will be sent to the family, which contains the following:

      - A description of the non-compliance and the procedure, policy or obligation, which was violated.
      - The date by which the violation must be corrected, or the procedure complied with.
      - The action, which will be taken by GGHA if the procedure or obligation is not complied with by the date specified by GGHA.
      - The consequences of repeated (similar) violations.

2. **Procedural Non-compliance Resulting in Overpaid Assistance:**

   When the family owes money to GGHA for failure to report changes in income or assets; GGHA will process a repayment agreement. This agreement will contain the following:

   - A description of the violation and the date(s).
   - Any amounts owed to GGHA.
   - The right to disagree and to request an informal hearing.

a. **Review of the Repayment Agreement:** A GGHA staff person will meet with the participant to discuss the family obligation(s) or program rule(s) violated and review the repayment agreement.

b. **Participant Fails to Comply with GGHA's Repayment Agreement:** If the participant fails to comply with the GGHA's repayment agreement, and a family obligation has been violated, GGHA will initiate termination of assistance.

3. **Intentional Misrepresentations:** When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by GGHA, GGHA will evaluate whether or not:

   - The participant had knowledge that his/her actions were wrong, and
   - The participant willfully violated the family obligations or the law.

   a. **Knowledge that the action or inaction was wrong:** This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, housing vouchers, and various forms such as the Personal Declaration and the "Things You Should Know" are adequate to establish knowledge of wrongdoing.

   b. **The participant willfully violated the program violations:** The following examples, which may be considered adequate to demonstrate willful intent, may include but are not limited to:

      - An act was done repeatedly.
      - An admission by the participant of the misrepresentation.
      - A false name or social security number was used.
      - An admission of other illegal actions.
      - A deliberate omission of material facts.
      - A falsification, forgery, or alteration of documents by the participant.
      - A discrepancy between verbal or certified statements at a re-examination, which were later independently verified to be false.

4. **Dispositions of Cases Involving Misrepresentations:** In all cases of misrepresentations where monies are to be recovered, GGHA may pursue one or more of the following actions:

   a. **Criminal Prosecution:** If the GGHA has established criminal intent, and the case meets the criteria for criminal prosecution, the GGHA may refer the case to the local District Attorney, notify HUD's Regional Inspector General for Investigation (RIGI) and terminate rental assistance.

   b. **Administrative Remedies:** The GGHA may:

      - Terminate assistance and execute a repayment agreement in accordance with the GGHA's repayment policy.
      - Terminate assistance and pursue restitution through civil litigation.
      - Permit continued assistance and execute a repayment agreement in accordance with the GGHA's repayment policy.

Chapter 19

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the GGHA to recruit owners to participate in the Voucher program. The GGHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the GGHA. The regulations define when the GGHA must disallow an owner participation in the program, and they provide the GGHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party. Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The GGHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

The GGHA may disapprove the owner for the following reasons:

- The owner has violated obligations under one or more housing assistance contracts under the Housing Choice Voucher Program.
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug-related criminal activity or any violent criminal activity.
- The owner has current or previous practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.

- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, GGHA employees, owner or employees.
  - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
  - Engages in drug-related criminal activity or violent criminal activity;
- The owner has not paid Federal, State, local real estate taxes, fines, assessments or fees.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
- The owner displays abusive behavior towards GGHA employees or other Housing Authority employees. .
- The owner alters the HAP contract.
- The owner fails to return the HAP contract.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the GGHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense.

Before imposing any penalty against an owner the GGHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

C. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract and lease.

The GGHA may approve the assignment of the HAP contract to a new owner. The GGHA may approve the assignment, since they are a party to the contract. The GGHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.

The GGHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security number of the new owner. The HAP check will be sent to the new owner the month following the receipt of the signed change of ownership form and other paperwork.

If the new owner does not want an assignment of the contract, the GGHA will terminate the HAP contract with the old owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit. If the family chooses to stay and accept the owner's new lease, the GGHA will enter into a new HAP contract.

Chapter 20

OWNER OR FAMILY DEBTS TO THE GGHA

INTRODUCTION

This chapter describes the GGHA's policies for the recovery of monies which have been overpaid for families and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the GGHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the GGHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the GGHA, the GGHA will make every effort to collect it. The GGHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Abatements
- Reductions in HAP to owner
- Collection agencies
- Credit bureaus
- Income tax off-set programs

A. PAYMENT AGREEMENT FOR FAMILIES

A Payment Agreement as used in this Plan is a document entered into between the GGHA and a person who owes a debt to the GGHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the GGHA upon default of the agreement.

Payment Procedures

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

- The family may be required to pay the full amount of the debt at one time.
- The family will be required to pre-pay up to one-third of the amount owed prior to or upon execution of the Payment Agreement.
- The amount of the monthly payment will be determined in accordance with the family's current income.

The GGHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the GGHA.

There are some circumstances in which the GGHA will not enter into a payment agreement. They are:

- If the family already has a Payment Agreement in place.
- If the GGHA determines that the family committed program fraud.

The GGHA will use a sliding scale system to determine the monthly payment (The GGHA may request up to one-third of the amount owed as a down payment.)

Guidelines For Payment Agreements

Payment Agreements will be executed between the GGHA and the head of household/co-head only/head of household and spouse.

Payment may be made by cash, money order, cashier's check or personal check. If a check is returned for non-sufficient funds, payment may be made only by money order or cashier's check.

Monthly payment or the initial down-payment may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of a Housing Authority Supervisor or designee.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Payment Agreement is current:

- Family size exceeds the HQS maximum occupancy standards;
- The HAP contract is terminated due to owner non-compliance or opt-out;

- A natural disaster.

Late Payment

A payment will be considered to be delinquent if:

- The payment is not received by the close of the business day three (3) days after the due date.

If the family's payment agreement is late, and the family has not contacted or made arrangements with the GGHA, the GGHA may:

- Terminate housing assistance for a second missed payment.

If the family requests a move to a new unit, they will be required to pay the balance of the payment agreement in full. Consideration will be given if the move was beyond the tenant's control (e.g., due to owner neglect).

If the family requests a move to another unit and is delinquent on a payment agreement for the payment of an owner claim:

- The family will be required to pay the balance in full.

B. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the GGHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the "Payment Agreement" section of this chapter.

Program Fraud

Families who owe money to the GGHA due to program fraud will be required to repay in accordance with the guidelines in the "Payment Agreement" section of this chapter.

If a family is suspected of program fraud the case may be referred to the Inspector General. Where appropriate, the GGHA will refer the case for criminal prosecution.

C. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

If the family goes into default on the payment agreement for back rent incurred during a minimum rent period, the GGHA will reevaluate the family's financial situation and determine whether the family has the ability to pay the increased rent amount and if not, restructure the existing payment agreement.

Additional Monies Owed

If the family already has a Payment Agreement in place and incurs an additional debt to the GGHA:

- The GGHA will not enter into more than one Payment Agreement with the family. (A waiver may be granted on a case-by-case basis.)

D. OWNER DEBTS TO THE GGHA

If the GGHA determines that the owner has retained Housing Assistance the owner is not entitled to, the GGHA may reclaim the amounts from future Housing Assistance Payment owed the owner for any units under contract.

If future Housing Assistance or Claim Payment are insufficient to reclaim the amounts owed, the GGHA will:

- Require the owner to pay the amount in full within 30 days.
- Pursue collections through the local court system.
- Restrict the owner from future participation.

Chapter 21

INFORMAL REVIEWS AND HEARINGS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the GGHA. This chapter describes the policies, procedures and standards to be used when families disagree with a GGHA decision. The procedures and requirements are explained for informal reviews and hearings. It is the policy of the GGHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE GGHA

Complaints from families who disagree with an action, decision, or inaction of the GGHA, will be assigned to the appropriate staff member for resolution.

B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Informal Review Guidelines

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the GGHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and
- The time limit for requesting a review.

The GGHA must provide applicants with the opportunity for an informal review of decisions denying:

- Listing on the GGHA's waiting list.
- Issuance of a voucher.
- Participation in the program.

Informal Reviews are not required for established policies and procedures and GGHA determinations such as:

- Discretionary administrative determinations by the GGHA.
- General policy issues or class grievances.
- A determination of the family unit size under the GGHA subsidy standards.
- Refusal to extend or suspend a voucher.
- The GGHA's determination not to grant approval of the tenancy.
- Determination that unit is not in compliance with HQS.
- Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Informal Review

A request for an Informal Review must be received in writing by the close of the business day, no later than 10 working days from the date of the GGHA's notification of denial of assistance. The informal review will be scheduled within 10 working days from the date the request is received.

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 a staff person who is at the housing authority supervisor level or above. The person conducting the review will regulate the conduct of the review.

The applicant will be given the option of presenting oral or written objections to the decision. Both the GGHA 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 ten working 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. PREFERENCE DENIALS

When the GGHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for an informal review with GGHA staff to discuss the reasons for the denial and to dispute the GGHA's decision. The person who conducts the meeting will be a housing authority supervisor or their designee.

D. INFORMAL HEARING PROCEDURES

Informal Hearing Guidelines

When the GGHA makes a decision regarding the eligibility and/or the amount of assistance, new admissions and participants must be notified in writing. The GGHA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the GGHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the GGHA's decision;
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing;
- The family will be given the opportunity to examine before the GGHA hearing any GGHA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the GGHA does not make the document available for examination on request of the family, the GGHA may not rely on the document at the hearing;
- The GGHA must be given the opportunity to examine at the GGHA offices before GGHA hearing any family documents that are relevant to the hearing. The GGHA must be allowed to copy any such document at the GGHA expense. If the family does not make the document available for examination on request of the GGHA, the family may not rely on the document at the hearing.

The GGHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following GGHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment.

- Appropriate utility allowance used from schedule.
- Family unit size determination under GGHA subsidy standards.
- Determination to terminate assistance for any reason.
- Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.
- The GGHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies and procedures and GGHA determinations such as:

- Discretionary administrative determinations by the GGHA.
- General policy issues or class grievances.
- Establishment of the GGHA schedule of utility allowances for families in the program.
- The GGHA's determination not to approve an extension or suspension of a voucher term.
- The GGHA's determination not to approve a unit or lease.
- The GGHA's determination that an assisted unit is not in compliance with HQS (GGHA must provide hearing for family breach of HQS because that is a family obligation determination).
- The GGHA's determination that the unit is not in accordance with HQS because of the family size.
- The GGHA's determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

Notification of Hearing

It is the GGHA'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 GGHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the GGHA receives a request for an informal hearing, a hearing shall be scheduled within 10 working days. The notification of hearing will contain:

- The date and time of the hearing

- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of the GGHA upon which the GGHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. The GGHA will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than two days before the hearing date.

The GGHA's Hearing Procedures

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 seriously affects the health, safety or welfare of the family.

Families have the right to:

- Present written or oral objections to the GGHA's determination;
- Examine the documents which are the basis for the GGHA's action, and all documents submitted to the hearing officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that GGHA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the GGHA will make the copies for the family and assess a charge of $.10 a copy.

In addition to other rights contained in this chapter, the GGHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;

- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the hearing officer appointed by the GGHA who is neither the person who made or approved the decision, nor a subordinate of that person.

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 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.

If the family misses an appointment or deadline ordered by the hearing officer, the action of the GGHA shall take effect and another hearing will not be granted.

The hearing officer will determine whether the action, inaction or decision of the GGHA 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 GGHA and the family within 10 working days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed and documentation of the calculation of monies owed;
- The date the decision goes into effect.

The GGHA is not bound by hearing decisions that:

- Concern matters in which the GGHA is not required to provide an opportunity for a hearing;
- Conflict with or contradict HUD regulations or requirements;
- Conflict with or contradict Federal, State or local laws; or
- Exceed the authority of the person conducting the hearing.

The GGHA shall send a letter to the participant if it determines the GGHA is not bound by the hearing officer's determination within 15 working days. The letter shall include the GGHA'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.

E. HEARING AND APPEAL PROVISIONS FOR RESTRICTION ON ASSISTANCE TO NON-CITIZENS

In cases where family eligibility status requires a secondary verification from the United States Citizenship and Immigration Services (USCIS), full assistance will be given pending verification of status. If the second verification from the USCIS does not confirm the eligibility status, the family may request a hearing with GGHA.

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. In addition, assistance to a family may not be terminated or denied while the GGHA hearing is pending. However, assistance to an applicant may be delayed pending the GGHA hearing.

Hearing Process

If a family member claims to be an eligible immigrant and the INS Systematic Alien Verification for Entitlements (SAVE) system and manual search do not verify the claim, the GGHA notifies the applicant or participant within 10 days of their right to appeal to the INS within 30 days or to request an informal hearing with the GGHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the GGHA a copy of the appeal and proof of mailing or the GGHA may proceed to deny or terminate. The time period to request an appeal may be extended by the GGHA for good cause.

The family may request an informal hearing within 30 days of receipt of the ineligibility determination from the INS, or the GGHA's decision to delay, terminate, or deny assistance.

Upon receipt of a request for an informal hearing, the hearing is conducted as described in 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 GGHA will:

- Deny the applicant family;
- Terminate the participant.

If there are eligible members in the family, the GGHA 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. This is based on the family's right to a hearing if they do not agree with the determination of tenant's portion of the rent.

- Families denied or terminated for fraud in connection with the non-citizen rule are entitled to a review or a hearing in the same way as other terminations for fraud are handled.

CHAPTER 22

PROJECT-BASED VOUCHER PROGRAM

Background

The GGHA in the past has administered the Moderate Rehabilitation Program and the Project-Based Certificate/Voucher Programs in order to upgrade and stabilize a neighborhood. The Buena-Clinton neighborhood had been characterized with high crime, low-income residents and high-density rental units. Eighteen years ago the City of Garden Grove made a substantial financial commitment to address the problems in this neighborhood. Over 200 rental units were rehabilitated and rental subsidies were attached to the units through the Moderate Rehabilitation Program (Grove Park Project) and the Project-Based Certificate Program (Tudor Grove Project). A city-funded resource center was established to provide support services to the area as well as a task force made up of police, community services and housing staff, and landlords. Increased lighting was added and on street parking was abolished. The goals to decrease crime, upgrade and maintain rental properties, and establish long-term housing affordability was largely achieved.

Current Situation and Future Challenges

The 15-year contracts attached to the 200 units in the Buena-Clinton neighborhood have expired (2005) and the properties have reverted to market-based rents. The GGHA was provided with 103 Tenant-Based Vouchers to replace the expiring Moderate Rehabilitation Certificates. The other approximately 100 Vouchers converted from Project-Based to Tenant-Based rental assistance. Although some families chose to exercise their right to move, the majority of tenants who had been subsidized under Project-Based assistance, decided to remain in their units under the Tenant-Based program. The stability since 2005 has been largely due to the continuity of ownership of Tudor Grove and Grove Park. Both projects have benefited from retaining the same owners for the past 18 years and their willingness to continue to accept Housing Vouchers. The neighborhood character has remained unchanged and still experiences challenges. It requires that property owners remain diligent in screening prospective tenants, maintaining their units and actively managing their rental units. The problems, which arise, occur in buildings that lack engaged property management. Grove Park is currently for sale (July 2008) and the stability the project has enjoyed, will be at risk. The City is supportive of keeping the project (104 units, 13 buildings) under a long-term sole ownership.

The GGHA proposes to solicit bids for use of the Project-Based Voucher program. Although the Grove Park site may qualify for acquisition and rehabilitation under PBV rules, the GGHA would not limit bids to this particular site. If it is deemed feasible to use PBV for a new construction project or another existing housing project, the GGHA will consider all proposals. It is in the interest of the City to

select a CHDO (Community Housing Development Organization) for such a project since available funding has been reserved for an eligible CHDO through the HOME grant. Therefore, The GGHA would give preference to a qualified CHDO in award of PBV through a bid solicitation process. The GGHA has amended the Annual Plan (FY 2008-09) to allow for a Project-Based Program.

Description of the PBV Program

The PBV Program is administered by the GGHA, which presently administers the tenant-based voucher program under an Annual Contributions Contract (ACC) with HUD. It is the GGHA's sole discretion whether it decides to operate a PBV program. The PBV assistance is "attached to the structure" as opposed to the tenant-based assistance, where the assistance follows the tenant to an eligible dwelling. The GGHA enters into a HAP contract with an owner for PBV units in existing housing or in newly constructed or rehabilitated housing. In the case of newly constructed or rehabilitated housing, the housing is developed under an Agreement between the owner and the GGHA. In the Agreement, the GGHA agrees to execute a HAP contract after the owner completes the construction or rehabilitation of the units.

Funding of the PBV Program

The funding for the PBV Program will come from a portion of appropriations available under the GGHA's Tenant-Based Voucher Program. Therefore, both programs will be funded through the existing budgeted grant from the Department of Housing and Urban Development. Relocation costs may not be paid from voucher program funds.

Application of Tenant-Based Voucher Regulations

Unless described in this chapter, it is assumed that the rule under 24 CFR Part 982 applies to the PBV Program.

Selection Procedures for Owner Proposals

The GGHA will select PBV proposals by either of the following methods:

1) <u>GGHA request for PBV Proposals</u>
   The GGHA will announce the availability of PBV in a public notice published in a local newspaper of general circulation. The notice will specify the submission deadline. Information regarding application and selection information will be provided at the request of interested parties. The GGHA will give prompt written notice to the party that submits the selected proposal and will give public notice of such selection.

2) <u>Selection of a proposal for housing assisted under a federal, state or local government housing assistance, community development or supportive</u>

services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded Low Income Housing Tax Credit (LIHTCs) have been provided). The proposal must be selected within 3 years of the PBV proposal selection date and did not involve consideration that the project would receive PBV assistance.

The GGHA will not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

The GGHA will consider all or some of the following criteria when selecting a proposal: Applicants must demonstrate need for Project-based Vouchers, financial feasibility, site control, and readiness to proceed with the project. Preference may be given to certified Community Housing Development Organizations (CHDOs) as defined in Sect. 92.2 of the HOME final rule, 24 CFR Part 92 published in the Federal Register on September 16, 1996. In addition proposals are reviewed and selected based on the following preference categories: new construction; rehabilitation of rental units or existing units; inclusion of affordable units for families and/or elderly or disabled; term of affordability; provision of units affordable to households below 80% of AMI (PBV units will require income levels at or below 50% of AMI); leveraging of other funding sources; project site; number of units to be assisted.

Subsidy Layering Requirements

HUD determines the extent to which a project encompasses excessive public assistance by the combination of federal, state or local agency subsidies as outlined in 24 CFR 4.13. Therefore the GGHA is prohibited from entering into an Agreement or HAP contract until HUD or an independent entity approved by HUD has conducted a subsidy layering review and determined that the PBV assistance is in accordance with requirements. The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development or operation other than the assistance disclosed in HUD's subsidy layering review.

Exception: A layering review by HUD is not required in the case of an existing structure or if a layering review has been conducted by the applicable state or local agency.

Housing Types

The GGHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an Agreement.

The GGHA's PBV Program will not provide assistance for the following housing types:

- Shared housing
- Manufactured home space rental
- Homeownership option
- Units on the grounds of a penal, reformatory, medical, mental, educational, public or private institution
- Nursing homes
- Transitional housing
- Owner-occupied unit
- Unit occupied by an ineligible family
- Unit which is subsidized with any other duplicative federal, state or local housing subsidy

Cap on Number of PBV Units in the Project

According to 24 CFR 983.56, the GGHA is prohibited from entering into a HAP contract with an owner for PBV assistance for more than 25% of number of dwelling units in the total project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land. For example, if the project has 100 apartments, only 25 units may be project-based. There is an exception to this rule, under the following circumstances:

- In a single family unit
- In a multifamily building specifically made available for (a) Elderly or Disabled families or (b) families receiving supportive services
- Supportive services may include: English as a Second Language (ESL) classes, after school tutoring, computer literacy classes, health and personal finance seminars, parenting classes and participation in Family Self-Sufficiency (FSS) Program.

The GGHA will give preference to elderly or disabled families; or to families receiving supportive services when filling a vacancy for an **excepted** unit (a unit which exceeds the 25% cap).

FSS families who participate in the program while living in an excepted unit, maintain their standing **after** they successfully complete their Contract of Participation in the FSS Program as long as they reside in the unit.

A family living in an excepted unit and who no longer qualifies as elderly, disabled or receiving supportive services must move within a reasonable time established by the GGHA. The family may move to another unit which is not an **excepted** unit (a unit which falls within the 25% cap) or accept a tenant-based voucher, if one is available. In order to accommodate the family, the GGHA may elect to remove the

family's unit from the HAP Contract and substitute a different unit in the building, which would qualify under the exception rule.

Cap of Number of PBV in the GGHA Allocation

The GGHA will not convert more than 20% of its total baseline Voucher allocation in its program, from Tenant-based to Project-based Vouchers.

Location of PBV Project

Consideration will be paid to determining the best use of PBV in a project. The GGHA will ensure that the project will be consistent with its Annual Plan and its housing goals of providing decent, safe and sanitary housing to low-income tenants.

The following items will be considered when a decision is being contemplated for use of PBV in existing and rehabilitated housing sites:

- The site must be adequate in size, exposure and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site
- Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- Be accessible to social, recreational, educational, commercial and health facilities and services that are at leas equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- Be located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment.

The following items will be considered when a decision is being contemplated for use of PBV in new construction site:

- The site must be adequate in size, exposure and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site
- The site must not be located in an area of minority concentration, **except** when sufficient comparable opportunities exist for housing for minority families as exist in areas outside of minority concentration; the project is necessary to meet overriding housing needs that cannot be met in that housing market. Other factors relevant to housing choice are
    - Significant number of assisted housing projects are available outside of areas of minority concentration
    - There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years

- There are racially integrated neighborhoods in the locality
- Programs are operated by the locality to assist minority families who wish to find housing outside of areas of minority concentration
- Minority families have benefited from local activities undertaken to expand choice
- A significant proportion of minority households have been successful in finding units in non-minority areas under tenant-based programs.
- "Overriding Need" permits approval of sites that are an integral part of an overall local strategy for the preservation of restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is improving the economic character of the area.

- Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- Be accessible to social, recreational, educational, commercial and health facilities and services that are at leas equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- Be located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment.

Environmental Review

- In the case of an existing structure, the GGHA may enter into a HAP contract without undertaking an environmental review, unless it is otherwise required by statute or regulation
- In the case of new construction or rehabilitated units, the GGHA may not enter into an agreement or HAP contract and the owner may not acquire, rehabilitate, convert, repair, demolish or construct real property or expend PBV funds until the responsible entity has completed the environmental review and HUD has approved the environmental certification and request for release of funds **or** the responsible entity has determined that the project is exempt under 24CFP 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35.

Inspection of Units

The GGHA will inspect all units prior to execution of a HAP contract and each unit must meet HQS compliance.

The GGHA will inspect at least annually, 20% of the contract units in each building (a random sample) and premises. Turnover inspections (providing assistance to a new family in a contract unit) are not counted towards meeting the annual inspection requirement. If more than 20% of the annual sample fails the initial

inspection, the GGHA will inspect 100% of the contract units in the building. The 20% sample is the minimum number of annual inspections the GGHA will conduct. The GGHA may elect to conduct a greater percentage of annual inspections. The GGHA will conduct follow-up inspections on a failed unit to verify that the owner has corrected an HQS violation.

The GGHA will conduct Quality Control Inspections of both tenant-based and project-based units at least annually.

Term of HAP Contract

The GGHA may enter into a HAP contract with an owner for an initial term of a minimum of one year to a maximum of 15 years for each contract unit. The GGHA, before the expiration date, may agree to renew the term for up to an additional 15 years, if the GGHA determines that an extension would benefit low-income families. Contract units placed on the program in stages, under different dates, will have a single anniversary date for all contract units under the HAP contract. The anniversary date of the first units placed under contract will be used for all units. The expiration date of the HAP contract (for all units) will end concurrently with the units originally placed under contract.

The GGHA has the right to terminate the contract if sufficient funding (as determined by HUD) is not available to make full payment of housing assistance for any contract year. The owner my terminate the contract, upon notice, if the amount of rent for any contract unit is reduced below the amount of the initial rent at the beginning of the contract term. In this case the family will be offered tenant-based voucher assistance.

HAP Contract Amendments

The GGHA, at its discretion may add contract units provided the action will not exceed the statutory caps for the PBV Program. This amendment must take place within 3 years of the execution date of the HAP contract.

Selection of Participants for PBV Assistance

The GGHA will select families who are participants in the tenant-based voucher program and applicant families who have been determined as eligible for assistance.

"In-Place" families, who are eligible for assistance and are residing in a proposed PBV contract unit, will be placed on the GGHA's waiting list (if not already on the waiting list). When the family's eligibility is determined, the in-place family will be given preference for an appropriately sized PBV unit. It is noted that these families would not be subject to income targeting and would be referred to the owner from

the waiting list. The GGHA will give these families priority for admission to the PBV Program.

Applicants for the PBV units will be selected from GGHA's tenant-based assistance waiting list. Families admitted to the PBV and tenant-based voucher programs from the waiting list will be subject to the 75% extremely low income-targeting rule.

If a family refuses the GGHA's offer of PBV assistance, such refusal does not affect the family's position on the waiting list.

Leasing of Contract Units

The owner must select eligible families (either current participants or applicants from the waiting list) referred by the GGHA. The owner must notify the GGHA of any vacancies or expected vacancy. Upon receiving notification, the GGHA will make every reasonable effort to refer a sufficient number of families to fill the vacancies. It is the owner's responsibility to screen and select the family to occupy the unit from the referrals provided by the GGHA.

Owner Termination of Tenancy & Eviction

In general, 24 CFR 982.310 applies with the exception: In the PBV program, "good cause" with respect to Owner termination of tenancy does not include a business or economic reason or desire to use the unit for an individual, family or non-residential rental purpose.

If the owner refuses to renew the lease without good cause, the GGHA would provide the family with a tenant-based voucher and the unit would be removed from the PBV HAP contract.

If a family resides in a PBV unit, which is excluded from the 25% per project cap due to participation in an FSS or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive services requirement, such failure is grounds for lease termination by the owner.

Overcrowded, Under-Occupied and Accessible Units

If the GGHA determines that the family is occupying a wrong-size unit or unit with accessibility features that the family does not require, and the unit is needed by a family which requires accessibility features, the GGHA will notify the family and the owner of this determination and of the GGHA's offer of continued assistance in another unit. The GGHA may offer the following remedies to the families who are requested to move:

- PBV assistance in an appropriate-sized unit in the same building or in another building

- Other PBV housing
- Tenant-Based Voucher assistance
- Or other comparable public or private rental assistance

The GGHA will terminate housing assistance payments for a wrong-sized or accessible unit at the expiration of the term of the family's voucher (including any extensions granted by the GGHA). If the GGHA offers the family the opportunity for another form of continued assistance, and the family does not accept the offer or move in a timely manner, the GGHA will terminate housing assistance payments for the wrong-sized or accessible unit after a reasonable period as determined by the GGHA.

Family Right to Move

The family may terminate the lease at any time after the first year of occupancy under the PBV Program. The GGHA will offer the family a tenant-based voucher if one is available at the time the family wishes to move. If the family intends to exercise this right, the following procedure is required:

- The participant family must contact the GGHA to request a tenant-based voucher if the family wishes to move with continued assistance. The family is required to meet with their caseworker as required for all prospective moves. If a tenant-based voucher is not immediately available upon termination of the family's lease (of the PBV unit), GGHA will give priority to the family for the next available voucher.

- The family must then give the owner a 30-day written notice to vacate with a copy to the GGHA.

- If the family terminates the lease before the end of the one-year, the family relinquishes the opportunity for continued tenant-based assistance.

Determination of Rent to Owner

The GGHA will establish initial contract rent to the owner in accordance with 24 CFR 983.301, as it relates to the PBV Program. Rent Reasonableness is applied in the same manner for PBV and Tenant-based Voucher programs.

The GGHA will consider an increase of rent at the annual anniversary date of the HAP Contract. The owner must submit a written request for a rent increase 90 days prior to the anniversary date with a copy to the tenant. Contract units placed on the program in stages, under different dates, will have a single anniversary date for all contract units under the HAP contract. The anniversary date of the first units placed

under contract will be used for all units. The expiration date of the HAP contract (for all units) will end concurrently with the units originally placed under contract.

Vacancy Payment

The owner may keep the HAP payment for the month that the tenant moves ("move-out month"). The owner may not keep the payment if the GGHA determines that the vacancy is the owner's fault i.e., failure to correct HQS deficiencies. At the discretion of the GGHA, the HAP contract may provide for vacancy payments after the move-out month for a period not exceeding two full months. The vacancy amount will be determined by the GGHA. Rent from the tenant and security deposits will be deducted from the vacancy payment made to the owner. The vacancy payment will cover only the period the unit remains vacant and **only if the owner:**

- Gives prompt written notification certifying the family has vacated, with the date of the move (to the best of the owner's knowledge)
- Provides a written request for vacancy payment and certifies the dates the unit was vacant
- Certifies that the vacancy is not the fault of the owner
- Certifies that the owner has taken every reasonable action to minimize the length of vacancy

CHAPTER 23

Family Self-Sufficiency Program Overview

The Garden Grove Housing Authority (GGHA) operates Family Self-Sufficiency Program (FSS) within its jurisdiction. The purpose of the FSS Program is to promote economic self-sufficiency among participating families. Clients sign a Contract of Participation with the housing authority. Program participants attain and maintain economic independence through job training and/or education. This program motivates and helps participating families to:

- Identify the barriers that prevent goal achievement.
- Identify resources and services necessary for success.
- Develop an Action Plan to achieve specific goals and objectives.
- Obtain the support services related to their plan.
- Receive encouragement and moral support.
- Take charge of the direction their lives will take.
- Explore and prepare for homeownership.

The Family Self-Sufficiency Program offers a financial incentive to participants. The money becomes available to them upon completion of their Contract of Participation or upon achievement of certain interim goals.

Family Self-Sufficiency Action Plan

Revision
May 28, 2013

Family Demographics

The following table illustrates the diverse characteristics of the Garden Grove Housing Authority (GGHA) Housing Choice Voucher Program:

White:	46%
Black:	20%
American Indian/Alaskan Native:	2%
Asian/Pacific Islander:	30%
Other:	2%
Hispanic:	36%
Non-Hispanic:	64%

Currently the Family Self-Sufficiency (FSS) program participants require the following support services:

- Educational and/or job assessment
- Enrollment in an educational or job training program
- Childcare provisions
- Transportation
- Case management
- Budget counseling
- First Time Home Buyer counseling

Estimate of Participating Families

Effective 10/21/98, the minimum program size is reduced by one for each graduate that successfully completes the FSS contract. The required program size has dropped substantially as a consequence of FSS graduates. On June 13, 2008 HUD granted our request to reduce our minimum program size further. Our minimum program size is now 40. The Garden Grove Housing Authority currently operates a program size of 30. All of these participants can reasonably expect to receive supportive services under the FSS program.

FSS Family Selection Procedures

The FSS program is marketed and open to all Section 8 Housing Choice Voucher (HCV) participants including clients that have ported from other jurisdictions. Brochures are given to all housing choice voucher holders at their initial briefing. Each housing specialist screens their clients at re-examination for interest in the FSS program and refers them to the FSS

Coordinator. They refer clients either enrolled in a training program or interested in improving their skills. An assessment is conducted to identify specific needs and to solidify career goals. Successful FSS candidates must possess the motivation to complete their goals. Attending required meetings and providing necessary documents are indicators of adequate motivation. At this time, there is not a need to create a waiting list for the FSS program.

Incentives

- The Garden Grove Housing Authority establishes an FSS escrow account for participants in accordance to the HUD requirements. This financial incentive to the participating families becomes available upon successful completion of the program obligations.
- Participants are assisted in identifying barriers that prevent achievement.
- Participants are referred out to supportive services.
- Participants receive encouragement and moral support.
- Participants are informed about First Time Home Buyers programs including Habitat for Humanity. If participants are in need of credit repair, they will be referred to Consumer Credit Counseling.

Outreach Efforts

FSS brochures are given to every new admission to the housing program regardless of race, color, religion, sex, handicap, familial status or national origin. A marketing poster is displayed in the lobby. The housing specialists screen their clients for interest in the FSS program at the re-examinations and refer them to the FSS program.

Activities and Supportive Services

- **Program Coordinating Committee (PCC)** assists in securing commitments of public and private resources for the operation of Family Self-Sufficiency Program. The four housing authorities in Orange County have combined efforts and share one PCC.
- **Children's Home Society** offers a subsidized child-care assistance program for income eligible families.
- **Orange County Head Start, Inc.** is a federally funded program that provides comprehensive developmental services for low-income and disadvantaged children from birth to entry in elementary school. The

services include educational, social, medical, dental, nutritional, health and parent involvement activities.

- **Workforce Investment Act** consolidates employment and training programs into a single resource for both companies seeking employees and individuals seeking employment. Coastline Community College administers these services.

- **Consumer Credit Counseling Service of Orange County** provides counseling and advice for debt-laden clients. Their services include debt management programs along with workshops and seminars that assist with credit reviews and attainment of checking accounts. The agency mediates between clients and creditors. They also provide pre-purchase information for first time homebuyers.

- **Info Link Orange County** offers a comprehensive referral service including emergency resources, drug and alcohol programs, domestic violence shelters, disability services, health clinics, and hot lines.

- **Community Action Partnership** strives to eliminate and prevent the causes and effects of poverty by mobilizing and directing resources to programs that assist, educate and promote self-sufficiency.

- **Regional Occupational Program** is a state-funded program that provides quality job training, career guidance and job placement assistance for high school students and adults.

- **Local Community Colleges** provide affordable undergraduate and graduate programs. Many of the colleges offer flexible education beyond the traditional classroom.

- **Multi-Cultural Employment Collaborative** offers comprehensive employment services to refugees. All of the organizations that make up the collaborative offer a full range of services including health, legal, counseling and outreach.

- **First Time Home Buyers** the City of Garden Grove provides assistance and opportunities for homeownership.

- **UCI Family Health Center** provides adult and geriatric medical care. Services include, pediatric care, comprehensive obstetrical care, women's health care, dental services, podiatry services, diagnostic services, and specialty referral services. UCI accepts insurance plans including CalOPTIMA and provides a sliding scale for low-income clients.

- **Women Helping Women** assists women in dressing for success, and provides various employment related workshops including job development.

Identification of Support Needs

Family Self-Sufficiency clients are always interviewed individually in order to identify their support needs. Participants are met with periodically to review their needs and are referred to the appropriate supportive services.

Program Termination, Withholding of Services, Grievance Procedures

The Garden Grove Housing Authority makes every effort to enable a family to remain in FSS and will approve reasonable revisions to the Individual Training and Services Plan. We use the guidelines provided in the FSS Program Contract of Participation for termination of the contract of participation. It is not the practice of the GGHA to withhold Section 8 assistance or supportive services for families failing to comply with the requirements of the contract of participation.

Reviews are provided for participants who disagree with an action, decision or inaction of the GGHA.

Assurance of Non-Interference

Participation in the FSS program is voluntary and a client's decision to not participate in the program does not affect their eligibility for Section 8 housing assistance.

Timetable for Implementation

The FSS slots are filled in accordance with HUD requirements. As participants leave the program the slots are filled with new applicants.

Family Self-Sufficiency Action Plan Amendment For The HCV FSS Slots

Effective 10/21/98, the minimum program size is reduced by one for each graduate that successfully completes the FSS contract. On June 13, 2008, HUD granted our request to reduce our minimum program size to 40. The original size of 140 has now been reduced to 30 due to FSS graduates.

Family Self-Sufficiency Action Plan Addendum

Affirmatively Furthering Fair Housing Statement

The City of Garden Grove enforces the state and federal fair housing laws within its jurisdiction. The city contracts with the Fair Housing Foundation to provide a full menu of fair housing services, including fair housing education, counseling, enforcement, and landlord/tenant dispute resolution. It is the policy of the Garden Grove Housing Authority to comply fully with federal, state and local laws.

The Family Self-Sufficiency Program does not deny any family or individual the equal opportunity to enroll in the program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, or sexual orientation.

The FSS program is marketed and open to all HCV participants including participants that have ported from other jurisdictions. Brochures are given to all housing choice voucher holders at their initial briefing. Each housing specialist screens their clients at the annual re-examination for interest in the FSS Program and refers them to the FSS Coordinator. The screenings and consequent interviews are translated for limited English proficiency participants. Most of the GGHA staff are bilingual.

New admissions to the HCV Program are supplied information regarding unlawful discrimination and the resources available to them. All applicable Fair Housing information and discrimination complaint forms are part of the briefing packet. Fair Housing posters are displayed in three languages in the lobby. Information is also provided in the GGHA lobby upon request.

The GGHA office is accessible to persons with disabilities. The TTD/TDY telephone service provider provides accessibility for the hearing impaired. A sign language interpreter is provided as long as the request is made in ample time to accommodate the client.

All housing authority staff are informed of the importance of affirmatively fair housing and the importance of providing equal opportunity to all families; including providing reasonable accommodations to persons with disabilities. When available, staff will attend local fair housing update training sessions.

The F.S.S. coordinator will track race, ethnicity, and disability status of all F.S.S. applicants and participants. In addition, fair housing complaints relating to the F.S.S. Program will be logged.

CHAPTER 24

HOMEOWNERSHIP PROGRAM

Section 8 Homeownership Program

The Garden Grove Housing Authority has conducted market research to assess the viability of the Section 8 Homeownership Program within its jurisdiction. The Housing Authority staff has also attended a workshop in "Managing a Successful Voucher Homeownership Program" facilitated by the Neighborhood Reinvestment Corporation. The average cost of a single-family home in Orange County is currently (September 2008) at $425,000. The average gross income of Section 8 participants is $16,740 per year with an average HAP payment of $812 per month (September, 2008). It is estimated that a family would need an annual income of $96,740 in order to qualify for a home loan. The income requirement to become a homeowner in Orange County surpasses the income of an average Section 8 participant nearly 6 times. The Neighborhood Reinvestment Corporation could not give examples of a successful Section 8 homeownership program in a high cost housing jurisdiction and admitted that this program may not work everywhere. Due to the rapid escalation of home prices and the gap, which exists between income and affordability, the Section 8 Homeownership Program is not a reasonable avenue to homeownership.

Family Self-Sufficiency Program (FSS)

The Garden Grove Housing Authority administers a successful FSS Program for its participants, which have led to homeownership. Five families, who graduated from the FSS Program and were able to leave rental assistance, went on to purchase homes. The escrow account assisted them with the down payment. Due to the expensive housing market in Orange County, many of these families have had to move outside the area to purchase a home. It is expected that most homeownership will occur outside the Southern California market and may necessitate moves outside the state.

American Dream Downpayment Initiative Program (ADDI) and the "Coming Home to Garden Grove" Program

The Garden Grove Housing Authority has entered into a Memorandum of Participation with the City of Garden Grove to broaden the homeownership opportunities for Section 8 families. A description of homeownership programs is included in this chapter.

Consumer Credit Counseling Service of Orange County (CCCS)

CCCS is a non-profit community service organization dedicated to helping people solve their financial problems. They offer services such as a debt management program and conduct free seminars on "Managing Your Money", "Credit Success", "Credit Report Review" and "First Time Homebuyers". Classes are offered in English and Spanish. The Garden Grove Housing Authority will utilize this agency's services to educate Section 8 participants on credit and credit repair prior to becoming homeowners.

Neighborhood Housing Services of Orange County

Neighborhood Housing Services is a non-profit organization dedicated to promoting homeownership opportunities to Low and Moderate Income families. This agency has a variety of loan programs such as the Orange County Housing Trust, CalHome Loan Program, the WISH Program, the IDEA Savings Program and the HIRAP Program. First Time Homebuyer Seminars are conducted in English and Spanish. The GGHA is working with this organization to expand homeownership opportunities to its Section 8 participants.

GARDEN GROVE

First-Time Homebuyer Assistance Program

(Effective July 1, 2007)

The City of Garden Grove is pleased to offer a new First-Time Homebuyer Assistance Program, funded with American Dream Downpayment Initiative (ADDI) funds from the U.S. Department of Housing and Urban Development (HUD), to qualified homebuyers purchasing their first home, in Garden Grove. The property may be a detached or attached single-family home, condominium or townhouse. The following is a brief summary of the Program:

- The Program offers a deferred payment shared appreciation subordinate trust deed loan (no monthly payments required) of six percent of the purchase price of the home to provide down payment and closing cost assistance.
- Participants must not exceed the income limits for their household size shown below.

2008 INCOME LIMITS FOR HUD HOME PROGRAM (EFFECTIVE APRIL 12, 2008)

% AMI	Income Standard	Household Size					
		1	2	3	4	5	6
80% capped	ADDI limit (HUD "capped" limit)*	$52,100	$59,100	$66,950	$74,400	$80,350	$86,300

*The above limits apply to the income of all members of the household over 18 years of age. The income limits are based on figures published by HUD.

- The Program is available to those who have not owned a home in the last three years. There are exceptions for divorced, single parents who owned a home while married, but now do not, and displaced homemakers.
- Buyers must occupy the property to be purchased as their primary residence at all times.
- The buyer will be required to provide a minimum 1% down payment. Program eligibility will also be based on income as well as a debt-to-income ratio under 45%.
- If the home is continuously owner occupied for 15 years, the loan is forgiven. If the home is sold or refinanced within the first 15 years, the original amount of the loan plus an equity share becomes due and payable.
- The purchase price of a single-family home cannot exceed $546,250. The purchase price of a condominium or townhouse cannot exceed $362,790.
- Attendance at a free, two-hour First-Time Homebuyer class is required for all loan applicants.
- The property must meet HUD Housing Standards and, if built prior to 1978, may be required to pass a lead-based paint inspection.

The Program Administrator, Civic Center Home Loans and Realty, also offers other First-Time Homebuyer Programs to help moderate-income households. Prospective buyers are encouraged to contact Civic Center Home Loans and Realty before entering into a purchase agreement and before applying for a primary loan. Pre-approved buyers who have already signed a purchase agreement must have it amended in order to satisfy Program requirements.

To sign up for a free training class, or for additional details on the ADDI Program and other moderate-income First-Time Homebuyer assistance, please contact Matt Callahan at (877) 570-5276 Ext 3 or visit the City's First-Time Homebuyer website at **www.comehometogardengrove.org**.

EQUAL HOUSING OPPORTUNITY

ATTACHMENT A

Garden Grove Housing Authority
Violence Against Women Act (VAWA) Policy

On January 5, 2006, President Bush signed VAWA into law as Public Law 109-162. Section 603 of the law amends Section 5A of the U.S. Housing Act (42 U.S.C. 1437C-1) to require PHAs' Five-Year Plan and Annual Plan to contain information regarding any goals, activities, objectives, policies, or programs of the PHA that are intended to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. All PHA Plans submitted after January 5, 2006 must address VAWA. Provisions of VAWA are applicable to Section 8 programs and to owners renting to families under the Section 8 rental assistance programs.

I. Purpose and Applicability

The purpose of this Policy is to implement the applicable provisions of VAWA and set forth goals, policies and procedures intended to assist victims of domestic violence, dating violence, sexual assault, or stalking.

II. Goals and Objectives

This Policy has the following principal goals and objectives.

A. The GGHA supports the goals of the VAWA Amendments and will comply with its requirements.

B. The GGHA will continue to administer its Section 8 Housing choice Voucher program in ways that support and protect residents who may be victims of domestic violence, dating violence, sexual assault or stalking.

C. The GGHA will not take any adverse action against a participant or applicant solely on the basis of her or his being a victim of such criminal activity, including threats of such activity. "Adverse action" in this context includes denial or termination of housing assistance.

D. The GGHA will not subject a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard for lease compliance than other tenants.

E. The GGHA will continue to develop policies and procedures as needed to implement the requirements of VAWA, and to collaborate with other agencies to prevent and respond to domestic violence, dating violence, sexual assault or stalking, as those criminal activities may affect applicants for and participants in the GGHA's housing program.

F. The GGHA will provide notices explaining the VAWA protections to applicants and participants for housing assistance and to property owners participating in the voucher program.

III. Definitions As Used In VAWA

A. The term ***domestic violence*** includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with who the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. The term ***dating violence*** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

C. The term ***stalking*** means:

- To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
- To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- In the course of, or as a result or, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious

bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family or that person, or (3) the spouse or intimate partner of that person.

D. The term ***immediate family member*** means, with respect to a person:

- A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or

- Any other person living in the household of that person and related to that person by blood and marriage.

IV. Victim Documentation

- When the actions of a tenant, household member, guest or other person under the tenant's control call for the termination of tenancy or assistance, and a tenant or other household member claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the GGHA or owner/manager will ensure that the family is provided the protections afforded under VAWA.

- The GGHA or owner/manager may request that an individual certify that s/he is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse.

- The certification must include the name of the perpetrator and be provided within 14 business days after the individual receives a request from the GGHA, owner or manager.

  The GGHA or owner/manager may extend the 14-day deadline, at their discretion.

  If the individual does not submit the certification within the required time frame (including any approved extension), the GGHA or owner/manager may proceed with terminating the tenancy or assistance of the family.

- An individual may satisfy the certification requirement by providing documentation "signed by an employee, agent, or volunteer of a victim service provider, an attorney, judge, law enforcement agent or a medical professional, from whom the victim has sought assistance in addressing the actual or threatened abuse"

OR

- The GGHA or owner/manger may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

V. Evicting Or Terminating Assistance Of A Perpetrator

- Notwithstanding any Federal, State, or local law to the contrary, the GGHA may terminate assistance to, or an owner or manager may bifurcate a lease, or remove a household member from a leases, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. GGHA may require a restraining order, police report and/or other form of verification from the victim prior of termination of the assistance of a tenant who engages in criminal acts of physical violence against family members and others.

  Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the relevant program of HUD-assisted housing.

VI. Right To Terminate Tenancy

- The GGHA and owner/manager retain the authority to terminate the tenancy, occupancy, or program assistance of a victim under either of the following conditions:

  - The termination is for a lease violation premised on something other than an act of domestic violence, dating violence, or stalking against the victim and the GGHA or owner is holding the victim to a standard no more "demanding" than the standard to which other tenants are held.

  - The GGHA or owner/manager can demonstrate an "actual and imminent threat to other tenants or those employed at or providing service to the property" if the tenancy of the victim is not terminated.

VII. Notice Requirements

- The GGHA will provide notice to HCV participants of their rights under VAWA, and to HCV owners/managers of their rights and obligations under VAWA. Applicants will receive the "Notification of Rights and Obligations Violence Against Women Act" statement in their briefing packet. All HCV participants will receive the "Notification of Rights and Obligations Violence Against Women Act" statement at their annual re-examinations.

VIII. Confidentiality Requirements

- All information provided to the GGHA or owner/manager regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, will be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

- HCV participants are notified of their confidentiality rights in the "Notification of Rights and Obligations Violence Against Women Act" form that is given to them at the annual re-examinations. Applicants receive this notice at the briefings.

IX. Other Federal, State Or Local Laws

- VAWA does not supersede any provision of federal, state, or local law that provides greater protection to victims of domestic violence, or stalking.

ATTACHMENT B

Interjurisdictional Mobility Agreement

Attachment 1

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Claudia C. Alvarez
COUNCILMEMBERS
P. David Benavides
Carlos Bustamante
Michele Martinez
Vincent F. Sarmiento
Sal Tinajero

CITY OF SANTA ANA
20 CIVIC CENTER PLAZA • P.O. BOX 1988
SANTA ANA, CALIFORNIA 92702

CITY MANAGER
David N. Ream
CITY ATTORNEY
Joseph W. Fletcher
CLERK OF THE COUNCIL
Patricia E. Healy

RECEIVED
FEB 09 2009
HOUSING AUTHORITY

January 29, 2009

Mary Ann Hamamura
Deputy Director
Community Development Department
Garden Grove Housing Authority
11400 Stanford Avenue
Garden Grove, CA 92840

Dear Ms. Hamamura:

The Santa Ana Housing Authority (SAHA) is formally notifying you that effective April 1, 2009, we will be terminating the Interjursidictional Mobility Agreement.

In order to avoid excess burden to the Garden Grove Housing Authority (GGHA), the following outlines the transition from Mobility to Portability as discussed with GGHA staff:

1. Effective April 1, 2009, any voucher holder moving into or from SAHA jurisdiction will be handled under Portability.
2. SAHA Voucher holders in GGHA's jurisdiction will be swapped for the same number of GGHA Voucher holders in SAHA jurisdiction, which are approximately 77. This will be done effective June 1 with paperwork being provided to GGHA at the end of April.
3. In the months of August and September, approximately 105 files will be port-out to GGHA, with paperwork provided approximately five weeks in advance.

We would like to thank you and your staff for the assistance they have and will be providing during this transition. If you have any questions, please contact Shelly Landry-Bayle at (714) 667-2287.

Sincerely,

Cynthia J. Nelson
Deputy City Manager for Development Services
Community Development Agency

AGENDA ITEM NO. 2.b.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew Fertal	From:	Susan Emery
Dept:	Director	Dept:	Community Development
Subject:	REPORT ON IMPACT OF SANTA ANA HOUSING AUTHORITY'S TRANSITION FROM MOBILITY TO PORTABILITY	Date:	November 24, 2009

OBJECTIVE

To report the impact of Santa Ana Housing Authority's transition from Mobility to Portability for out-of-jurisdiction Voucher tenants.

BACKGROUND

Effective April 1, 2009, the Santa Ana Housing Authority terminated its Mobility Agreement with Garden Grove, Orange County, and Anaheim Housing Authorities.

The Mobility Agreement allowed Voucher holders to move out of jurisdiction and still receive services from their original agency. Inspections would be conducted by the appropriate agency based on the location of the unit. For instance, if a Santa Ana client moved to Garden Grove, they would continue to receive services from Santa Ana. Garden Grove would conduct the inspection for a fee. The agreement stipulated a fee of $150, which included an initial inspection and a re-inspection. Mobility was a cost-effective regional solution to cumbersome federal regulations, which made housing vouchers portable anywhere in the US.

Santa Ana's decision to terminate its participation in the Mobility Agreement resulted in transitioning its out-of-jurisdiction clients to Portability. Under Portability our agency is required to fully service their clients; i.e., determine ongoing income eligibility, conduct Housing Quality inspections, ensure compliance of tenant obligations, and make rent payments to the landlords. Santa Ana then transfers 80% of their Administrative Fees and 100% of the Housing Assistance Payment to Garden Grove in order to reimburse our agency for services rendered to their clients. The process began in April and was completed in October. To date, Garden Grove is fully administering the Voucher Program for 240 of Santa Ana's clients, who live in Garden Grove, under Portability guidelines. The GGHA is receiving approximately $15,000 per month in additional Administrative fees from Santa Ana.

FISCAL IMPACT

None.

COMMUNITY VISION IMPLEMENTATION

Seek to ensure quality housing opportunities in the community, without unduly burdening existing residents.

RECOMMENDATION

It is recommended that the Housing Authority Commissioners:

- Receive and file the report on impact of Santa Ana's transition from Mobility to Portability.

Susan Emery

SUSAN EMERY
Community Development Director

M. Hamamura

By: Mary Ann Hamamura
Deputy Director

Recommended for Approval

Matthew Fertal
Director

Attachment 1: City of Santa Ana Notification Letter

Community Development/
Housing

GARDEN GROVE

AGENDA

Regular Meeting

GARDEN GROVE HOUSING AUTHORITY

Community Meeting Center, Council Chamber
11300 Stanford Avenue, Garden Grove, CA 92840

November 27, 2012

Open Session

6:30 p.m.

ROLL CALL: COMMISSIONER BECKLES, COMMISSIONER BROADWATER, COMMISSIONER JONES, COMMISSIONER NGUYEN, COMMISSIONER O'CONNOR, VICE CHAIR DALTON, CHAIR BEARD

1. ORAL COMMUNICATIONS:

2. CONSENT ITEMS: (Items 2.a. through 2.c. will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Commissioner.)

   2.a. Housing Authority Status Report for October 2012.

   2.b. Memorandum of Agreement Inter-Jurisdictional Mobility with the Garden Grove, Anaheim, and Orange County Housing Authorities.

   2.c. Minutes from the meetings held on September 25, 2012, and October 23, 2012.

3. PUBLIC HEARINGS: None.

4. ITEMS FOR CONSIDERATION: None.

5. MATTERS FROM CHAIR, COMMISSIONERS AND DIRECTOR:

6. ADJOURNMENT:

DUE TO THE HOLIDAYS, THE TUESDAY, DECEMBER 25, 2012, MEETING OF THE GARDEN GROVE HOUSING AUTHORITY WILL BE CANCELLED.

The next Regular Meeting of the Housing Authority will be held on Tuesday, January 22, 2013, at 6:30 p.m. in the Council Chamber of the Community Meeting Center, 11300 Stanford Avenue, Garden Grove.

AGENDA ITEM NO. 2.b.

Garden Grove Housing Authority

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Susan Emery
Dept:	Director	Dept:	Community Development
Subject:	MEMORANDUM OF AGREEMENT AMONG GARDEN GROVE, ANAHEIM, AND ORANGE COUNTY HOUSING AUTHORITIES	Date:	November 27, 2012

OBJECTIVE

To seek Housing Authority approval of the Inter-Jurisdictional Agreement among the Garden Grove, Anaheim and Orange County Housing Authorities

BACKGROUND

The Garden Grove Housing Authority currently operates under an approved Mobility Agreement with the Anaheim and Orange County Housing Authorities. This agreement has been in effect since November 6, 2007, and allows Section 8 participants to move with assistance easily within the three jurisdictions.

DISCUSSION

The effective date of the revised agreement is December 1, 2012 and the body of the agreement has remained relatively unchanged. The revised agreement has been reviewed and approved as to form by the City Attorney.

FINANCIAL IMPACT

There is no financial impact to the General Fund. Fees will be paid by federal grants received from the Department of Housing & Urban Development.

RECOMMENDATION

It is recommended that the Housing Authority:

- Approve the Memorandum of Agreement Inter-Jurisdictional Mobility Agreement among the Garden Grove, Anaheim and Orange County Housing Authorities; and

- Authorize the Director to execute the Agreement and any subsequent revisions or amendments.

SUSAN EMERY
Community Development Director

By: Danny Huynh
Housing Authority Manager

Attachment 1: Memorandum of Agreement - Inter-Jurisdictional Mobility

Recommended for Approval

Matthew Fertal
Director

MEMORANDUM OF AGREEMENT
INTER-JURISDICTIONAL MOBILITY
Among
ORANGE COUNTY HOUSING AUTHORITY
Division of OC Community Services
And
ANAHEIM HOUSING AUTHORITY
And
GARDEN GROVE HOUSING AUTHORITY

This Memorandum of Agreement, hereinafter referred to as "MOA," entered into on the date first written below, is by and among the Public Housing Agencies (PHAs) of the Cities of Anaheim, Garden Grove, and the County of Orange, a political subdivision of the State of California. Each of the Cities and the County of Orange are authorized as a PHA by the State of California to operate within their respective cities and to foster Inter-jurisdictional Mobility in the administration of the Department of Housing and Urban Development (HUD) Section 8 Rental Housing Choice Voucher (HCV) Program, referred to as "PARTY," or collectively as "PARTIES."

RECITALS

WHEREAS, the Housing Choice Voucher (HCV) Program, established pursuant to the provisions of Section 8 of the U.S. Housing Act of 1937, as amended (42 CFR U.S.C. 1437 f) authorizes the payment of rental subsidies to a private owner of housing units on behalf of eligible families who enter into a lease agreement for an eligible unit.

WHEREAS, the authority to enter into this MOA is contained in the following applicable federal regulations for the Housing Choice Voucher (HCV) Program: 24 CR Part 982, 982.353, and 982.355. These regulations address Portability and related procedures and emphasize that PHAs must provide families with the broadest choice regarding the location of units, both within and outside their respective jurisdictions.

WHEREAS, the PHAs entering into this MOA are public housing agencies located and duly authorized to operate in the State of California.

WHEREAS, each PHA entering into this MOA has also entered into an Annual Contributions Contract (ACC) with HUD. Each PHA is also authorized to administer the Housing Choice Voucher (HCV) Program within its respective jurisdiction.

WHEREAS, the three jurisdictions covered by the PHAs entering into this MOA are located within the geographic boundaries of the County of Orange. These PHAs desire to execute this MOA to promote mobility and freedom of choice for low-income families seeking housing assistance under the Housing Choice Voucher (HCV) Program. This MOA is also intended to

simplify, facilitate and improve inter-jurisdictional administration of the Housing Choice Voucher (HCV) Program by eliminating often-cumbersome procedures that would otherwise be necessary under Portability requirements.

NOW THEREFORE, the Parties mutually agree as follows:

DEFINITION OF TERMS

For the purposes of this MEMORANDUM OF AGREEMENT, the following definitions shall apply:

A. The term "Administrative Plan" is defined as the plan that describes PHA policies for the administration of the Section 8 Housing Choice Voucher (HCV) Program.

B. The term "Annual Contributions Contract" (ACC) shall mean a written agreement between HUD and a PHA to provide annual contributions for the purpose of providing Housing Assistance Payments (HAP) and other expenses pursuant to the Housing Choice Voucher (HCV) Program.

C. The term "Host Jurisdiction" shall mean the jurisdiction of a PHA in Orange County where the Issuing PHA is not otherwise authorized to administer its programs, but to which an eligible family wishes to move and use a Voucher issued by the Issuing PHA.

D. The term "Housing Quality Standards" (HQS) shall mean the minimum dwelling unit standards required to protect the health and safety of tenants.

E. The term "HUD Portability Procedures" shall mean the procedures required by federal regulations governing the use of Vouchers in a jurisdiction of another PHA in the absence of a voluntary MOA between or among these agencies.

F. The term "Issuing PHA" shall mean a PHA that issued a Voucher to a family participating in the Housing Choice Voucher (HCV) Program in Orange County, California (Orange County) that wishes to move to another PHA's jurisdiction within Orange County (Host PHA).

G. The term "Jurisdiction" shall mean the geographical area in which a PHA has authority under state and local law to administer the Housing Choice Voucher (HCV) Program.

H. The term "Mobility" is distinct from Portability and shall mean the movement of Housing Choice Voucher Holders among the three PHAs within the geographic boundaries of the County of Orange, California (e.g. Anaheim, Garden Grove, and Orange County), the details of which are outlined in this MOA.

I. The term "Portability" shall mean a Voucher recipient's right to move from one PHA's jurisdiction to another PHA's jurisdiction within the United States and associated territories.

J. The term "Voucher(s)" shall mean a HUD Section 8 Housing Choice Voucher.

AGREEMENT

In consideration of the mutual advantages to be derived from this MOA, the PHAs entering into this MOA agree to the following provisions:

The parties to this MOA hereby find and declare that the above Recitals and Definitions of Terms are true and correct, and incorporated herein by this reference.

I. Inter-jurisdictional Program Administration

A. The PHAs entering into this MOA hereby authorize each of the other PHAs entering into this MOA to administer the Housing Choice Voucher (HCV) Program within the Host PHA's jurisdictional boundaries, subject to the terms of this MOA.

B. The PHAs entering into this MOA will cooperate with one another to the maximum extent possible, including the sharing and exchanging of information which may be necessary for the effective implementation of this MOA.

C. It is often difficult to estimate the administrative costs incurred by both the Issuing and Host PHA in order to conform to federal regulations. Therefore, the flat fees the PHAs have agreed to in this MOA are considered reasonable estimates for the performance of services required. Pursuant to this MOA, the Issuing PHA shall retain 100% of its administrative fees under the Housing Choice Voucher (HCV) Program, and no administrative fee shall be owed to the Host PHA whenever a family leases a unit within the Host PHA's jurisdiction.

II. PHA Administrative Plans – General Rule

The Parties recognize that their respective Administrative Plans may not be identical in all respects and therefore, the Parties agree that, except as set forth in this MOA, the Administrative Plan of the Issuing PHA shall govern administration of a Voucher issued by that PHA, regardless of the PHA jurisdiction in which it is used. The exceptions to this general rule include the following: Payment Standards, Utility Allowances, Rent Reasonableness Standards, and Housing Quality Standards as referenced in Section III, Paragraphs B., C., and D. below.

III. Rules Regarding Payment Standards, Utility Allowances, Rent Reasonableness Standards, and Housing Quality Standards (HQS)

A. General Provisions

It is hereby agreed that whenever a Voucher issued by an Issuing PHA is to be used in another PHA's jurisdiction, the standards of the Host PHA's Payment Standards, Utility

Allowances, Rent Reasonableness Standards, and Housing Quality Standards will apply. Documentation completed by the Host PHA will verify that standards have been met and comply with HUD requirements.

B. Payment Standards and Utility Allowances

The PHAs entering into this MOA shall exercise due diligence in adopting Payment Standards and Utility Allowances that reflect the current real estate market.

C. Rent Reasonableness Standards

A Host PHA shall be required to provide a Rent Reasonableness Certification ("RRC") to the Issuing PHA at the time the HQS inspection request is returned. The Host PHA, in issuing such information, certifies that it has conducted a diligent analysis of prevailing rents in their jurisdiction. By accepting the RRC, the Issuing PHA is not responsible and shall not be held liable for any errors or omissions on the part of the Host PHA.

D. Housing Quality Standards (HQS)

1. The PHAs entering into this MOA shall maintain HQS equal to or exceeding those required by HUD.

2. When the Host PHA uses standards that exceed or are more stringent than the minimum standards required by HUD, such standards shall apply for all housing inspections performed by the Host PHA pursuant to this MOA.

3. The Host PHA is responsible for the completion of HQS inspection requests from an Issuing PHA. This includes:

   a. Initial Inspections

   In order to assist an eligible family expeditiously, upon receipt of the inspection request from an Issuing PHA, the Host PHA will complete the HQS inspection, including all related documentation, within fifteen (15) calendar days of the date that the Host PHA confirms with the owner that the unit is ready for inspection. The Host PHA will bill the Issuing PHA a fee for this service, as per the agreement detailed in Exhibit I of this MOA entitled Fee Schedule.

b. Annual Inspections

Referrals for an annual HQS inspection to the Host PHA will be completed within 60 calendar days of the date the request was received. The Host PHA will be responsible for the scheduling and performance of an annual HQS inspection request. The Host PHA will bill the Issuing PHA a fee for this service, as per the agreement detailed in Attachment I of this MOA entitled Fee Schedule.

c. Special Inspections

Upon receipt of a request from the Issuing PHA for a special HQS inspection (e.g. those resulting from damages, complaints, etc.), the Host PHA will schedule and complete the special inspection within fifteen (15) calendar days of the date that the Host PHA has confirmed receipt of the request. The Issuing PHA may request that one of their staff be present at these special inspections. The Host PHA will bill the Issuing PHA a fee for this service as delineated in Attachment I of this MOA entitled Fee Schedule.

d. Suspected Fraud Inspections

The Issuing PHA, after written notification to the Host PHA, will be permitted to conduct such inspections as deemed necessary in accordance with its own established policies and procedures.

IV. Courier Service and Exchange of Records and Documents

A. In order to ensure timely transactions between the PHAs entering into this MOA, a courier service will be employed to deliver relevant information required to carry out the conditions outlined in this MOA. Courier service will occur between the PHAs entering into this Agreement not less than once per week, as necessary. More frequent courier service may occur upon arrangement by all PHAs entering into this MOA.

B. Payment for such courier services will be borne by each participating PHA on a yearly, rotating basis, effective January 1 of each year and ending December 31 of that year.

C. In the event that an alternative technology or resource becomes available that is more cost-effective or efficient than the courier service in exchanging records and documents, the use

of the courier service may be modified by mutual agreement of the PHAs. The PHAs entering this MOA are receptive to exploring electronic methods of document exchanges including electronic imaging, email, and FAX.

V. Performance

The PHAs entering into this MOA will retain sufficient resources to meet the anticipated workload that may be generated as a result of this MOA. Should an unanticipated event or emergency occur that has an impact upon the Host PHA's ability to complete an inspection within the performance criteria set forth in this MOA, the Host PHA will notify the Issuing PHA. The Issuing PHA will determine which of the following options is to be taken: (1) Performing the inspection themselves, or; (2) Extending the timeframe that the Host PHA has to complete the inspection, based upon a mutually agreeable period by each respective PHA.

VI. Agreement Limitations

This MOA is intended solely for the purpose of administering the Housing Choice Voucher (HCV) Program, and no other programs administered by the PHAs entering into this MOA. This MOA will not conflict with, nor prejudice, any federal regulations governing Portability procedures under the Housing Choice Voucher (HCV) Program as they relate to any other PHAs who are not a party to this MOA.

VII. Yearly Exchange of Files

On an annual basis, each PHA entering into this MOA has the option of undertaking the necessary procedures to exchange with the appropriate Issuing PHA the administration of an agreed-upon number of Vouchers administered by any other PHA covered in this MOA. It is emphasized that this yearly exchange of files/assisted tenants is optional, and dependent upon a mutual agreement between the respective PHAs in this MOA. If agreed upon, such yearly exchanges will occur when mutually convenient and shall represent a one-for-one exchange when feasible. PHAs will also insure that there is uniformity regarding documentation, including owner tax identification of any such files exchanged.

VIII. Termination of Participation

A. It is hereby agreed that a PHA may terminate its participation in this MOA at any time after submitting a written notice to all the PHAs that have entered into this MOA. Such notice will

occur no later than sixty- (60) calendar days prior to taking such action. The termination of participation in this MOA by any PHA shall not result in the termination of the entire MOA, and the MOA shall continue among or between the remaining PHAs covered by this MOA.

B. If a PHA decides to terminate its participation in this MOA, on the date of termination the PHA will be subject thereafter to HUD Portability Procedures. Such PHA shall take the necessary steps to implement the HUD Portability Procedures into effect for such Vouchers, and within a reasonable time, not to exceed sixty- (60) calendar days, after notification to the other PHAs of the intent to terminate participation.

IX. Term of Agreement

This MOA will remain in effect for a five-year period, December 1, 2012 through November 30, 2017. However, any of the PHAs participating in this MOA may elect to terminate participation in this MOA under the provisions of VIII. A. above.

NOW THEREFORE, as the governing board of each of the PHAs has duly authorized, and in witness of the foregoing, the PHAs hereby execute this MOA.

AGREEMENT

INTERJURISDICTIONAL ADMINISTRATION

Of Section 8 Housing Choice Voucher (HCV) Program

ORANGE COUNTY HOUSING AUTHORITY

Concur:

MW

Karen Roper, Executive Director

12/20/12

Date

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By_____ Deputy

Date: 10/30/2012

AGREEMENT

INTER-JURISDICTIONAL ADMINISTRATION

Of Section 8 Housing Choice Voucher (HCV) Program

ANAHEIM HOUSING AUTHORITY

Concur:

, Director

11/29/12

Date

Approved as to Form:

ASSISTANT, City Attorney

10-11-12

Date

ATTEST:

By

Linda N. Andal
City Clerk

AGREEMENT

INTER-JURISDICTIONAL ADMINISTRATION

Of Section 8 Housing Choice Voucher (HCV) Program

GARDEN GROVE HOUSING AUTHORITY

Concur:

Matthew J. Fertal, Director

11-28-12
Date

Approved as to Form:

James H Eggert for
Thomas F. Nixon, City Attorney

10/16/2012
Date

MEMORANDUM OF AGREEMENT

INTER-JURISDICTIONAL ADMINISTRATION

Of Section 8 Housing Choice Voucher (HCV) Program

ATTACHMENT I

FEE SCHEDULE

The fees set forth under this schedule regard specific activities covered under this Agreement. The following fees may be amended at any time by mutual agreement of all participating PHAs. Such agreement may be evidenced by the written concurrence of the Executive Directors of the PHAs entering into this Agreement.

1. The Host PHA shall be reimbursed the sum of one hundred and fifty dollars ($150.00) for each inspection requested by the Issuing PHA, including one (1) follow-up re-inspection, if needed.

2. In the event an additional re-inspection is required, the Host PHA shall be reimbursed the sum of seventy-five dollars ($75.00) for each such additional re-inspection requested by the Issuing PHA.

3. The Host PHA may be further reimbursed for any additional expenses as may be mutually agreed upon between PHAs for services requested by the Issuing PHA that may not be covered by these inspections.

Expenses for the services above will be billed to the Issuing PHA and shall be paid promptly to the Receiving PHA.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

ACC	Annual Contributions Contract
BR	Bedroom.
CFR	Code of Federal Regulations. Commonly referred to as "the regulations." The CFR is the compilation of Federal rules that are first published in the Federal Register and define and implement a statute.
EID	Earned Income Disallowance
EIV	Enterprise Income Verification
FMR	Fair Market Rent.
FSS	Family Self-Sufficiency
FY	Fiscal Year
GGHA	Garden Grove Housing Authority
GR	Gross Rent
HAP	Housing Assistance Payment
HCV	Housing Choice Voucher
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development, or its designee
IG	Inspector General
IRA	Individual Retirement Account
LEP	Limited English Proficiency
MSA	Metropolitan Statistical Area Established by the U.S. Census Bureau.
PIC	PIH Information Center
PIH	(HUD office of) Public and Indian Housing
PHA	Public Housing Agency.
PS	Payment Standard
RFAT	Request for Approval of Tenancy.
SEMAP	Section Eight Management Assessment Program
SRO	Single Room Occupancy
TR	Tenant Rent
TIN	Tax Identification Number
TTP	Total Tenant Payment

UA	Utility Allowance
URP	Utility Reimbursement Payment
VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Reauthorization Act of 2005
VMS	Voucher Management System

B. GLOSSARY OF TERMS

ADMINISTRATIVE PLAN. The HUD required written policy of the PHA governing its administration of the HCV program. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD.

ABSORPTION. In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

ACC RESERVE ACCOUNT. (Formerly "Project Reserve.") Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ACCESSIBLE. The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

ADJUSTED INCOME. Annual income, less the allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.

ADMINISTRATIVE FEE RESERVE. (Formerly "Operating Reserve.") Account established by PHA from excess Administrative Fee Income. The Administrative Fee Reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point where the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and a PHA. Under the contract, HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above), less the HUD-approved allowances.

APPLICANT (or Applicant Family). A family/individual that has applied for admission to a program, but is not yet a participant in the program.

AREA EXCEPTION RENT. Rent based on a HUD-approved payment standard amount that is higher than the basic range for a designated part of the Fair Market Rent area ("exception area").

ASSETS. (See "Net Family Assets.")

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes: tenants receiving rent supplement, Rental Assistance Payments or Section 8 assistance, and all other 236 and 221 (d)(3) BMIR tenants; except those paying the 236 Market Rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to HA's under the program. For each funding increment in a PHA program, Budget Authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed, or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has both a Co-head and a Spouse; also, a Co-head is never a Dependent).

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC.) See 24 CFR 982.151.

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

CONTINUOUSLY ASSISTED. An applicant is "continuously assisted" under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Certificate or Voucher Program.

CONTRACT. (See "Housing Assistance Payments Contract.")

DEPENDENT. A member of the family household, (excluding foster children), other than the family head or spouse, who is under 18 years of age, is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABLITY ASSISTANCE EXPENSES. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

DISABLED PERSON/PERSON WITH DISABILITIES. A person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes). See "Individual with handicaps".

DISABLED FAMILY. A family where the Head of Household or spouse meet any of the above criteria for Disabled Person.

DISPLACED PERSON/FAMILY. A person/family 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, under Federal Disaster Relief laws.

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C 802).

ELDERLY HOUSEHOLD. A family whose Head of Household, spouse, or sole member is at least 62 years of age; may include two or more elderly persons living together, or one or more such persons living with another person that is determined to be essential to his/her care and well-being.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted "Eligibility Income," per se, because Annual Income is now used for eligibility determination to compare to income limits.

ELIGIBLE FAMILY. A family is defined by the PHA in the Administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 that exceeded 25% of the Annual Income. It is no longer used.

EXCEPTION RENT. In the Pre-merger Certificate Program, an initial rent (Contract Rent plus any utility allowance) in excess of the published FMR. (See "Area Exception rent.")

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income that are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAIR MARKET RENT (FMR). The rent, including the cost of all utilities (except telephone) that would be required to be paid in the housing market area of the existing privately-owned unit of decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair Market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the *Federal Register.*

FAMILY. "Family" includes, but is not limited to:

- An Elderly Family or Single Person as defined in 24 CFR 5.403(b),
- The remaining member of a Tenant Family, and
- A Displaced Person.

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

- The veteran or service person is either: (a) the Head of the Household or is related to the Head of the Household; or (b) deceased, related to the Head of Household, and was a family member at the time of death; or
- The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was: (a) formerly the Head of Household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the Head of the Household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The size of the HCV issued to the family based on the PHA's subsidy standards.

FMR/EXCEPTION RENT LIMIT. HUD headquarters publishes the Fair Market Rent. In the HCV program the PHA may adopt a payment standard, which is between 90% - 110% of the FMR.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by State, local, or private agencies appointed by the State to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the rent to owner and the utility allowance. If there is no utility allowance, the rent to owner equals Gross Rent.

HAP CONTRACT. (See "Housing Assistance Payments Contract.")

HEAD OF HOUSEHOLD. The Head of Household is the person who assumes legal and financial responsibility for the household and is listed on the application as the head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian Housing Authority (IHA). ("PHA" and "IHA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a PHA. The total assistance payment consists of:

- A payment to the owner for the rent to owner under the family's lease.
- An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the HCV.

HUD REQUIREMENTS. HUD issues regulations through Federal Register notices, or other binding program directives.

IMPUTED ASSET. Asset disposed for less than Fair Market Value during two years preceding examination or re-examination.

IMPUTED INCOME. HUD Passbook Rate X total cash value of assets. Calculation used when assets exceed $5,000.

INDIVIDUAL WITH HANDICAPS. Any person who has 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.

INITIAL PHA. In portability, the term refers to both:

- A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
- A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INITIAL PAYMENT STANDARD. The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an American Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

JURISDICTION. The area in which the PHA has authority under State and local law to administer the program.

LANDLORD. This term means either the owner of the property or his/her representative, or the managing agent or his/her representative, as designated by the owner.

LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

LEASE ADDENDUM. See "Tenancy" addendum.

LIVE-IN AIDE. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the Certificate Program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MANUFACTURED HOME. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS A special housing type. [24 CFR 982.620 and 982.621]

MANUFACTURED HOME SPACE. In manufactured home space rental: A space leased by an owner to a family A manufactured home owned and occupied by the family is located on the space. [24 CFR 982.622 to 982.624]

MARKET RENT. The rent HUD authorizes the owner of FHA-insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured, multi-family project in which a portion of the total units receive project-based rental assistance under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is the rent approved by HUD and is the Contract Rent for a HCV.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating Adjusted Income for medical expenses in excess of 3% of Annual Income.

MINOR. A member of the family household (excluding foster children), other than the family head or spouse, who is under 18 years of age.

MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3).

MONTHLY ADJUSTED INCOME. One-twelfth (1/12) of the Annual Income after allowances or Adjusted Income.

MONTHLY INCOME. One-twelfth (1/12) of the Annual Income.

NATIONAL. A person who owes permanent allegiance to the United States; for example, as a result of birth in a United States territory or possession.

NEAR-ELDERLY FAMILY. A family whose head, or spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 year of age but below the age of 62 living with one or more live- in aides.

NEGATIVE RENT. Now called "Utility Reimbursement." A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. 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 is excluded from the definition.

NET FAMILY CONTRIBUTION. Formerly called "Tenant Rent."

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT. A family that has been admitted to the PHA's HCV program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

PAYMENT STANDARD. The maximum subsidy payment for a family (before deducting the family contribution). The PHA sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit

PHA PLAN. The Annual Plan and the Five-Year Plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

PREMISES. The building or complex in which the dwelling unit is located, including common areas and grounds.

PROGRAM. The HCV assistance program under this part.

PROGRAM RECEIPTS. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State, or local governments.

PUBLIC HOUSING AGENCY (PHA). PHA includes any State, County, municipality or other governmental entity or public body that is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

- A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members);
- Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or
- Any area outside the jurisdiction of a PHA that is administering a tenant-based program, where HUD determines that such PHA is not administering the program effectively, or a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a certificate or voucher and provides program assistance to the family.

RECERTIFICATION. Sometimes called "Reexamination." The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months, if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members moved out of the unit.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide for and pay.

RESIDENCY PREFERENCE. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("Residency Preference Area").

SECRETARY. The Secretary of Housing and Urban Development.

SECTION 8. Section 8 of the United States Housing Act of 1937, which governs the HCV program.

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages, or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the PHA Waiting List or without considering the applicant's Waiting List position.

SPECIAL HOUSING TYPES. [See Subpart M of 24 CFR 982, that states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).]

SPOUSE. The husband or wife of the Head of the Household.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's or voucher for such period as determined by the PHA; from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request.

TENANCY ADDENDUM. In the lease between the tenant and the owner, it is the lease language required by HUD.

TENANT. The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as the rent to the owner of the unit.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD Rent Formula requires the tenant to pay toward rent and utilities.

UIV. Up-font Information Verification. UIV is the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone), including range, refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate will be made or approved by a PHA or HUD 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 healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. 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.

VASH PROGRAM. A national initiative originally implemented in 1992 as a collaborative effort between the US Dept of Housing and Urban Development and the Veterans Affairs Department that provides permanent housing and supportive services to homeless veterans. The program partners the Public Housing Authority and the Veterans Affairs Medical Center. The goal of the Program is to combine Section 8 rental assistance vouchers with case management and clinical services provided by the Veterans Affairs Department at its medical centers to enable homeless veterans to re-integrate in the community to lead healthy, productive lives.

VERY LOW-INCOME FAMILY. A lower-income family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and has been discharged or released there from under conditions other than dishonorable.

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT (VAWA) OF 2005. Prohibits denying admission to the project to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER HOLDER. A family holding a voucher with an unexpired term (search time).

VOUCHER PROGRAM. The Housing Choice Voucher program.

WAITING LIST ADMISSION. An admission from the PHA Waiting List.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance

directed solely to meeting housing expenses, nor programs that provide health care, child care, or other services for working families.

C. GLOSSARY OF TERMS USED IN THE NON-CITIZENS RULE

CHILD. A member of the family, other than the Head of Household or spouse, who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

PHA. A Housing Authority- either a public housing agency or an Indian Housing Authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the Head of the Household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

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.

NON-CITIZEN. A person who is neither a citizen nor national of the United States.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by Public and Indian Housing programs.

AGREEMENT WITH THE GARDEN GROVE HOUSING AUTHORITY FOR THE ADMINISTRATION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM (F: H-55.1)

It was moved by Council Member Jones, seconded by Council Member Beard that:

The Subrecipient Agreement between the City of Garden Grove and the Garden Grove Housing Authority for the administration of a Tenant Based Rental Assistance Program be approved; and

The City Manager be authorized to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate.

The motion carried by a 5-0 vote as follows:

Ayes:	(5)	Beard, Broadwater, Jones, Nguyen, Phan
Noes:	(0)	None
Absent:	(0)	None

City of Garden Grove

and

Garden Grove Housing Authority

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Susan Emery
Dept:	City Manager/Director	Dept:	Community Development
Subject:	APPROVAL OF A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF GARDEN GROVE AND THE GARDEN GROVE HOUSING AUTHORITY FOR THE ADMINISTRATION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM	Date:	February 25, 2014

OBJECTIVE

The purpose of this memorandum is to request that the City Council (the "City") and the Garden Grove Housing Authority (the "Authority") consider and approve a Subrecipient Agreement (the "Agreement") between the City and Authority for the administration of a Tenant Based Rental Assistance Program ("TBRA").

BACKGROUND

The City of Garden Grove receives an annual HOME Investment Partnership (HOME) grant from the U.S. Department of Housing and Urban Development (HUD). On June 25, 2013, the City Council approved Substantial Amendment Number 1 to the 2010-15 Consolidated Plan and 2013-14 Annual Action Plan to allocate HOME funds to the Authority for the purpose of providing a TBRA program to qualified very low- and extremely low-income residents.

DISCUSSION

The Housing Authority's Section 8 budget was cut for FY 2013-14. This reduction in funds required the Housing Authority to cut existing very low- and low-income renters from their Section 8 housing program. To fill the Housing Authority's budget gap, $2,500,000 in HOME funds was reallocated to provide TBRA vouchers to eligible low-income families. The City will contract with the Authority as a sub-recipient to operate a TBRA Assistance Program for the City that is modeled after the Section 8 Housing Choice Voucher Program. The City's TBRA program will subsidize the difference between 30 percent of the household's adjusted monthly income and the City established rent limit. Tenant selection will be based upon very low- and extremely low-income Garden Grove households, which is a high priority need population who are in jeopardy of losing their housing. Like the Section 8

program, the Housing Authority will make payments directly to property owners on behalf of approximately 180 eligible families annually.

In order for the Authority to administer the TBRA program on behalf of the City, HUD requires that both entities enter into a Subrecipient Agreement.

FINANCIAL IMPACT

The Subrecipient Agreement will have no impact on the General Fund. Funding the TBRA program will come from the City's Federal HOME funds, fill a Section 8 funding reduction and not impact any other planned activities or projects.

RECOMMENDATION

Staff recommends that the City Council:

- Approve the Subrecipient Agreement between the City and Authority for the administration of a Tenant Based Rental Assistance Program;
- Authorize the City Manager to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate; and

Staff recommends the Housing Authority:

- Approve the Subrecipient Agreement between the City and Authority for the administration of a Tenant Based Rental Assistance Program;
- Authorize the Director to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate.

Susan Emery
SUSAN EMERY
Community Development Director

Allison Mills
By: Allison Mills
Neighborhood Improvement Manager

Attachment 1: Subrecipient Agreement

Recommended for Approval
Matthew Fertal
Matthew Fertal
City Manager

Subrecipient Agreement has been included in with the Housing Authority Agency

SUBRECIPIENT AGREEMENT WITH THE CITY OF GARDEN GROVE FOR THE ADMINISTRTION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM
(F: H-55.1)

It was moved by Commissioner Nguyen, seconded by Commissioner Phan that:

The Subrecipient Agreement between the City of Garden Grove and the Garden Grove Housing Authority for the administration of a Tenant Based Rental Assistance Program be approved; and

The Director be authorized to execute the Agreement and any pertinent documents to effectuate the Agreement, and to make minor modifications as appropriate.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	Beard, Beckles, Broadwater, Jones, Nguyen, O'Connor, Phan
Noes:	(0)	None
Absent:	(0)	None

City of Garden Grove

and

Garden Grove Housing Authority

INTER-DEPARTMENT MEMORANDUM

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Dept:	City Manager/Director	Dept:	Community Development
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Susan Emery

SUSAN EMERY
Community Development Director

Allison Mills

By: Allison Mills
Neighborhood Improvement Manager

Attachment 1: Subrecipient Agreement

Recommended for Approval

Matthew Fertal

Matthew Fertal
Director