

Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking:

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 (www.thehotline.org) or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Riverside County Coalition for Alternatives to Domestic Violence, 1-800-339-7233; 951-320-1370 (www.alternativestodv.org) and/or Shelter From the Storm, 1-800-775-6055 (www.shelterfromthestorm.com) and/or Safe Alternatives for Everyone, 951-587-3900 (www.safefamiliesca.org) and/or Riverside County Victim Services, 951-955-5450 (www.rivcoda.org/opencms/victimwitness) and/or National Teen Dating Helpline at 1-866-331-9474 (www.loveisrespect.org).

For participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center> and/or The California Victim Compensation Board, 1-800-777-9229 (www.vcgcb.ca.gov/victims).

For help regarding sexual assault, you may contact Riverside Area Rape Crisis Center, 1-888-686-7273 (www.rarcc.org); 951-686-7273 and/or the National Sexual Assault Hotline, 1-800-656-4673 (www.rainn.org) and/or The California Victim Compensation Board 1-800-777-9229 (www.vcgcb.ca.gov/victims).

Victims of stalking seeking help may contact Victims of Crime Resource Center, 1-800-842-8467 and/or National Center for Victims of Crime Resource Center, 202-467-8700 (www.victimsofcrime.org/our-programs/stalking-resource-center) and/or Victim Connect Helpline, 855-484-2846 (www.victimconnect.org).

15.5 FAMILY SELF-SUFFICIENCY (FSS)

The HA will not terminate assistance for FSS families who fail to comply with the FSS Contract of Participation unless participation in FSS is a requirement or condition of the program under which the family was admitted. By statute, housing assistance for Family Unification Program (FUP) Foster Care Youth is limited to 36 months except for Foster Care Youth who sign a FSS Contract of Participation (Form HUD-52650) prior to the expiration of the 36 month time limit, in which case they will maintain their housing assistance for the entire length of the FSS Contract of Participation for a period not exceeding the length of the FSS Contract of Participation. In most cases, this limit will be no more than 5 years; however, if the FSS Contract of Participation is extended [in accordance with 24 CFR 984.303(d)], the FUP Youth voucher can be extended no more than 2 years beyond the initial 5 year expiration date] If a FUP youth participating in this demonstration fails to comply with the terms and conditions of the FSS Contract of Participation without good cause and is terminated from the FSS program, the FUP youth is no longer considered a participant in this demonstration. With FSS termination, the FUP youth is subject to the statutory time limit of 36 months, beginning from the time the first HAP contract is signed. If the FUP youth has been assisted for more than 36 months, the PHA terminates assistance to the FUP youth household. Prior to termination, the PHA will offer an informal hearing to a FUP youth wishing to appeal a PHA decision to terminate.

15.6 PARTICIPANT FAMILY OBLIGATIONS

(24 CFR 982.551)

1. The family must supply any information that the HA or HUD determines is necessary in the

administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR Part 5). "Information" includes any requested certification, release or other documentation.

2. The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information in accordance with HUD regulations.
4. Any information supplied by the family must be true and complete.
5. The family is responsible for an HQS and/or UPCS-V breach caused by the family or their invitees.
6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the PHA and the owner before the family moves out of the unit or terminates the lease on notice to the owner.
9. The family must give the HA a copy of any owner eviction notice in writing within 10 calendar days of occurrence.
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
11. The composition of the assisted family residing in the unit must be approved by the HA. The family must inform the HA in writing within 10 calendar days of occurrence of the marriage (or the addition of a co-head), birth, adoption or court-awarded custody of a child. The family must request HA approval to add any family member as an occupant of the unit. No other person may reside in the unit (except for a foster child or live-in aide).
12. The family must notify the HA in writing within 10 calendar days of occurrence if any family member no longer resides in the unit.
13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
15. The family must not sublease or let the unit.
16. The family must not assign the lease or transfer the unit.
17. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.
18. The family must not own or have any interest in the unit.
19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
20. The members of the family may not engage in alcohol or 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 of the premises.
21. An assisted family, or members of the family, may not receive Section 8 tenant-based

assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.

22. The members of the household must not abuse 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.

15.6.1 Explanations and Terms

The term “promptly” when used with the family obligations always means “within 10 calendar days.”

15.6.2 Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act. All denials or terminations of assistance will be consistent with fair housing and equal opportunity provisions.

The HA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure to act will not reside in the unit.

In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the HA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the HA may require the applicant or participant to submit evidence of the household member’s current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

If the family includes a person with disabilities, the HA will determine if such action is subject to consideration of reasonable accommodation.

15.6.3 Lease Violations

In determining whether a serious or repeated violation of the lease will cause a termination of assistance, the HA will consider all circumstances including whether the owner terminates tenancy through court action for serious or repeated violation of the lease, the tenant’s statements and documents, verifications provided by either the owner or the tenant, and any reports of lease violations, neighborhood complaints or other third party information.

15.6.4 HQS and/or UPCS-V Breach

The HA will determine if an HQS breach as identified in HUD Regulations is the responsibility of the family. Families may be given extensions to cure HQS and/or UPCS-V breaches by the HA in accordance with HUD regulations.

15.6.5 Denial of Additions to the Household

Proposed additions to the family may be denied to:

- Persons who have been evicted from public housing.

- Persons who engage in or have engaged in, alcohol or drug-related criminal activity or violent criminal activity or any other criminal activity that violates the Policy on Prohibited Criminal Activity.
- Persons who do not meet the HA's definition of family.
- Persons who commit or have committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Persons who currently owe rent or other amounts to the HA or to another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act.
- Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

15.7 PROCEDURES FOR NON-CITIZENS

15.7.1 Termination due to Ineligible Immigrant Status

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending. Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated; however, they will be given an opportunity for a hearing.

15.7.2 False or Incomplete Information

When the HA has clear, concrete, or substantial documentation (such as 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 given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contest their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable. The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

15.8 AUTOMATIC TERMINATION OF HAP CONTRACT **(24 CFR 982.455)**

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner. If within the 180 day time frame, the total tenant payment causes the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

15.9 MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain required information. The obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

If an applicant or participant does not keep an appointment, does not supply information required by a deadline or does not allow the HA to inspect the unit, the HA may deny or terminate assistance. The family will be given information about the requirement to keep appointments as specified in this Plan.

Appointments may be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions

- Verification Procedures
- Voucher Issuance and Briefing
- Housing Quality Standards and Inspections
- Re-certifications
- Appeals

15.9.1 Procedure when Family Obligations are not met

When the participant family fails to fulfill their obligations within the time frames established by the HA, a “Pre-Termination of Assistance” appointment will be scheduled for the family. The appointment notice shall inform the family of the obligation not met and the necessary remedy. If the obligation is still not met, a Notice of Intent to Terminate Assistance will be issued. If the family corrects the breach within the time frame allowed for requesting a hearing, the notice may be rescinded. The HA will consider whether the family has a history of non-compliance in making determinations to terminate assistance.

At the same time that the family is notified of a breach in their obligations, a “Conditional Termination of Contract” notice will be sent to the owner. This notice will inform the owner that should the family fail to comply with their obligations, the contract will terminate.

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Chapter 16

OWNER DISAPPROVAL AND RESTRICTIONS

16.1 INTRODUCTION

It is the policy of the HA to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The federal regulations define when the HA must disallow an owner participation in the program, and they provide the HA 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.

16.2 DISAPPROVAL OF OWNER

[24 CFR 982.306(c)]

If informed by HUD that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 2424, or when otherwise directed by HUD, the HA must not approve a contract with the subject owner. For purposes of this section, “owner” includes a principal or other interested party.

The HA will also deny approval to lease a unit from an owner for the following reasons:

- HUD has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24, 2 CFR Part 24.
- HUD has informed the HA that the Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in any drug-related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS and/or UPCS-V 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 not paid state or local real estate taxes, fines or assessments.
- HA has received evidence that owner is requesting and accepting side payments for rent.
- 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 health or safety of, or the right to peaceful enjoyment of the premises by other residents.
 - Threatens the health or safety of other residents, or employees of the HA, or of owner employees or other persons engaged in management of the housing.
 - 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.
 - Engages in drug-related criminal activity or violent criminal activity.

- HUD regulations prohibit the HA from approving a unit if the owner is the parent, child, grandparent, grandchild, sister, brother, uncle, aunt, of any member of the tenant family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

16.3 OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program. The HA may also terminate some or all contracts with the owner.

Before imposing a penalty against an owner, the HA 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.

16.4 OTHER REMEDIES FOR OWNER VIOLATIONS

16.4.1 Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited from future payments in order to repay the HA or the tenant, as applicable. The HA will take court action to recover overpayments when other means fail to result in such collection.

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Chapter 17

OWNER OR FAMILY DEBTS TO THE HA

17.1 INTRODUCTION

This chapter describes the HA's policies for the recovery of monies which have been overpaid to an owner on behalf of an assisted family. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA'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.

The HA will make every effort to collect monies owed to the HA. The HA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Repayment agreements
- Abatements
- Collection agencies
- Credit bureaus

17.2 REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The maximum amount the Housing Authority will enter into a repayment agreement with a family is \$4,800.00. The maximum length of time the HA will enter into a repayment agreement with a family is 24 months. The family will be required to make monthly payments of \$200.00 for a period not to exceed 24 months until paid in full. If the family owes more than \$4,800.00, the portion that exceeds \$4,800.00 must be paid in full immediately as the Housing Authority will not enter into an agreement for more than \$4,800.00. Furthermore, 10% of the Repayment Agreement, regardless of whether it exceeds \$4,800.00 or not must be paid in full immediately. The HA reserves the right to modify the terms of the repayment agreement on a case by case basis. Signing a Repayment Agreement does not guarantee continued assistance.

17.2.1 Late Payments

A payment will be considered to be in arrears if it is two months in default and if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the HA may require the family to pay in full. If the family requests a move to another unit and has a repayment agreement in place, the family will be required to pay the balance in full prior to the issuance of a Voucher.

17.3 DEBTS DUE TO FRAUD/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.

17.3.1 Program Fraud

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of this chapter and will be terminated from the housing assistance program and ineligible for a lifetime. The reason for termination and the amount owed will be added to the Enterprise Income Verification (EIV) Debts Owed Module under the Head of Household however, all adult members at the time of termination are financially responsible for the debts owed.

If a family owes \$5,000 or more as a result of program fraud, the case may be referred to the HUD Inspector General. Where appropriate, the HA may refer the case for criminal prosecution.

17.4 OWNER DEBTS TO THE HA

If the HA determines that the owner has retained Housing Assistance Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance Payments owed the owner for any units under contract. The HA will make every effort to collect monies owed to the HA. If future Housing Assistance Payments are insufficient to reclaim the amounts owed, the HA will use a variety of collection tools to recover debts including, but not limited to:

- Requiring the owner to pay the amount in full within a maximum of 12 months
- Pursuing collections through the court system
- Requesting lump sum payments
- Civil suits
- Repayment agreements
- Abatements
- Collection agencies
- Credit bureaus
- Restrict the owner from future participation
- or any other available method

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Chapter 18

COMPLAINTS AND APPEALS

18.1 INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the HA. This chapter describes the policies, procedures and standards to be used when families disagree with a HA decision. The procedures and requirements are explained for preference denials, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

18.2 COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA prefers that all complaints be put in writing, however, they may be reported by telephone. Complaints that cannot be substantiated will be so noted.

Complaints from families, owners, or the general public will be referred to the Housing Specialist first. Unresolved complaints or those involving a staff member will be referred to a Housing Supervisor or Program Integrity Monitoring (PIM).

Any complaints of racial, ethnic or sexual harassment involving staff will be handled according to County personnel policies. Any complaints regarding racial, ethnic or sexual harassment not involving staff will be documented, referred to Fair Housing and/or Legal Aid, and will be reviewed by supervisory staff.

18.3 NOT MEETING PREFERENCES

When it is verified by the HA that an applicant does not meet a preference that they self-certified they did, they will be returned to the waiting list and will be notified in writing of the specific reason. Applicants who are returned to the waiting list for not meeting preferences are not entitled to an informal review.

18.4 INFORMAL REVIEW of APPLICANT (24 CFR 982.554)

The HA must give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. Once an applicant has received a denial letter, they have 10 calendar days from the date of their denial letter to request a review in writing. After review, the applicant will be furnished with a written final decision including a statement of the reasons for the final decision.

The HA is **not** required to provide the applicant an opportunity for an informal review for any of the following:

1. Discretionary administrative determinations by the HA (including but not limited to preferences, etc).
2. General policy issues or class grievances (including but not limited to preferences, etc).
3. A determination of the family unit size under the HA subsidy standards.
4. An HA determination not to approve an extension or suspension of a voucher term.
5. An HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
6. HA determination that a unit selected by the applicant is not in compliance with HQS and/or

UPCS-V.

7. An HA determination that the unit is not in accordance with HQS and/or UPCS-V because of the family size or composition.

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 immigration status, the applicant is entitled to an informal hearing.

18.5 INFORMAL HEARING for PARTICIPANT
982.555 (a)(1)]

[24 CFR

The HA must provide participants with the opportunity for an informal hearing for decisions related to any of the following:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
3. A determination of the family unit size under HA subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.
6. A determination to terminate assistance of a Family Unification Program (FUP) youth participating in the Family Unification Program and Family Self Sufficiency Demonstration if the participant fail to comply with the terms and conditions of the FSS Contract of Participation without good cause and is terminated from the FSS program, the FUP youth is no longer considered a participant in this demonstration. With FSS termination, the FUP youth is subject to the statutory time limit of 36 months, beginning from the time the first HAP contract is signed. If the FUP youth has been assisted for more than 36 months, the PHA terminates assistance to the FUP youth household. Prior to termination, the PHA will offer an informal hearing to a FUP youth wishing to appeal a PHA decision to terminate.

In accordance with 24 CFR 982.555 (a)(2) in the cases described in clauses 4, 5 and 6 of this Section 18.5 above, the PHA must give the opportunity for an informal hearing before the PHA terminates housing assistance payments for the family under an outstanding HAP contract. Note: In the event the unit fails to meet HQS and/or UPCS-V, no Housing Assistance Payment (HAP) will be made after the specified termination date.

The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA.
- The date the proposed action or decision will take place.
- The family's right to an explanation of the basis for the HA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision.
- The time limit for requesting the hearing.
- To whom the hearing request should be addressed.

The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.
3. Establishment of the HA schedule of utility allowances for families in the program.
4. An HA determination not to approve an extension or suspension of a Voucher term.
5. An HA determination not to approve a unit or lease.
6. An HA determination that an assisted unit is not in compliance with HQS and/or UPCS-V. However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS and/or UPCS-V caused by the family as described in 24 CFR 982.551.
7. An HA determination that the unit is not in accordance with HQS and/or UPCS-V because of the family size.
8. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

18.6 INFORMAL REVIEW/HEARING PROCEDURES

It is the HA's objective to resolve disputes at the lowest level possible. Informal reviews are granted to applicants and informal hearings are granted to participants. The HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

Notification of Review/Hearing

When the HA determines that an applicant is denied assistance, and for participants, other specified actions, the family must be notified in writing. The notice must contain:

- The reason(s) the action is being taken,
- The procedure for requesting an informal review/hearing if the applicant/participant does not agree with the decision, and
- The time limit for requesting a review/hearing.

A request for an informal review/hearing must be received in writing by the close of the business day, no later than 10 calendar days from the date of the HA's notification of denial of assistance or intent to terminate assistance. For informal hearings, the information packet must be submitted to the hearing officer by the HA within 10 calendar days of receipt of the request for hearing. An appointment will be scheduled and a letter will be sent by the hearing officer within 5 business days from the date the information packet is received and the informal hearing will be conducted no more than 14 calendar days from the date the appointment letter is sent. For informal reviews, the review must be performed within 14 calendar days from the date the review is requested and the results sent to the applicant by mail within 10 business days after the review. The review will be performed in person unless the applicant requests either a review by phone or letter. The informal review/hearing shall be conducted by the review/hearing officer appointed by the HA who is neither the person who made nor approved the decision, nor a subordinate of that person. The HA appoints a review/hearing officer who is a staff person at the Housing Specialist II level or above, or an individual from outside the HA.

The review/hearing shall concern only the issues for which the family has received the opportunity for a review/hearing. Evidence presented at the review/hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The applicant/participant will be given the opportunity to present oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. Both the HA and the family may use an attorney or other representative to assist them at their own expense.

A representative with written authorization to act on behalf of the applicant/participant may conduct an informal review/hearing in the absence of the applicant/participant, unless the representative has an interest in the rental assistance, i.e., the owner of the assisted unit.

When the hearing officer receives an information packet for an informal hearing, an informal hearing date will be scheduled and the notification will contain:

1. The date and time of the hearing.
2. The location where the hearing will be held.
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense.
4. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action, and to obtain a copy of such documents prior to the review/hearing. Such documents or evidence must be sent to the family no later than 7 days before the review/hearing date.
5. A notice to the family that the HA will request a copy of any documents or evidence the family will use at the review/hearing. Such documents or evidence must be received by the HA no later than 7 days before the review/hearing date.

After a review/hearing date is scheduled, 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.

Family rights:

- Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer.
- The family must be allowed to copy any such document at the family's expense.

If the HA does not make the document available for examination on request of the family, the HA may not rely on the document at the hearing.

HA rights:

- Examine at HA offices before the HA hearing any family documents that are directly relevant to the hearing.
- The HA must be allowed to copy any such document at the HA's expense.

If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.

The review/hearing officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the review/hearing.

A notice of the review/hearing findings shall be provided in writing to the HA and the family within 10 business days and shall include a clear summary of the decision, reasons for the decision, and the amount of any money owed, if applicable.

If the decision to terminate assistance is upheld, the HA will mail out the Informal Hearing Upheld letter. The HAP is only paid up until the date of the decision letter or the Contract Termination date, whichever is later.

When the HA is not bound by review/hearing decisions:

- Concerning matters in which the HA is not required to provide an opportunity for a hearing.
- Which conflict with or contradict HUD regulations or requirements.
- Which conflict with or contradict federal, state or local laws.
- Which exceed the authority of the person conducting the review/hearing.

The HA shall send a letter to the applicant/participant if it determines the HA is not bound by the review/hearing officer's determination within 21 calendar days. The letter shall include the HA's reasons for the decision with a copy to the review/hearing officer. All requests for a review/hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

18.7 HEARING AND APPEAL PROVISIONS FOR RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

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 of the U.S. Immigration and Customs Enforcement (ICE) appeal. Assistance to a family may not be terminated or denied while the informal hearing is pending but assistance to an applicant may be delayed pending the informal hearing.

18.7.1 ICE Determination of Ineligibility

If a family member claims to be an eligible immigrant and the ICE SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within 10 calendar days of their right to appeal to the ICE within 30 calendar days or to request an informal hearing with the HA either in lieu of or subsequent to the ICE appeal.

If the family appeals to ICE, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA hearing must be made within 10 calendar days of receipt of the notice offering the hearing or, if an appeal was made to the ICE, within 10 calendar days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this plan for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, the HA will deny the applicant family. If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

If any family member fails to provide documentation or certification of eligible citizenship/immigration as required by the regulation, that member is treated as ineligible. If all family members fail to provide documentation or certification, the family will be denied or terminated.

Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing

regarding determinations of tenant rent and total tenant payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

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Chapter 19

FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

19.1 INTRODUCTION

Family self-sufficiency (FSS) is a HUD program that encourages communities to develop local strategies to help voucher families [including Family Unification Program (FUP) Foster Care Youth who join FSS as part of the FUP Unification Program and Family Self Sufficiency Demonstration and who were referred to the HA by the Riverside County Public Child Welfare Agency (PCWA)] obtain employment that will lead to economic independence and self-sufficiency. Public housing agencies (PHAs) work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to enable them to obtain employment that pays a living wage.

The purpose of Family Self-Sufficiency (FSS) Program is to provide housing assistance combined with public and private resources that will help families and FUP Foster Care Youth who join FSS achieve economic independence and self-sufficiency. We believe that when a family's basic needs for affordable and stable housing are met, the family can better focus on other needs, such as skill development and job search.

At this time HACR manages the FSS Program for Housing Choice Voucher (HCV) Program participants only. Though only the designated head of the household must sign the FSS Contract of Participation, the program is designed for the whole family and everyone's needs are taken into account. FSS programs partner with other service providers, such as: employment and training agencies, community colleges, job search and placement organizations, alcohol and drug services, childcare providers, youth organizations, older adult services, health services, emergency services, credit and homeownership counselors, the local CalWORKs office, and many more.

19.2 ENROLLMENT AND RECRUITMENT

All Housing Choice Voucher (HCV) participants are eligible for FSS program. FUP Foster Care Youth referred to the HA by the Riverside County Public Child Welfare Agency (PCWA) are eligible to enroll in FSS prior to the expiration of their 36 month time limit of the FUP Youth Voucher. Current Foster Care Youth will be notified of this opportunity in writing at their initial briefing and their annual review prior to expiration of their 36 month time limit and the notification will state the time frame to enroll in the FUP FSS Demonstration (which is prior to expiration date of their FUP Youth Voucher 36 month time limit). A FUP Youth cannot enroll in FSS after the initial 36 month time limit has expired. A participant cannot be excluded from the program for such reasons as poor work history or lack of basic literacy skills. The FSS Program is a voluntary program. The premise of this program is that everyone deserves a chance for self-sufficiency, regardless of his or her current skill level, ability, or past work performance. In order to enroll in the program, participant's income update must have been completed within the last 90 days along with attending a mandatory one hour informational orientation. Eligible Youth: FUP eligibility requires a dual-agency determination. The PCWA certifies at the time of application for FUP that the youth is at least 18 years old and not more than 24 years old (has not reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C., 675 (5)(H) and is homeless or is at risk of becoming homeless at age 16 or older and who does not have adequate housing. The PHA determines eligibility for voucher assistance. Age eligibility (i.e. determining that a youth is between the ages of 18-24) is only performed at the time of admission

(refer to date of application). Youth can continue their assistance on the FUP-youth program until the time limit of the voucher is reached, even if the youth is older than 24 at that time.

In addition, consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990(ADA), PHAs may be required to make reasonable accommodations in PHA policies and practices for youth with disabilities.

For FUP Foster Care Youth lack of adequate housing means youth is:

- a) living in substandard or dilapidated housing;
- b) homeless;
- c) in imminent danger of losing their housing;
- d) displaced by domestic violence;
- e) living in an overcrowded unit; or
- f) living in housing not accessible to the youth or the youth's disabled child or children, due to the nature of the disability.

For additional details on youth eligibility, including definitions for the terms used to define lack of adequate housing, see the 2010 FUP Notice of Funding Availability (NOFA) at <http://archives.hud.gov/funding/2010/fupsec.pdf>.

19.3 CONTRACT OF PARTICIPATION

The participant (including FUP Foster Care Youth) must sign a five-year Contract of Participation, which states all the agreed upon terms between the participant and the Housing Authority (HA). Participants are expected to complete their goals within five years, though the Contract of Participation may be extended up to two years for good cause. To qualify for an extension, the participant must make the request in writing and include justification for the need for additional time. Contract extensions will be evaluated on a case by case basis. Program participants with a FUP Youth Voucher who sign a FSS Contract of Participation (Form HUD-52650) prior to the expiration (36 month time limit from initial voucher issue date) of their FUP Youth Voucher will be afforded the full length of the FSS Contract of Participation without regard to the amount of time remaining on their original 36 month time limit and will maintain their housing assistance for a period not exceeding the length of the FSS Contract of Participation. The requirements of compliance and consequences for not complying with the terms and conditions of the FSS Contract of Participation are reviewed with the FUP Youth at the time the FSS Contract of Participation is signed.

The requirements of compliance and consequences for not complying with the terms and conditions of the FSS Contract of Participation are reviewed with the FUP youth at the time the FSS Contract of Participation is signed.

*Termination: By statute, housing assistance for FUP Foster Care Youth is limited to 36 months except for Foster Care Youth who sign a FSS Contract of Participation (Form HUD-52650) prior to the expiration of the 36 month time limit, in which case they will maintain their housing assistance for the entire length of the FSS Contract of Participation for a period not exceeding the length of the FSS Contract of Participation. In most cases, this limit will be no more than 5 years; however, if the FSS Contract of Participation is extended [in accordance with 24 CFR 984.303(d)], the FUP Youth voucher can be extended no more than 2 years beyond the initial 5 year expiration date. If a FUP youth participating in this demonstration fails to comply with the terms and conditions of the FSS Contract

of Participation without good cause and is terminated from the FSS program, the FUP youth is no longer considered a participant in this demonstration. With FSS termination, the FUP youth is subject to the statutory time limit of 36 months, beginning from the time the first HAP contract is signed. If the FUP youth has been assisted for more than 36 months, the PHA terminates assistance to the FUP youth household. Prior to termination, the PHA will offer an informal hearing to a FUP youth wishing to appeal a PHA decision to terminate.

**This provision differs from the alternative requirement for FSS established in 79 FR 78100-01, Waivers and Alternative Requirements for the Family Self-Sufficiency Program, which does not allow PHAs to terminate voucher assistance for failure to comply with the FSS Contract of Participation. Because the demonstration language that permits HUD to waive sections of Section 8(x) directly connects participation in FSS and FUP, participation in FSS is required after current statutory time limit of 36 months for FUP youth. PHAs may not terminate voucher assistance for FUP youth because of failure to comply with an FSS Contract of Participation prior to the end of the first 36 months of assistance.*

PUBLIC LAW 114-201—JULY 29, 2016 130 STAT. 782 HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT OF 2016; SEC. 110. FAMILY UNIFICATION PROGRAM FOR CHILDREN AGING OUT OF FOSTER CARE. Section 8(x) of the United States Housing Act of 1937 (42 U.S.C. 1437f(x)) is amended— (1) in paragraph (2)(B)— (A) by striking “18 months” and inserting “36 months”; (B) by striking “21 years of age” and inserting “24 years of age”; and (C) by inserting after “have left foster care” the following: “, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless”; (2) by redesignating paragraph (4) as paragraph (5); and (3) by inserting after paragraph (3) the following new paragraph: “(4) COORDINATION BETWEEN PUBLIC HOUSING AGENCIES AND PUBLIC CHILD WELFARE AGENCIES.—The Secretary shall, not later than the expiration of the 180-day period beginning on the date of the enactment of the Housing Opportunity Through Modernization Act of 2016 and after consultation with other appropriate Federal agencies, issue guidance to improve coordination between public housing agencies and public child welfare agencies in carrying out the program under this subsection, which shall provide guidance on— “(A) identifying eligible recipients for assistance under this subsection; “(B) coordinating with other local youth and family providers in the community and participating in the Continuum of Care program established under subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381 et seq.); “(C) implementing housing strategies to assist eligible families and youth; “(D) aligning system goals to improve outcomes for families and youth and reducing lapses in housing for families and youth; and “(E) identifying resources that are available to eligible families and youth to provide supportive services available through parts B and E of title IV of the Social Security Act (42 U.S.C. 621 et seq.; 670 et seq.) or that the head of household of a family or youth may be entitled to receive under section 477 of the Social Security Act (42 U.S.C. 677).”

19.4 INDIVIDUAL TRAINING AND SERVICE PLAN (ITSP)

Individual training and services plan means a written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth:

- (1) The supportive services to be provided to the family member;
- (2) The activities to be completed by that family member; and
- (3) The agreed upon completion dates for the services and activities. Each individual training and services plan must be signed by the PHA and the participating family member, and is attached to, and incorporated as part of the contract of participation. An individual training and services plan must be prepared for the head of the FSS family.

The ITSP consists of the participant's final goal, interim goals, and specific steps the participant needs to take in order to accomplish those goals. Typically, goals are focused on attaining full-time/suitable employment, job advancement, training and education, financial stability, childcare, and personal growth and development.

19.5 CASE MANAGEMENT AND COMMUNITY SERVICES

The FSS Coordinator works in partnership with participants to identify and secure resources that

yield self-sufficiency. Case management includes supportive counseling, information and referrals, and ongoing goal development and planning, which will ultimately help participants gain skills and lifelong learning that continue beyond their participation in FSS. Participants will be referred to community agencies for additional services to support their self-sufficiency efforts. For FUP Foster Care Youth PCWA requirements remain unchanged under this demonstration and the PCWA must offer FUP youth services for the first 18 months of their participation in FUP. A list of services the PCWAs must offer FUP youth is found in the 2010 FUP Notice of Funding Availability under Part III section C(1)(b)(5) under clause (f) of header "The MOU must clearly address at a minimum the following:" <http://archives.hud.gov/funding/2010/fupsec.pdf>.

19.6 ESCROW ACCOUNTS

In general, as a family's earned income increases, the amount the family must pay for rent increases. When this happens and earned income exceeds the household earned income that was in effect on initial FSS contract start date and family's current adjusted income is greater than the HUD's published Applicable Lower Income Limit the family would not qualify for an Escrow credit. If the family is eligible for a monthly escrow credit, HACR takes a portion of the rent subsidy and places it in an interest-bearing escrow account on a monthly basis. The account is held for the family until they have completed all goals set in the Self-Sufficiency Plan. Once the family has met its goals and become independent of government assistance [ex: Aid to Families with Dependent Children (AFDC), Gainful Activity (GA), etc.] for a minimum of one year, they may cash out the escrow account. A participant must put their request to graduate from the program and cash out the escrow account in writing. If a family is unable to complete their goals in the prescribed time period the escrow account will be forfeited and the funds will be returned to HACR.

If a family moves into homeownership, they will be declared an FSS graduate. Any accrued escrow funds will be awarded, and the family will end its participation in the FSS program.

If a family graduates from the FSS program and is awarded any accrued escrow funds, that family will be eligible to re-enroll in the FSS program in the future (after a one-year waiting period), but will not be eligible to earn and receive another FSS escrow account.

If a family has their FSS Contract of Participation (see Section 19.3 above) expire or terminate, and no escrow funds have been paid, that family will be eligible to re-enroll in the FSS program after a one-year waiting period.

A family enrolled in FSS is eligible to graduate from the program and receive the full amount that has accrued in the escrow account when it has completed all of its obligations under the Contract of Participation before the expiration of the Contract. These obligations include the two required goals of suitable employment for the Head of Household and being free from welfare cash assistance for at least the last 12 months, as well as any other goals established by participants and the Housing Authority.

HCV participants *only* may also graduate when household earnings have increased to the point at which 30 percent of the monthly adjusted income equals or exceeds the published fair market rent for the size of the unit for which the FSS family qualifies based on the PHA's occupancy standards. HUD publishes annual FMRs for all areas of the United States. These households must be free of cash welfare assistance, but the 12-month welfare-free requirement does not apply. See 24 CFR §984.303(g)(2).

Upon successful completion of their FSS contract, the FSS family will be asked for a letter requesting graduation from the FSS program. That letter will need to provide: 1) description of the family's situation when they started the FSS program; 2) self-certification regarding no member of the household has received welfare assistance (cash aid) in the past 12 months; (For those requesting graduation from FSS due to 30 percent of the family's monthly adjusted income equaling or greater than the Fair Market Rent amount for the unit size for which the family qualifies, the self-certification must indicate that no member of the assisted household was currently receiving welfare cash aid assistance) and 3) the family's plans for use of the escrow funds. If this letter is not provided after two requests from the Housing Authority, or after 90 days, then the family may be terminated from the FSS program and any accrued escrow funds may be forfeited. In order to graduate, family must be in good standing with the program and meet all contract and regulatory obligations.

19.7 SUPPORTIVE SERVICES FOR HCV FSS PARTICIPANTS

Supportive services means those appropriate services that a PHA will make available or by referral/agreement with another agency (directly or indirectly), or cause to be made available to an FSS family under a contract of participation, and may include:

- (1) Child care—child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;
- (2) Transportation—transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;
- (3) Education—remedial education; education for completion of secondary or post secondary schooling;
- (4) Employment—job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;
- (5) Personal welfare—substance/alcohol abuse treatment and counseling;
- (6) Household skills and management—training in homemaking and parenting skills; household management; and money management;
- (7) Counseling—counseling in the areas of: (i) The responsibilities of homeownership; (ii) Opportunities available for affordable rental and homeownership in the private housing market, including information on an individual's rights under the Fair Housing Act; and (iii) Money management; and
- (8) Other services—any other services and resources, including case management, reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Additional Examples of Supportive Services:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g. doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
- Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc);

- Education and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at technical school, trade school or college; including successful work ethic and attitude models; and
- Participation in the assessment and implementation of actions to address their needs, including the development of an individual case plan for each adult and the adult's commitment to the plan (each adult is required to sign a service plan agreeing to attend FSS counseling/training sessions and to take other actions as deemed appropriate to the adult's successful transition to self-sufficiency).

CHAPTER 20

PROGRAM INTEGRITY MONITORING (PIM)

[24 CFR 792.101 to 792.204, and 24 CFR 982.54]

20.1 INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The HA is committed to assuring 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. The HA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HA's policies for the prevention, detection and investigation of program abuse and fraud.

20.2 CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The HA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The HA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA has a responsibility to HUD, the County of Riverside, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the HA's attention, to investigate such claims.

The HA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

20.2.1 Referrals, Complaints, or Tips

The HA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file in such a way as to protect and observe the confidentiality of the informant.

20.2.2 Internal File Review

A follow-up will be made if HA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

20.2.3 Verification of Documentation

A follow-up will be made if the HA 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).

20.3 STEPS THE HA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The HA 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 by emphasizing program education as the primary means to obtain compliance by families.

20.3.1 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 the HA's expectations for cooperation and compliance.

20.3.2 Program Orientation Session

Mandatory orientation sessions will be conducted by the HA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions (Briefing), the family representative will be required to sign, the Voucher, the "Important Points to Remember" form, and the "What is Fraud" form.

20.3.3 Resident Counseling

The HA will as a part of the recertification process invite participants into the HA office in order to clarify any confusion pertaining to program rules and requirements.

20.3.4 Review and Explanation of Forms

At appropriate times and/or at the family's request staff may explain all required forms and review the contents of all (re)certification documents prior to signature.

20.3.5 Use of Instructive Signs and Warnings

Instructive signs such as the "Things you should Know" form will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

20.3.6 Participant Certification

All family representatives will be required to sign the "What is Fraud" form, "Important Points to Remember", any other form deemed necessary as contained in HUD's Participant Integrity Program Manual.

20.4 STEPS THE HA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The HA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

20.4.1 Quality Control File Reviews

Prior to initial certification, and at the completion of all subsequent recertifications, a percentage of files will be reviewed. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

20.4.2 Observation

The HA Management and Program Staff (to include inspection personnel) 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.

20.4.3 Public Record Bulletins

Public Record Bulletins may be reviewed by Management and Staff.

20.4.4 State Wage Data Record Keepers

Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, November 7, 1988, 102 Stat. 3224 may be made annually in order to detect unreported wages or unemployment compensation benefits.

20.4.5 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 HA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

20.5 THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The HA staff will encourage all participating families to report suspected abuse to the Program Integrity Monitoring (PIM) division (800-300-0439; programintegrity@rivco.org). All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented, remain anonymous and/or placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up.

20.5.1 File Review

An internal file review will be conducted to determine if the subject of the allegation is a client of the HA and, if so, to determine whether or not the information reported has been previously disclosed by the family. It will then be determined if the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

20.5.2 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, and the fact(s) are independently verifiable, the HA Staff will initiate an investigation to determine if the allegation is true or false.

20.6 OVERPAYMENTS TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate. The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse (such as those listed below). Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

- Require the owner to pay the amount in full within a maximum of 12 months
- Pursue collections through the court system, the Internal Revenue Service (IRS), Franchise Tax Board (FTB), or any other available method
- Restrict the owner from future participation

20.7 HOW THE HA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the HA 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 Executive Director to monitor the program compliance will conduct the investigation. In all cases, the HA will secure the written authorization from the program participant for the release of information. The steps taken will depend upon the nature of the allegation and may include, but are not limited to:

20.7.1 Credit Bureau Inquiries (CBI)

In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

20.7.2 Verification of Credit

In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.

20.7.3 Employers and Ex-Employers

Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

20.7.4 Neighbors/Witnesses

Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

20.7.5 Other Agencies

Investigators, case workers or representatives of other benefit agencies may be contacted.

20.7.6 Public Records

If relevant, the HA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked include, but are not limited to, real estate, marriage,

divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, postal records, social media, etc.

20.7.7 Department of Motor Vehicles (DMV)

In cases involving suspected unauthorized tenants and/or unreported vehicles.

20.7.8 Enterprise Income Verification (EIV) reports

In cases involving unreported income and/or unreported employers

20.7.9 Interviews with Head of Household or Family Members

The HA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HA office. A high standard of courtesy and professionalism will be maintained by the HA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

20.7.10 Other

The HA may use any other resources or tools available.

20.8 PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA

Documents and other evidence obtained by the HA during the course of an investigation will be considered "work product" and will be kept in a separate "work file" and kept in a secured area. Such cases under review will not be discussed among HA Staff unless they are involved in the process, or have information which may assist in the investigation. In the event that the results of the investigation leads to the termination of rental assistance, the information used to support the termination will then be kept in the participant's file.

20.9 CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

20.10 EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the HA 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/owner.
- If the family is eligible for continued rental assistance.

20.11 ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the HA will propose the most appropriate remedy based upon the type and severity of the violation.

20.11.1 Procedural Non-compliance (Pre-termination of Assistance Appointment)

When the family "fails to" observe a procedure or requirement of the HA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by the HA.

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 the HA if the procedure or obligation is not complied with by the date specified by the HA.
- The consequences of repeated (similar) violations.

20.11.2 Procedural Non-compliance - Overpaid Assistance.

When the family owes money to the HA for failure to report changes in income or assets, the HA will issue a Pre-termination of Assistance Appointment. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the HA (if known, otherwise this will be determined at a later time once all evidence is gathered).

(a) Participant Fails to Comply with HA's Notice

If the Participant fails to comply with the HA's notice, and a family obligation has been violated, the HA will initiate termination of assistance (Intent to Terminate Assistance letter). The family will be given the right to disagree and to request an informal hearing with instructions for the request of such hearing.

(b) Participant Complies with HA's Notice

When a family complies with the HA's notice, the staff person responsible will meet with him/her to discuss and explain the family obligation(s) or program rule(s) which was violated. The staff person will counsel the participant and may require that they sign Certified Statements regarding their family obligations with the understanding that future incidents may result in termination.

20.11.3 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 the HA, the HA 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, Eligibility Questionnaire, "What is Fraud", and "Important Points to Remember" are adequate to establish knowledge of wrong-doing.

(b) The participant and/or owner willfully violated the law

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the participant and/or owner of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the participant and/or owner omitted material facts which were known to him/her (e.g., employment of self or other household member).
- That the participant and/or owner falsified, forged or altered documents.
- That the participant and/or owner verbalized and completed certified statements or other documentation which were later independently verified to be false.

20.11.4 Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) Criminal Prosecution

If the HA has established criminal intent, and the case meets the criteria for prosecution, the HA will:

- Refer the case to the local and/or State municipalities and/or the District Attorney, notify HUD's Office of the Inspector General (OIG), and terminate rental assistance.

(b) Administrative Remedies

The HA will:

- Terminate assistance and demand payment of restitution in full.
- Terminate assistance and execute an administrative repayment agreement in accordance with the HA's Repayment Policy.
- Terminate assistance and pursue restitution through civil and/or criminal litigation.
- Continue assistance at the correct level upon repayment of restitution in full.
- Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the HA's repayment policy.
- For owner fraud, prevent them from renting their units to program participants.

- (c) All other remedies available to the HA in law and equity.

20.11.5 The Pre-Termination of Assistance Appointment for Serious Violations and Misrepresentations

When the HA has established that material misrepresentation(s) have occurred, a Pre-Termination of Assistance Appointment will be scheduled with the family representative and the HA staff person who is most knowledgeable about the circumstances of the case.

This Pre-Termination of Assistance Appointment will take place prior to any proposed action by the HA. The purpose of such Pre-Termination of Assistance Appointment is to review the information and evidence obtained by the HA 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 the HA. The family will be given ten (10) calendar days to furnish any mitigating evidence.

A secondary purpose of the Pre-Termination of Assistance Appointment is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HA 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 number of false statements.

20.11.6 Notification to Participant of Proposed Action

The HA will notify the family of the proposed action no later than **30-60** days after the Pre-Termination of Assistance Appointment by mail.

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CHAPTER 21

PROJECT-BASED VOUCHERS

PART I: GENERAL REQUIREMENTS

21.1 INTRODUCTION (DESCRIPTION OF PBV PROGRAM) (24 CFR 983.5)

The Project-Based Voucher (PBV) program is administered by Public Housing Agencies who also administer the tenant-based Housing Choice Voucher program, or Section 8 and the Veterans Affairs Supportive Housing (VASH) Voucher Program. PBV is assistance that is tied directly to a unit in an approved project, unlike HCV, where assistance is tied to the participant. The policies regarding the Housing Choice Voucher program apply to the PBV program, except where they are specifically altered in this chapter. The Housing Authority at its discretion can project base Section 8 vouchers and VASH vouchers in accordance with its administrative plan and the Code of Federal Regulations. In administering the Project-Based Voucher program, the goals of this Housing Authority are to:

- Attract more affordable developments to the Housing Authority's jurisdiction;
- Leverage PBV with other financing sources;
- Preserve affordable units that might otherwise become market-rate units;
- Increase affordability of housing for families making at or below 30% of the area median income;
- Further HUD and Housing Authority goals of deconcentration;
- Increase the Permanent Supportive Housing Stock;
- Develop Housing Authority owned sites;
- Develop Housing in Transformative Climate and Sustainable Communities; and
- Expand housing and economic opportunities.

The Housing Authority may enter into contracts for Project-Based Vouchers based on the policies outlined in this chapter.

21.2 LEVEL OF ASSISTANCE (24 CFR 983.6)

The Housing Authority will appropriate no more than 20% of the Section 8 Budget Authority (BA) allocated to the HA by HUD in the Project-Based Vouchers program.

Additional Project-Based Units [Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised by FR notice 82 FR 32461 published on July 14, 2017]

The Housing Authority may project-base an additional 10 percent of its units above the 20 percent program limit, provided those additional units fall into one of the following categories:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302.) and continued in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
 - *Veteran* means an individual who has served in the United States Armed Forces.
- Provide Supportive Housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403. (see Appendix A:Glossary for definition of Supportive Housing)

- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.
- [While PBV projects located in a census tract with a poverty rate at 20 percent or less are excluded from the 25 percent unit cap, those projects are subject to an alternative income mixing requirement that is the greater of 25 units or 40 percent of the units [Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised by FR notice 82 FR 32461 published on July 14, 2017].

Housing Authority Policy

The Housing Authority will project base an additional 10 percent of its units above the 20 percent program limit in accordance with the provisions set forth in this section 21.2 under the heading “Additional Project-Based Units.”

TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE

[24 CFR 983.2]

Many of the tenant-based voucher program regulations set forth in 24 CFR Part 982 also apply to the PBV program.

Consequently, many of the Housing Authority policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are set forth in 24 CFR 983.2.

Housing Authority Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations set forth in 24 CFR Part 983, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Relocation costs may not be paid from voucher program funds; however, provided payment of relocation benefits is consistent with state and local law, the Housing Authority may use their administrative fee reserve to pay for relocation assistance after all other program administrative expenses are satisfied. Use of the administrative fee reserve in this manner must be consistent with legal and regulatory requirements, including the requirements of 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. The Housing Authority must require the owner to comply with the URA and 49 CFR part 24

In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the agreement between the owner and the Housing Authority.

EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

The HA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program including the authority cited at 24 CFR 5.105(a). In addition, the Housing Authority must comply with the Housing Authority Plan on civil rights and affirmatively furthering fair housing certification, submitted by the Housing Authority in accordance with 24 CFR 903.7(o).

PART II: PBV OWNER PROPOSALS

OVERVIEW

With certain exceptions, the Housing Authority must describe the procedures for owner submission of PBV proposals and for Housing Authority selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the Housing Authority must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. The Housing Authority may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH].2017-21 (HA)].

21.3 OWNER PROPOSAL SELECTION PROCEDURE (24 CFR 983.51)

The Housing Authority may use one of the following methods to select owner proposals:

1. Request for Proposal (RFP): The Housing Authority may issue a competitive request for PBV proposals. An RFP may not be limited to a single site and may not impose restrictions that practically preclude owner submission of proposals for PBV on different sites. The Housing Authority will publish an RFP in at least one newspaper of general circulation, as well as post the RFP on the Housing Authority website. The submission deadline will be included in the RFP and a detailed application and selection criteria will be provided to all interested parties.
2. At the discretion of the Housing Authority, projects may be selected for PBV assistance using proposals for housing developed using federal, Administrative Plan 21.2, state, or local government housing assistance, community development, or a supportive services program that requires competitive selection of proposals (e.g., HOME, competitively-awarded Low-Income Housing Tax Credit), where the proposal has already been selected in accordance with such program's competitive selection requirements within three years of the Housing Authority's PBV selection date, and the earlier selection proposal did not involve any consideration that the project would receive Housing Authority PBV assistance. Once a project is selected to receive PBV assistance, the Housing Authority will give public notice of its selection on its website at www.harivco.org.
3. Units Selected Non-Competitively Where Housing Authority has Ownership Interest {Federal Register (FR) notice (82 FR 5458) published on January 18, 2017, as revised

by FR notice 82 FR 32461 published on July 14, 2017] For certain public housing projects where the Housing Authority has an ownership interest or control and will spend a minimum amount per unit on rehabilitation or construction, the Housing Authority may select a project without following one of the two processes above in cases which the Housing Authority is engaged in an initiative to improve, develop, or replace a public housing property or site.

Housing Authority Policy

The Housing Authority may attach PBVs to projects owned or controlled by the Housing Authority as described above on a case-by-case basis.

The Housing Authority is proposing to award projects based vouchers to the following Housing Authority owned projects listed below non-competitively:

1. Perris Park Apartments – The Housing Authority’s affiliated non-profit Riverside Community Housing Corp. (RCHC) is in the process of acquiring an 80 unit apartment project in the City of Perris, located at 1450 South Perris Boulevard, Perris, CA 92570 identified as Assessor’s Parcel No. 313-290-020. The property consist of 32 two-bedroom units, 32 three bed-room units, and 16 four bed-room units. The property is an existing affordable housing project built in 2000 that has been struggling financially and in need of repairs as a result. The RCHC was created as an affiliate to the Housing Authority for the purpose of, among other things, financing, acquiring, owning and managing affordable housing developments in the County of Riverside for persons of low and moderate income. The Housing Authority is proposing to award this project a total of 79 project based vouchers non-competitively under this section. As part of the acquisition of this property the RCHC is proposing to substantially rehabilitate the property and bring the project in compliance with housing and quality standards. Awarding this project PBVs will insure the long term stability of this project for the foreseeable future.
Desert Rose Apartments – In 2008 the Housing Authority acquired the 100 unit Ripley Migrant Farm Worker Center and converted the facility to a year round 76 unit housing complex for rental housing to extremely low-income household and farm workers. The property over the years has experienced an abnormal high vacancy rate and as result of that the project is struggling financially and no longer feasible to continue to operate at a loss. The Housing Authority is proposing to award this property a total of 11 PBVs to insure that the property remains financially feasible and available to very low income residents. The Housing Authority is also exploring bringing in service providers to the property that can offer after school programs for the children and work development programs for its residents.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

Housing Authority procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the Housing Authority. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the Housing Authority

request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

Housing Authority Policy Housing Authority Request for Proposals

The Housing Authority will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals:

Press Enterprise and Desert Sun

Other local publications serving specific geographic areas within the Housing Authority's jurisdiction, including, where appropriate:

- Palo Verde Times

In addition, the Housing Authority will post the RFP and proposal submission and rating and ranking procedures on its web site.

The Housing Authority will publish its advertisement in the newspapers mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the Housing Authority estimates that it will be able to assist under the funding the Housing Authority is making available. Proposals will be due in the Housing Authority office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the Housing Authority by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

Housing Authority-Owned Units [24 CFR 983.51(e), 983.59, Notice PIH 2017-21] (HA)

A Housing Authority owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the Housing Authority owned units were appropriately selected based on the selection procedures specified in the Housing Authority administrative plan. If the Housing Authority selects a proposal for housing that is owned or controlled by the Housing Authority, the Housing Authority must identify the entity that will review the Housing Authority proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of Housing Authority -owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the Housing Authority and a HUD-approved independent entity. In addition, an independent entity must determine the rent to owner, the re-determined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the Housing Authority jurisdiction (unless the Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

Housing Authority Policy

The Housing Authority may submit a proposal for project-based housing that is owned or controlled by the Housing Authority. If the proposal for Housing Authority -owned housing is selected, the Housing Authority will use Nan McKay & Associate or another qualified entity to review the Housing Authority selection and establish PBV contract rents (initial rent to owner and re-determined rent to owner), perform all HQS inspections and rent reasonableness activities for Housing Authority owned units and provide a copy of the results to the HUD field office where the project is located. The Housing Authority has obtained HUD approval to utilize Nan McKay & Associates. The Housing Authority will obtain HUD approval of any new entity prior to selecting the proposal for Housing Authority -owned housing.

The Housing Authority may only compensate the independent entity from Housing Authority ongoing administrative fee income (including amounts credited to the administrative fee reserve). The Housing Authority may not use other program receipts to compensate the independent entity for its services. The Housing Authority and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

Housing Authority Notice of Owner Selection [24 CFR 983.51(d)]

The Housing Authority must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

Housing Authority Policy

Within 10 business days of the Housing Authority making the selection, the Housing Authority will notify the selected owner in writing of the owner's selection for the PBV program. The Housing Authority will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the Housing Authority will post the notice of owner selection on its web site. The announcement will include the name of the owner that was selected for the PBV program.

The Housing Authority will make available to any interested party its rating and ranking sheets and documents that identify the Housing Authority basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The Housing Authority will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The Housing Authority will make these documents available for review at the Housing Authority during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

21.4 HOUSING ELIGIBLE FOR ASSISTANCE (24 CFR 983.52 AND 983.53)

The Housing Authority will consider proposals for existing and newly constructed and rehabilitated housing. The following types of housing are ineligible under the Project-Based Voucher Program:

- Shared housing;

- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- Facilities providing continuous medical or related care, except an assisted-living facility that provides home health care services;
- Units owned by an educational institution that are designated for occupancy by students of the institution;
- Manufactured homes;
- Transitional housing;
- Units occupied by owners; and
- Units occupied by ineligible families.

Subsidized Housing [24 CFR 983.54]

The HA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance; (tenant based or project based);
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013);
- Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- A Section 101 rent supplement project (12 U.S.C. 1701s);
- A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Housing Authority in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55]

The Housing Authority may provide PBV assistance only in accordance with HUD subsidy layering regulations set forth in 24 CFR 4.13 and other requirements.

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental

housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The Housing Authority may only provide assistance in accordance with HUD subsidy layering regulations and other requirements. A subsidy layering review will not be required to enter into an agreement or to execute a contract between the Housing Authority and the owner when a project has not received any form of government housing assistance, other than the PBV assistance.

A subsidy layering review is required for any new construction or rehabilitation project receiving a form of government housing assistance in addition to project based vouchers. The HA will not enter into an AHAP or HAP with the owner until the project has successfully passed a subsidy layering review by HUD or other HUD-approved agency. The owner must certify in the HAP contract that the project has not received and will not receive (before or during the term of the contract) any other form of public assistance for acquisition, development, or operation of the housing, other than during the life of the HAP contract other than that disclosed in the subsidy layering review in accordance with HUD requirements.

HUD or the PHA in accordance with HUD requirements.

21.5 LIMITS ON ASSISTANCE (24 CFR 983.56)

The Housing Authority may only provide Project-Based Voucher assistance to up to 25% of the units in a selected project. Units excepted from this rule are:

- Units that house elderly or disabled families; and
- Families receiving qualified supportive services
- More than 25% of the units in a single-family building (a building with no more than 4 dwelling units) may be assisted with PBV.

21.5.1 Qualified Supportive Services

Units occupied by families eligible to receive qualified supportive services are excepted from the 25% cap on PBV assistance within a single development. Examples of supportive services that qualify for an exception include, but are not limited to:

- Family Self-Sufficiency (FSS) program
- Welfare-to-Work
- Psychological or medical services
- Drug or alcohol rehabilitative treatment
- Job training or placement services
- Education program where there is a reasonable expectation of leading to self-sufficiency
- Families receiving services in connection with the Veterans Affairs Supportive Housing program.
- Supportive services designed for chronic homelessness/homeless households that maximize housing stability

21.5.2 Qualifications for Supportive Services

It is not necessary that the supportive services be provided at or by the project. At least one member of the family must qualify for the supportive service for the unit to remain excepted from the 25% cap. Participation in medical- or disability-related services is not required as a

condition of living in an excepted unit, other than a drug and alcohol treatment program for current abusers, although such services may be offered.

21.5.3 Supportive Services Monitoring

Participant compliance with a supportive service contract will be monitored at least annually. The Housing Authority will request a status update for the participant's supportive service contract at the anniversary of said contract. The Housing Authority may request a status update on the supportive service contract more frequently, at its discretion. Providers of supportive services must provide the Housing Authority any changes to the program within thirty days of when those changes occur.

21.5.4 Failure to Meet Supportive Service Requirements

When a family living in an excepted unit fails to meet the requirements of a supportive service contract, and is living in the excepted unit because of the supportive services received, the Housing Authority will propose termination of the contract. The family will not be issued a voucher to move. The owner and participant will be given a sixty-day notice of the proposed termination of the HAP contract. The owner may at that time terminate the lease and issue an order to vacate by the HAP contract termination date. If a family fails to meet the requirements of the supportive service contract for good cause, as determined by the Housing Authority, and is qualified to become reinstated in the supportive service program within a reasonable time period, the Housing Authority may counsel the family on its obligations and allow reinstatement of the supportive service contract.

21.6 PROJECT SELECTION CRITERIA (24 CFR 983.57)

The following criteria will be considered when evaluating proposals for Project- Based Voucher assistance:

- Housing that serves families consistent with the needs indicated by preferences for the HACR waiting list; and,
- Housing that provides an appropriate level of supportive services to residents
- Other appropriate criteria consistent with regulation.

21.6.1 Selection Requirements for All Housing Types

A project may be selected to receive PBV assistance only if it is or will be located in a census tract that meets one of the following criteria:

- (i) A HUD-designated Enterprise Zone, Economic Community or Renewal Community;
- (ii) The concentration of assisted units will be or has decreased as a result of public housing demolition;
- (iii) Is undergoing significant revitalization;
- (iv) State, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
- (v) New market rate units are being developed that will positively impact the poverty rate in the area;
- (vi) Meaningful opportunities for educational and economic advancement exist.

Additionally, the site must be suitable in terms of furthering and facilitating all Fair Housing requirements. The site must also meet the HQS and/or UPCS-V site and neighborhood standards found in Chapter 10.

21.6.2 Requirements for Selecting Existing and Rehabilitated Housing (24 CFR 983.151)

The Housing Authority will select only existing and rehabilitated housing projects that meet the following criteria:

- (1) The site is 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 existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)
- (2) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (3) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- (4) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. This requirement does not apply to senior projects.

21.6.3 Requirements for New Construction Housing

The Housing Authority will select only new construction housing projects that meet the following criteria:

- (1) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- (2) The site must not be located in an area of minority concentration, except as permitted under number (3) of this section.
- (3) A project may be located in an area of minority concentration only if:
 - (i) Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration;
 - a. Application of this sufficient, comparable opportunities standard involves assessing the following factors:
 - (i) Significant number of assisted housing units is available outside areas of minority concentration.
 - (ii) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.
 - (iii) There are racially integrated neighborhoods in the surrounding area.
 - (iv) Minority families have benefited from local activities (*e.g.*, acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.
 - (v) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.
 - (vi) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.
 1. Application of the “overriding housing needs” criterion may permit approval of sites that are an integral part of an overall local strategy for the

preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”).

2. An “overriding housing need,” may not serve as the basis for determining that a site is acceptable, if the basis for the decision is that discrimination related to race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

(4) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas poverty concentration.

(5) The neighborhood must not be seriously detrimental to family life or one in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

(6) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(7) Except for new construction housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers, must not be excessive.

21.7 AGREEMENT TO ENTER INTO THE HAP CONTRACT (24 CFR 983.152)

If a rehabilitated or newly constructed project, as defined in 24 CFR 983.3, is selected by the Housing Authority to receive Project-Based Vouchers, the Housing Authority will enter into an Agreement to enter into a Housing Assistance Payment contract (AHAP) with the owner in the form required by HUD. In the AHAP the owner agrees to develop the contract units to comply with HQS and/or UPCS-V, and the Housing Authority agrees that, upon timely completion of the development in accordance with the terms of the AHAP, the Housing Authority will enter into a HAP contract with the owner for the contract units.

21.7.2 Environmental Review

(24 CFR 983.58)

The Housing Authority activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The Housing Authority may not enter into an AHAP nor enter into a HAP contract until it has complied with the environmental review requirements set forth in 24 CFR 983.58.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed. The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

SELECTION OF PARTICIPANTS

21.8 (24 CFR 983.251)

The Housing Authority may select families who are participants in the HACR's tenant based voucher program and families who have applied for admission to the project based voucher program. Except for voucher participants (determined eligible at original admission to the voucher program), the HACR may only select families determined eligible for admission at commencement of PBV assistance.

21.8.1 Waiting List

The Housing Authority will use Regional Project Based Voucher waiting lists for PBV projects receiving Project-Based Voucher assistance based on project location or establish a site based waiting list. Registrants currently on the Affordable Public Housing waiting list will be given an opportunity to place their name on any of the five regional waiting lists, with their original date and time intact. If a new applicant applies to the tenant-based waiting list, the applicant will be given the opportunity to also place their name on any open PBV waiting list. All project based sites that utilize VASH Vouchers a waiting list will be maintained by the Veteran Affairs Loma Linda Medical Center. In accordance with California State Law [Health and Safety Code Section 34322.2 (b)], families meeting the definition of a veteran according to either the United States Code, Title 38 (38 U.S.C.), Section 101 or the California Military and Veterans Code, Section 980, will have priority.

Not less than 75 percent of the families admitted to a PHA's tenant based and project-based voucher programs during the PHA fiscal year from the PHA waiting lists shall be extremely low-income families. The income- targeting requirements at 24 CFR 982.201(b)(2) apply to the total of admissions to the PHA's project-based voucher program and tenant-based voucher program during the PHA fiscal year from the PHA waiting list for such programs.

Current Site Based Waiting Lists and Preferences:

Madera Vistas (City of Temecula)

- Qualified veterans
- Maximum Income Limit: 30% of the Area Median Income
- Live/Work in Riverside County

Vista Rio (City of Jurupa Valley)

- Qualified veterans
- Maximum Income Limit: 30% of the Area Median Income
- Live/Work in Riverside County

Region 1, Region 2, Region 3, Region 4, & Region 5

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income
- Live/Work in Riverside County
- Elderly or disabled or families with minor children

Casas San Miguel

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income
- Live/Work in Riverside County
- Disabled or Elderly or receive supportive services

El Solano

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income
- Live/Work in Riverside County
- Disabled or Elderly

Current Waiting Lists maintained by the Veterans Affairs Loma Linda Medical Center:

March Veterans Village (March Air Reserve Base)

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income
- Must be eligible for the Veterans Affairs and Supportive Housing Program

Illinois Avenue (City of Beaumont)

- Qualified veterans
- Maximum Income Limit: 50% of the Area Median Income
- Must be eligible for the Veterans Affairs and Supportive Housing Program

21.8.2 Protection of In-Place Families

Families who reside in units selected to receive PBV assistance on the proposal selection date and who are also eligible in accordance with Chapter 2 of this Plan, will be given the opportunity to place their name on the appropriate PBV site-based waiting list. An absolute

preference will be given to that family to be selected from the waiting list. If the family is then determined fully eligible for the PBV program under all Housing Authority eligibility criteria, the family will then be referred to the owner for an appropriately-sized unit in the project.

21.8.3 Local Preferences

Applicants on any PBV waiting list are subject to the system of local preferences as it pertains to that particular waiting list. PBV regional-based waiting lists will have admission preferences that reflect the target population of each project. When PBV buildings are selected, the Housing Authority will publicly notice the selection, as well as the target population of each project. As new waiting lists are opened to the public, they will be advertised on the Housing Authority's website, along with its admissions preferences.

Disabled families who need an available *accessible* unit at a particular project may be awarded first preference from the waiting list. Disabled families may not be required to accept the supportive services offered nor can a preference be granted for those with a particular disability.

21.8.4 Refusal of Assistance

If a family refuses an offer of PBV assistance or the owner rejects a family for admission to the owner's PBV units, the Housing Authority may remove the family from the regional-based waiting list from which they were selected. Such refusal will not affect the family's position on the tenant-based waiting list or any other PBV regional-based waiting list, nor affect any admissions preference for which the family qualifies.

21.9 INFORMATION FOR ACCEPTED FAMILIES (24 CFR 983.252)

When a family accepts an offer of PBV assistance, the Housing Authority will provide the family an oral briefing. Attendance at this briefing is mandatory. The briefing will include:

- A description of how the program works;
- Family and owner responsibilities.

A briefing packet will be provided with information regarding:

- How the Housing Authority determines total tenant payment;
- Family obligations; and
- Applicable fair housing information.

21.10 LEASING OF CONTRACT UNITS (24 CFR 983.253)

Owners must lease contract units only to eligible families, selected and referred by the Housing Authority from the waiting list, during the term of the HAP contract. Owners must develop written tenant selection procedures consistent with the purpose of improving housing opportunities for extremely low and very low-income families, related to program eligibility and an applicant's ability to perform lease obligations. An owner must promptly notify, in writing, any rejected applicant of the grounds for rejection. Owners must follow the Housing Authority's subsidy standards when leasing units to referred families.

21.11 VACANCIES (24 CFR 983.254)

The owner must promptly notify the Housing Authority of any current or expected vacancy in a contract unit. After owner notice, the Housing Authority will promptly refer a sufficient number of families to the owner to fill the vacancy. If any contract unit has been vacant for at least 120

days since the owner notice of vacancy, the Housing Authority may give notice to the owner amending the HAP contract to reduce the number of contract units by the number of units that have been vacant for that period.

21.12 TENANT SCREENING

(24 CFR 983.255)

The Housing Authority may take into consideration any admission criteria outlined in Chapter 2 of this Plan in order to screen applicants for eligibility; however, it is the responsibility of the owner to screen applicants for behavior and suitability for tenancy. The Housing Authority will provide the owner with the tenant's current and former address, as well as the name and address of the current and/or former landlord, if known. This policy is consistent with information provided to owners under the Housing Choice Voucher program.

21.13 HOUSING ASSISTANCE PAYMENTS CONTRACT

The Housing Authority must enter into a Housing Assistance Payments (HAP) contract with the owner in order to provide housing assistance payments for eligible families. The Housing Authority will make housing assistance payments to the owner in accordance with the HAP contract, for contract units leased and occupied by eligible families during the term of the HAP contract. The Housing Authority will use the most recent HUD-approved form of the HAP contract.

21.13.1 Execution of the HAP Contract

(24 CFR 983.204, 24 CFR 983.209)

Before the HAP contract may be executed, the Housing Authority will inspect each contract unit in accordance with 24 CFR 983.103 (b), section 21.14 of this chapter and Chapter 10 of this Plan (Housing Quality Standards and Inspections). For existing housing, the HAP contract must be executed promptly after selection of the owner proposal and inspection. For new construction or rehabilitated housing, the HAP contract is executed after the Housing Authority has inspected the completed units and is satisfied that said units are completed in accordance with the AHAP and the owner has furnished the required evidence of completion. By execution of the HAP contract, the owner certifies:

- The owner is and will maintain all contract units in accordance with HQS and/or UPCS-V;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and in the leases with assisted families;
- Each contract unit is leased to an eligible family and the lease complies with the HAP contract and HUD requirements;
- Members of the assisted family reside in the contract unit and it is their only residence;
- The owner, property management personnel and maintenance personnel, are not a relative of any member of the assisted family by blood or operation of law;
- The amount of the housing assistance payment is the correct amount due under the HAP contract;
- The rent to owner for each contract unit does not exceed the rent due to owner for any comparable, unassisted unit;
- The owner will not receive any other payments beyond the tenant rent and housing assistance payments for the contract unit; and
- The family does not own or have any interest in the contract unit.

21.13.2 Term of the HAP Contract

(24 CFR 983.205)

The Housing Authority may enter into a HAP contract with an owner for an initial term of not less than one year and not more than fifteen years for each contract unit. The Housing Authority and owner may agree at any time, including during the initial contract term, to extend the term of the HAP contract for up to fifteen years at each contract expiration date.

The HAP contract may be terminated by the Housing Authority for insufficient funds. If it is determined there are insufficient funds available to continue to assist all contract units for the full term, the Housing Authority may give notice to the owner for all or any of the contract units, in accordance with HUD instructions.

21.13.3 Amendments to the HAP Contract (24 CFR 983.207)

Amendment to Substitute Contract Units – The Housing Authority may amend the HAP contract to substitute a different unit with the same number of bedrooms in the same building for the previously assisted unit. Prior to the substitution, the Housing Authority will inspect the proposed substitution unit and determine reasonable rent.

Amendment to Add Contract Units – At the discretion of the Housing Authority and provided the number of PBV-assisted units in a project will not exceed the 25% cap or the 20% Budget Authority, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional PBV units to a building. The anniversary and expiration date for the added units will be the same as for the existing units under the HAP contract.

21.14 INSPECTIONS (24 CFR 983.103)

HQS and/or UPCS-V inspections will be conducted in accordance with Chapter 10 of this Plan (Housing Quality Standards and Inspections). The Housing Authority may not perform inspections on units where there is a direct or indirect interest by any of its employees or officers. The Housing Authority will inspect PBV units at the following times:

1. Pre-selection – the Housing Authority will inspect the proposed site before the proposal selection date. For existing units, units must substantially comply with HQS and/or UPCS-V before the proposal selection date. Units must fully comply before the HAP contract may be executed;
2. Pre-HAP contract;
3. Turnover – the Housing Authority must inspect a unit before a new family moves in. The unit must fully comply with HQS and/or UPCS-V before a family may receive assistance in that unit;
4. Annual – The Housing Authority will conduct inspections on a random sample of at least 20% of contract units in a building annually. Turnover inspections are not counted toward annual inspections. If more than 20% of the annual sample fails the HQS and/or UPCS-V inspections, 100% of the contract units in the building must be inspected.
5. Other times – the Housing Authority will inspect PBV units at other times as necessary to insure the contract units are in compliance with HQS and/or UPCS-V and that the owner is providing utilities, maintenance and other services in accordance with the HAP contract.

Inspecting Housing Authority-Owned Units [24 CFR 983.103(f)]

In the case of Housing Authority-owned units, the inspections required under 24 CFR 983.103 must be performed by an independent agency designated in accordance with 24 CFR 983.59, rather than by the Housing Authority and approved by HUD. The independent entity must

furnish a copy of each inspection report to the Housing Authority and to the HUD field office where the project is located. The Housing Authority must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the Housing Authority-owner.

21.14.1 HQS and/or UPCS-V Violation (24 CFR 983.208)

The Housing Authority may make no HAP payments to the owner during any period in which the contract unit does not comply with HQS and/or UPCS-V or any other HAP contract requirement.

Remedies for HQS and/or UPCS-V violation include abatement or reduction in HAP payments, reduction of contract units, and termination of the HAP contract.

21.15 LEASE (24 CFR 983.256)

Owners must use the same lease for contract units as for unassisted units, with the lease being in accordance with state law. The lease must include the HUD tenancy addendum. All provisions in the tenancy addendum must be included in the lease. Provisions in the addendum shall prevail over provisions in the lease. The initial term of the lease must be for at least one year.

The lease must specify:

- Names of the owner and tenant;
- Identifying information of the unit rented;
- Term of the lease and any provision for renewal;
- The amount of tenant rent to owner;
- Specification of services, maintenance, equipment, and utilities to be provided by the owner;
- The amount of any charges for food, furniture, or supportive services.

21.15.1 Changes in the Lease

If the tenant and owner agree to any changes in the lease, the change must be in writing and must be submitted to the Housing Authority immediately. The owner must notify the Housing Authority in advance of any proposed change in the lease regarding responsibility for utilities. Such changes may only be made with written approval of the Housing Authority and in accordance with the terms of the lease relating to the amendment. If the Housing Authority approves a change in responsibilities for utilities, rent reasonableness must then be re-determined in accordance with 24 CFR 983.303 (c). The rent to owner will be recalculated from the effective date of the change [24 CFR 983.256 (e).

21.15.2 Absence from the Unit

The Housing Authority's absence policies found in Chapter 6 of this Plan (Eligibility Factors) will apply to the PBV program. The lease may specify a maximum period of family absence from the unit that is shorter than that specified by the Housing Authority.

21.15.3 Owner Termination of Tenancy and Eviction

Grounds for owner termination and eviction reflect the policies outlined in Chapter 14 of this Plan (Contract Terminations), except that an owner may not terminate tenancy after the initial term of the lease for business or economic reasons, or to repossess the unit for personal, family, or nonresidential use. If an owner refuses to renew the lease without good cause, the family will

be issued a tenant-based voucher and the unit will be removed from the HAP contract.

21.15.4 Security Deposits

(24 CFR 983.259)

The owner may collect a security deposit from the tenant. The amount may not exceed that allowed by state and local law or that charged to unassisted units in the same building.

When the tenant moves out, the owner may use the amount of the deposit, in accordance with the lease and state and local law, as reimbursement for any unpaid tenant rent, damage to the unit, or any other amount the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item within 21 days from the date the tenant moved out of the unit. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant. If the balance is not sufficient to cover amounts the tenant may owe under the lease, the owner may seek to collect the balance from the tenant. The Housing Authority has no liability or responsibility for payment of any amount owed by the family to the owner.

21.16 FAMILY OCCUPANCY OF WRONG-SIZE OR ACCESSIBLE UNIT (24 CFR 983.260)

If the Housing Authority determines that a family is occupying the wrong-size unit, or a unit with accessibility features the family does not require, and is needed by a family that requires the accessibility features, the Housing Authority will offer the family continued assistance in another unit and will notify the family and owner immediately of its offer of continued assistance and determination. The Housing Authority may offer continued assistance either in another PBV unit or a tenant-based voucher if a tenant based voucher is available). If the family is given a tenant-based voucher, policies under the Housing Choice Voucher program regarding voucher issuance and expiration will apply. If a family fails to lease a unit with the tenant-based voucher, assistance will be terminated upon expiration of the voucher (and any subsequent extensions granted by the Housing Authority).

Upon determination that the family is occupying a wrong-size unit or a unit with accessibility features not required by the family and continued assistance is offered in the form of a project-based voucher, the family will have thirty (30) days in which to move to another unit. If the family fails to move or refuses the offer of continued assistance in another unit, assistance to the family will be terminated.

21.17 DETERMINING RENT TO OWNER

(24 CFR 983.301)

The amount of estimated rent to owner must be included in the Agreement for rehabilitated or newly constructed housing. The actual rent to owner must be determined at the beginning of the HAP contract term for all types of housing. The amount of rent to owner is re-determined at the owner's request for a rent increase and when there is a 10% or greater decrease in the published FMR. Except for certain tax credit units specified below, the amount of rent to owner must not exceed the lowest of:

- An amount determined by the PHA that does not exceed 110% of the FMR (or any exception payment standard approved by HUD), minus the utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

21.17.1 Housing Authority Officer or Employee Owned Units

For any units in which any officer or employee has a direct or indirect interest, the initial

determination of rent to owner and the annual redetermination of rent to owner will be made by an independent entity, approved by HUD.

21.17.2 Redetermination of Rent to Owner (24 CFR 983.302)

The Housing Authority will only re-determine rent to the owner when the owner requests an increase at the annual anniversary of the HAP contract or when there is at least a 5% decrease in the published FMR. Notice of rent increase and other limitations on rent adjustments must conform to the above stated policies and Chapter 11 of this Plan (Owner Rents, Rent Reasonableness and Payment Standards). If there is a decrease in rent due to a 5% or greater decrease in the published FMR, the rent to owner must be decreased, whether or not the owner requested a rent adjustment. The notice of rent adjustment from the Housing Authority constitutes an amendment of rent to owner specified in the HAP contract. Rent reasonableness will be determined by a HUD-approved, independent entity for units owned by the Housing Authority. The entity will provide a copy of the determination to the Housing Authority and the HUD Los Angeles field office.

21.17.3 Rent Determination for Projects with Other Subsidies (24 CFR 983.304)

Rents may not exceed rent limits as established by the applicable federal program for units subsidized under the following programs:

1. HOME;
2. Insured or non-insured Section 236 project;
3. Formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
4. Section 221(d)(3) below market interest rate (BMIR) project;
5. Section 515 project of the Rural Housing Service;
6. Any other type of federally subsidized project specified by HUD.

The Housing Authority may set reasonable rents up to 110 percent of the HUD Market Rent in projects receiving Low-Income Housing Tax Credits (LIHTC), even if the rent level exceeds the maximum rent under the LIHTC program. The Housing Authority may, at its discretion include provisions in the HAP contract to reduce the initial amount of rent to the owner because of other governmental subsidies.

21.17.4 Rent Control and Other Rent Limitations (24 CFR 983.305)

Rent control and other rent limitations under local, state or federal law will apply.

21.18 PAYMENT TO OWNER (24 CFR 983.351)

The Housing Authority will make HAP payments to the owner in accordance with the HAP contract for the months in which the contracted unit is leased to and occupied by an eligible family. Except for discretionary vacancy payments described in section 21.18.1 of this chapter, the Housing Authority will not make any payments for any month after the month in which the family moves out of the unit. In order to continue receiving HAP payments, the owner must comply with all provisions of the HAP contract, including HQS and/or UPCS-V.

21.18.1 Vacancy Payments (24 CFR 983.352)

If a family moves out of a contract unit, the owner may keep the payment for the full calendar month in which the family moves out. The owner may not keep the payment if the Housing Authority determines that the vacancy is the owner's fault.

21.18.2 Other Charges and Fees**(24 CFR 983.354)**

The owner may not require the family to pay charges for any meals or supportive services unless the project is an assisted living development, in which case owners may charge tenants, family members, or both for meals and supportive services. These charges may not be included in the rent to owner and may not be used to calculate rent reasonableness. Nonpayment of such charges is grounds for termination under the lease only in an assisted living development. The owner may not charge tenants or family members extra amounts for items customarily included in the rent in Riverside County, or provided at no additional cost for unsubsidized tenants on the premises.

APPENDIX A: GLOSSARY

ABSORPTION: The point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ADJUSTED INCOME: Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE: Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (formerly Operating Reserve): Account established by HA 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 when the family becomes a participant in the program.

AHAP: Agreement to enter into a Housing Assistance Payments Contract.

ALCOHOL ABUSE: HACR has determined that a pattern of alcohol abuse exists when, there are two or more criminal charges involving alcohol during a two year period (excluding alcohol-related DUI/DWI criminal charges). Alcohol-related DUI/DWI criminal charges do not require more than one offense to be considered abuse of alcohol; and one alcohol-related DUI/DWI offense is a violation of the HACR Policy on Prohibited Criminal Activity. All persons receiving rental assistance, regardless of age, will be held to the same standard. VASH program participants are excluded.

ANNUAL CONTRIBUTIONS CONTRACT (ACC): A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL CONTRIBUTIONS CONTRACT RESERVE ACCOUNT (formerly Project Reserve): Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments 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 (See Section 6.3.2 of this Administrative Plan).

APPLICANT (or applicant family): A family that has applied for admission to a program, but is not yet a participant in the program.

ASSETS: (See Net Family Assets.)

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 Housing Choice Voucher assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120 percent of the BMIR rent, respectively.

BUDGET AUTHORITY: An amount authorized and appropriated by the Congress for payment to the HA under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

CHILD CARE EXPENSES: Reasonable amounts (based on average county wide costs determined by a yearly survey of child care providers and not exceeding the earned income) 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.

CITIZEN: A citizen or national of the United States.

CO-HEAD: A co-head is the boyfriend, girlfriend, or significant other of the head of the household. This person has equal responsibility for the lease. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent (50058 Instruction Booklet-3h). A Co-head may qualify the family as a disabled or elderly household and consequently receive a \$400 annual allowance. (24 CFR 5.403 for disabled/elderly definition of a "family"—"two or more persons living together").

CONTINUOUSLY ASSISTED: If the family is already receiving assistance under any 1937 Housing Act program when admitted to the Voucher program the applicant is considered continuously assisted under the 1937 Housing Act.

CONTRACT: (See Housing Assistance Payments Contract.)

CONTRACT AUTHORITY: The maximum annual payment by HUD to an HA for a funding increment.

CONTRACT RENT: Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the HA.

COURT PROGRAM: A program run by Riverside County Family and Dependency Drug Courts

COVERED PERSON: A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

CREDIBLE EVIDENCE: May be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

DATING VIOLENCE: Violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length

of the relationship; (ii) the type of the relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

DEPENDENT: A member of the family household (excluding foster children and foster adults) other than the family head or spouse/co-head, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student 18 years of age or over.

DISABLED PERSON: A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42 U.S.C. 423).
2. A person who has a physical, mental, or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISABLED FAMILY: A family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

DISPLACED PERSON: A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE: The legal residence of the household head or spouse/co-head as determined in accordance with state and local law.

DOMESTIC VIOLENCE: Felony or misdemeanor crimes of violence committed by a current or former spouse/co-head of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse/co-head, by a person similarly situated to a spouse/co-head of the victim under the domestic 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.

DRUG: A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

DRUG-RELATED CRIMINAL ACTIVITY: The illegal manufacture, sale, distribution, possession or use of a drug; or the possession of a drug with intent to manufacture, sell, transport, distribute or use the drug. One drug-related DUI/DWI offense within the last three (3) years is a violation of the HACR Policy on Prohibited Criminal Activity.

ELDERLY FAMILY: A family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with

one or more live-in-aides.

EVIDENCE OF CITIZENSHIP: Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status. Citizenship is verified via an original Certified Abstract of Birth within the U.S. or its Territories, or an original Social Security Card in the absence of an original Certified Abstract of Birth or Certificate of Naturalization. Copies do not demonstrate Evidence of Citizenship.

EXCESS MEDICAL EXPENSES: Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

EXTREME ELDERLY FAMILY: A family where the Head of Household, spouse or co-head who is 75 years of age or older.

EXTREMELY LOW INCOME: A family whose annual incomes do not exceed the higher of either the federal poverty level or 30 percent of the area median income (AMI).

FAIR MARKET RENT (FMR): The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing 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 annually in the *Federal Register* in accordance with HUD regulations.

FAMILY: The applicant must qualify as a family as defined in Chapter 2 of this Administrative Plan. Family is used interchangeably with “Applicant” or “Participant” and can refer to a group of persons or a single person family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM): The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY UNIFICATION PROGRAM (FUP): A HUD-specified funded program (CFR 982.204 (e)) for families for whom lack of adequate housing is a primary factor in the separation, or threat of imminent separation, of children from their families or in the prevention of reunifying the children with their families. All families must be referred by the local Public Child Welfare Agency and be selected from the waiting list in order of registration date.

FIXED INCOME includes income from:

- Social Security (SS), Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI); or
- Federal, State, local, and private pensions plans; or
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year.

FOSTER CARE YOUTH (for purposes of the HUD-funded FUP allocation): A youth at least

18 years old and not more than 24 years old (have not reached their 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless who left foster care at age 16 or older and who lacks adequate housing. By statute, housing assistance is limited to 36 months except for Foster Care Youth who sign a FSS Contract of Participation (Form HUD-52650), as part of the FUP FSS Demonstration, prior to the expiration of the 36 month time limit in which case will maintain their housing assistance for a period not exceeding the length of the FSS Contract of Participation. In most cases, this limit will be no more than 5 years; however, if the FSS Contract of Participation is extended (in accordance with 24 CFR 984.303(d) the FUP Youth voucher can be extended (no more than 2 years beyond the initial 5 year expiration date) for the entire length of the FSS Contract of Participation.

FOSTER CHILD: Child whose care, comfort, education, and upbringing has been left to persons other than his natural parents. All foster care income is excluded.

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 carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

FUNDING INCREMENT: Each commitment of budget authority by HUD to an HA under the consolidated annual contributions contract for the HA program.

GANG-RELATED CRIMINAL ACTIVITY: The illegal participation in a gang, including but not limited to, criminal charges outlined under Penal Code 186.22 PC "California Street Terrorism Enforcement and Prevention Act" or more commonly referred to as the California's street gang enhancement law, consisting of the following:

1. **Penal Code 186.22(a) PC, the crime of participation in a gang**

This part of the law makes it a crime to participate in a street gang and assist in any felony criminal conduct by the gang's members.

2. **Penal Code 186.22(b) PC, the gang sentencing enhancement.**

This part of the law provides that anyone who commits a felony for the benefit of a gang will receive a mandatory prison sentence . . . *in addition and consecutive to* the penalty s/he receives for the underlying felony.

Depending on the circumstances of the offense, Penal Code 186.22(b) PC could mean an additional two (2) to fifteen (15) years, or even twenty-five (25)-years-to-life, in prison...even if you're not a gang member, and even if you aren't the individual who was most directly responsible for committing the underlying felony.

GROSS RENT: The sum of the Contract Rent plus the current utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent. The Gross Rent will be used as the payment standard when it is less than the authorized payment standard.

GUEST/VISITOR: A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to do so consent on behalf of the tenant. Any person not included on the Form HUD 50058 (except minors as noted below) who has been in the unit more than 14 consecutive days, or a total of 30 cumulative days in a 12-month period (unless the lease is more restrictive), will be considered to be living in the unit as an unauthorized household member (See Section 6.2.7).

Minors or full time students 18 or older who live away from the home and who visit up to 182 cumulative days per year will be considered eligible visitors (subject to the lease agreement), not family members, and will not be counted in determining the subsidy standard and deductions for the family. Eligible visitors must be reported to and approved by the HA prior to visiting the home.

HA: A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as "HA" or "Housing Authority" throughout this document.

HANDICAP ASSISTANCE: Anticipated costs for care aides and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON: [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such nature that such ability could be improved by more suitable housing conditions.

HAP CONTRACT: (See Housing Assistance Payments Contract.)

HARD TO HOUSE: Families with three or more minor children are considered a hard to house family. Families that have a disabled person are considered as a hard to house family. Special assistance will be given to these families in finding a rental unit other than their pre-program unit.

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 head.

HOMELESS: Any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and 2) has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

HOUSEHOLD: All persons living in the assisted home who have been authorized by the HA. Any person living in the household without permission of the HA is considered an unauthorized occupant.

HOUSING AGENCY: A state, county, municipality or other governmental entity or public body authorized to administer the program. The term “HA” includes an Indian housing authority (IHA). (HA and PHA 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 an HA. The total assistance payment consists of:

1. A payment to the owner for rent to owner under the family’s lease
2. 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 (HAP) CONTRACT: A written contract between the HA and an owner in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN: (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS): The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD: The U.S. Department of Housing and Urban Development.

HUD REQUIREMENTS: HUD requirements for the Housing Choice Voucher programs. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): U.S. Immigration and Customs Enforcement (ICE) is an American federal law enforcement agency under the United States Department of Homeland Security (DHS).

IMPUTED ASSET: Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.

IMPUTED ASSET INCOME: HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000. [pursuant to PIH 2012-29 NOTE: HACR is using the current national rates established by the Federal Deposit Insurance Corporation (FDIC)]

IMPUTED WELFARE INCOME: The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not

sanctioned for fraud, or failure to participate in an economic self sufficiency program, or comply with a work activities requirement.

INCOME: Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

INCOME FOR ELIGIBILITY: Annual Gross Income.

INDIAN: Any person recognized as an Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

INDIAN HOUSING AUTHORITY (IHA): A housing agency established either:

1. By exercise of the power of self-government of an Indian Tribe, independent of state law, or
2. By operation of state law providing specifically for housing authorities for Indians

INTEREST REDUCTION SUBSIDIES: The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

LANDLORD: This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner. "Landlord" and "Owner" are used interchangeably. See definition of Owner.

LEASE: A written agreement between an owner and an eligible family for the leasing of a housing unit. The Housing Choice Voucher Program has an Addendum to the Lease that has mandatory language that must be incorporated into any lease the HA uses.

LEGAL GUARDIAN: A guardian appointed by the court to represent the interests of infants, the unborn, or incompetent persons in legal actions. Guardians are adults who are legally responsible for protecting the well-being and interests of their ward, who is usually a minor.

LIVE-IN AIDE: A person 18 years or older who resides with an elderly person or disabled person and who:

1. Is determined to be essential to the care and well being of the person
2. Is not obligated for the support of the person
3. Would not be living in the unit except to provide necessary supportive services
4. Is recommended by a medical professional
5. Is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family
6. See PIH Notices 2008-20 (HA), 2009-22, and 2010-51 (HA for live-in Aide provisions).

LOCAL PREFERENCE: A preference used by the HA to select among applicant families.

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. 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.

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 a 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 that rent approved by HUD and is the Contract Rent for Housing Choice Voucher Program. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSE: 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.

MINOR: A member of the family household (excluding foster children) other than the family head or spouse/co-head who is under 18 years of age.

MIXED FAMILY: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

MONTHLY ADJUSTED INCOME: 1/12 of the annual income less allowable HUD deductions in accordance with Part 5.

MONTHLY INCOME: 1/12 of the annual gross 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: A person whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

NET FAMILY ASSETS: 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.

NON-CITIZEN: A person who is neither a citizen nor national of the United States.

NUCLEUS FAMILY: All family members at the time of initial voucher issuance (Intake) plus any members added by marriage, birth, adoption, or court awarded custody.

OCCUPANCY STANDARDS: [Also referred to as Subsidy Standards] Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

OTHER CRIMINAL ACTIVITY: Two or more criminal convictions within the last two (2) years that do not fall under the HACR definition of Drug-related, or violent-related or gang-

related or alcohol related criminal activity or housing/welfare fraud. This definition of other criminal activity does not apply to current participants with offenses prior to 7/1/2016. VASH program participants are excluded. Minor traffic offenses are excluded.

OTHER PERSON UNDER THE TENANT'S CONTROL: A person, although not staying as a guest in the unit, who is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

OVER-HOUSED (UNIT TOO LARGE FOR SIZE OF FAMILY):

If a participant has a decrease in the family size, the family has the option to be issued a new Voucher or remain in the unit they are currently renting. If the family chooses to remain in the unit, the subsidy standard will be lowered at the next annual re-examination. If the family chooses to move, the Voucher will be issued with the correct subsidy standard. The amount the family pays for rent must be affordable and the tenant portion of rent and the current utility allowance cannot exceed 40% of their adjusted income at the time of lease up. The approved rent will be based on the payment standard for the number of bedrooms the family is eligible for, or the actual number of bedrooms in the unit, whichever is less. In cases where the gross rent is less than the payment standard, it will be used as the payment standard.

OWNER: Any persons or entity having the legal right to lease or sublease housing.

PARTICIPANT: A family that has been admitted to the HA's Housing Choice Voucher Program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

PAYMENT STANDARD: The amount used to calculate the housing assistance a family will receive in the HA's Housing Voucher Program.

PCWA: PUBLIC CHILD WELFARE AGENCY

PREFERENCE: See Local Preference.

PREMISES: The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

PROGRAM INTEGRITY MONITORING (PIM): The prevention, detection and investigation of program abuse and fraud. It is driven by the mission of the organization and conducted in a manner respectful of the public, program participants, employees and owners.

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): A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term PHA includes an Indian

Housing Authority (IHA). (HA and PHA mean the same thing.) In this Administrative Plan for the Housing Choice Voucher Program, the Housing Authority of the County of Riverside is a PHA.

RANKING PREFERENCE: A preference used by the HA to select among applicant families that qualify for a preference.

REASONABLE ACCOMMODATION: In order to grant equal access and/or an equal opportunity to participate in the HCVP, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures which do not reduce or waive the essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis.

REMAINING MEMBER OF TENANT FAMILY: The remaining family member is a member of the family who remains in the assisted unit after the death of the Head of Household, or removal of the Head of Household to an assisted living environment, or government facility. To be considered the remaining member of the tenant family, the person(s) must have been previously approved as part of the family by the HA and be currently living in the unit, and at least one remaining member must be a United States Citizen or an eligible immigrant.

RENT TO OWNER: The total amount of rent payable to the owner by the family and the HA per month for an assisted unit. Side payments are prohibited.

RESIDENCY PREFERENCE: Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside or b) work (head/ spouse/co-head or sole member of the household is employed) or have been notified that they are hired to work in the County of Riverside. This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

RESPONSIBLE ENTITY: The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

SECRETARY: The Secretary of Housing and Urban Development

SECURITY DEPOSIT: A dollar amount that can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SHARED HOUSING:

As a reasonable accommodation for a person with disabilities, an assisted family shares a unit with the other resident or residents of the unit (See 982.615). The owner of the assisted unit may not live in the unit if they are a relative.

SINGLE PERSON: A person living alone or intending to live alone.

SPECIAL RENTAL ASSISTANCE PROGRAM (for purposes of Level 1 preference):

Active participants that have utilized one of the below rental assistance programs for a minimum of six (6) months and no longer require supportive services. Households are eligible to transition to a regular Housing Choice Voucher provided they meet all other eligibility requirements. Verification from the supportive services provider stating that supportive services are no longer needed is required. Eligible programs are:

- Housing Options Program (HOP),
- Shelter Plus Care Program (S+C),
- Veterans Affairs Supportive Housing (VASH)
- Tenant Based Rental Assistance (TBRA)
- Rental Assistance established under a Memorandum of Understanding between the HA and other entities.

SPORADIC INCOME: Income that is not regularly received by the household but is received no more than six times in a year.

SPOUSE: The husband or wife of the head of the household. 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 does not cover boyfriends, girlfriends, significant others, or “co-heads”.

STALKING: Stalking means (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, 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 (i) that person; (ii) a member of the immediate family of the person; or (iii) the spouse/co-head or intimate partner of that person. As used above, immediately family is defined to mean “with respect to a person (A) a spouse/co-head, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or (B) any other person living in the household of that person and related to that person by blood or marriage.”

SUBSIDIZED PROJECT: A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) that receives the benefit of subsidy in the form of:

1. Below-market interest is pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development act unless the project is owned by a Public Housing Agency;
6. A Public Housing Project.

SUBSIDY STANDARDS: Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

SUPPORTIVE HOUSING: Supportive housing means that the project makes supportive services available for all of the assisted families in the project and provides a range of services tailored to the needs of the residents occupying such housing. Such services may include (but are not limited to): (A) meal service adequate to meet nutritional need, (B) housekeeping aid, (C) personal assistance, (D) transportation services; (E) health-related services; (F) educational and employment services; or (G) other services designed to help the recipient live in the community as independently as possible.

TENANT: Tenant is used to refer to participants in terms of their relation to landlords as lessee.

TENANT RENT (Also called Net Family Contribution): The amount payable monthly by the family as rent to the owner (including a HA in other programs). Where all utilities (except telephone and cable) and other essential housing services are supplied by the owner, tenant rent equals total tenant payment. Where some of all utilities (except telephone and cable) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, tenant rent equals total tenant payment less the utility allowance in the Certificate program. In the Voucher program, tenant rent is rent to owner less HAP.

TOTAL TENANT PAYMENT (TTP): The amount the HUD rent formula requires the tenant to pay toward rent and utilities.

TRANSITIONAL HOUSING: A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing. Transitional Housing does not meet the shelter preference.

UNDER-HOUSED (UNIT TOO SMALL FOR SIZE OF FAMILY):

If a unit does not meet HQS and/or UPCS-V space standards due to an increase in family size by birth, adoption, court awarded custody or marriage, the HA will issue a new Voucher.

UNIFORM PHYSICAL CONDITION STANDARDS FOR VOUCHERS (

UPCS-V): The Uniform Physical Condition Standards for Vouchers (UPCS-V) vouchers is a Demonstration Program, implementing an improved inspection standard for HUD's Housing Choice Voucher (HCV) units. UPCS-V aims to enhance the accuracy, consistency, and objectivity of the inspection process, and provide more information about the condition of individual housing units. Through this initiative, HUD aims to clarify and streamline inspection processes for PHAs and inspectors, while increasing owners and tenants access to detailed information about their homes. UPCS-V is a Demonstration Program developed to align with the Uniform Physical Condition Standards (UPCS) units.

UNIT: Residential space for the private use of a family.

USCIS: United States Citizenship and Immigration Services

UTILITIES: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage service. Telephone and cable service are not included as utilities.

UTILITY ALLOWANCE: If the cost of utilities (except telephone and cable) including range and refrigerator, and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a HA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT (URP): 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.

VAWA: Violence Against Women's Act

VERY LOW INCOME FAMILY: A lower-income family whose annual income does not exceed 50 percent 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 percent 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 used for admission to the Housing Choice Voucher program.

VETERAN (Qualified): A person who has a DD-214 or equivalent showing the branch of service, length of service and characterization of service in accordance to either the United States Code, Title 38 (38 U.S.C.) or the California Military and Veterans Code Section 980
<https://law.justia.com/codes/california/2005/mvc/980-980.5.html>

For a widow/widower of a Veteran to be qualified for the Veterans preference, the registrant must supply the birth certificates, marriage certificate and death certificate and must not have been divorced.

VETERAN FAMILY: Veteran family means a veteran who is a single person or a family in which the head of household, or the spouse of the head of household, is a veteran.

VIOLENT CRIMINAL ACTIVITY: Any criminal activity that has as one of its elements the use, or attempted use, or threatened use of physical force against another person or property regardless of where the incident occurred.

VOUCHER: A document issued by the HA to a family selected for admission to the voucher program. This document describes the program and the procedures for HA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

VOUCHER HOLDER: A family holding a Voucher with unexpired search time.

WAITING LIST: A list of families organized according to HUD regulations and HA policy that are waiting for subsidy to become available.

WELFARE ASSISTANCE: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

WORKING FAMILY: A family in which the Head and/or Spouse/Co-head is either:

- Employed and working on a part-time or full-time basis (verification via consecutive pay stubs for the last 30 days is required); or
- Receiving Unemployment, Retirement/Pension or State Disability or Worker's Compensation benefits.

APPENDIX B: CODE OF CONDUCT

The Housing Authority of the County of Riverside strives to conduct business in accordance with core values and ethical standards. Professional conduct, ethical practices and adherence to all laws, regulations, and government codes are expected by all employees at all times. To ensure compliance with these standards, the following policies have been established:

PROHIBITED ACTIVITIES:

1. Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties, functions, or responsibilities in a position with the Housing Authority. Employees shall not perform any work, service or counsel for compensation outside of the agency where any part of his/her efforts will be subject to approval by any other officer, employee, board, or commission of this Housing Authority.
2. Prohibited activities shall include but not be limited to:
 - a. Acceptance of money or other consideration from anyone other than the Housing Authority for the performance of duties required or expected of him/her in the regular course of Housing Authority employment.
 - b. Performance of an act in other than his/her capacity as an officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Housing Authority.
 - c. Any act wherein time demands would render performance of his or her duties as an officer or employee less efficient and productive.
 - d. Embezzlement and falsification of accounts as defined in the California Penal Code.

CONFLICT OF INTEREST POLICY

1. To avoid potential conflicts of interest, or the appearance of such, it is the policy of this Housing Authority that:
 - A. No employee shall enter into any agreement, written or unwritten, without prior approval from the Executive Director or his designee, that involves any direct payment or other form of compensation as a result of any program administered by this Housing Authority, either directly or indirectly, through agreements with other parties.
 - B. No employee, officer, or agent of the Housing Authority shall participate directly or indirectly in the selection, award or administration of any contract if a conflict, real or perceived, would be involved. Such conflict would arise when a financial or other interest in the execution of a contract or in Housing Authority program participation is held by:
 - (1) An employee, officer, or agent involved in making the award;
 - (2) The relative of such a person (including, but not limited to, spouse or domestic partner or significant other, father, mother, son, daughter, brother,

sister, uncle, aunt, first cousin, father-in-law, mother in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);

- (3) The business partner of such a person; or someone with an interest in,
- (4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

THE CONSEQUENCES OF RULE VIOLATIONS:

Any violation of prohibited activities shall be handled as for the acts set out under Section 2.I. (3) of the Agency's personnel policies on Discipline, Dismissal, and Review.

APPENDIX C: POLICY ON PROHIBITED CRIMINAL ACTIVITY

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE'S POLICY ON PROHIBITED CRIMINAL ACTIVITY

July 1, 2019

BACKGROUND

The mission of the Housing Authority is to transform and promote healthy, thriving communities, re-ignite hope and restore human dignity through the creation and preservation of high quality and innovative housing and community development programs which enhance the quality of life and revitalize neighborhoods to foster self-sufficiency.

PURPOSE

To establish a Housing Authority (HA) policy to prohibit housing fraud and/or welfare fraud, violent-related, gang-related, alcohol-related and drug-related criminal activity (including medical/recreational marijuana) or any other criminal activity.

POLICY

It is the policy of the Housing Authority of the County of Riverside that prohibited criminal activity will not be tolerated. The Housing Authority will foster crime-free housing by implementing aggressive strategies to deny and/or terminate assistance for households that violate conditions set forth in this policy.

Criminal activity as listed in this policy, misdemeanor and/or felony, will hereinafter be called 'prohibited criminal activity'. Prohibited criminal activity includes, but is not limited to, the following: housing fraud and/or welfare fraud, violent-related, gang-related, alcohol-related, drug-related criminal activity (including medical/recreational marijuana), or other criminal activity. Marijuana possession, distribution, and use, regardless of purpose, remains illegal under Federal Law [Controlled Substances Act (United States Code Title 21)].

"Minor traffic offenses" may include offenses such as parking violations, registration violations or failure to provide proof of insurance. Traffic offenses that include illegal use of controlled substances or alcohol related violations of traffic laws are not considered minor. Two or more alcohol related criminal actions within the last two (2) year period constitute an abuse of alcohol (excluding alcohol-related DUI/DWI, or equivalent, criminal charges). Alcohol-related Driving Under the Influence (DUI) and Driving While Intoxicated (DWI), or equivalent, criminal charges do not require more than one offense to be considered abuse of alcohol; one alcohol-related DUI/DWI, or equivalent, offense is a violation of the HACR Policy on Prohibited Criminal Activity.

All persons applying for or receiving rental assistance, regardless of age, will be held to the same standard. Exceptions to this policy may be granted to VASH Program applicants and participants and special needs programs which includes programs that serve homeless individuals/families, the Family Unification Program (FUP) which serves families with an active case with Child Protective Services that are working through the reunification process and HIV/AIDS serving programs. On a case by case basis, exceptions may be granted to minors who have committed

acts in violation of this policy, but has or is enrolled in a court or probation mandated program and is in satisfactory compliance with this program.

Participant households must report, in writing, all criminal activity for any household member within 10 calendar days of its occurrence.

The PHA may deny or terminate assistance for criminal activity by a household member as authorized in this Policy on Prohibited Criminal Activity if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity [24 CFR 982.553 (c)]. Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probably than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence. Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

Persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing will be permanently denied admission [24 CFR 982.553(a)(1)(ii)(C)] to or terminated from any federally assisted housing program [24 CFR 982.553(b)(1)(ii)]. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations [24 CFR 982.553(a)(2)(i)]. Exceptions in this policy do not apply to registered sex offenders or any person who was convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing, or housing fraud.

1. The Housing Authority will deny or terminate assistance to any household containing a member that has one or more occurrences of criminal activity unless that member can demonstrate the following:
 - a. No occurrence of prohibited criminal activity (other than minor traffic offenses) within the last three (3) years, **and**
 - b. Applicant/participant must not have been incarcerated (in custody or doing any jail time) during the last three (3) years for any action related to any prohibited criminal activity; **and**
 - c. Applicant/participant would not threaten the health, safety, or right to peaceful enjoyment of others such as crimes of physical violence to persons or property and other criminal acts which would not be a detriment to the health, safety, or welfare of others including HA staff.); **and**
 - d. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;

- e. For violent-related, drug-related and alcohol-related criminal activity, the HA may consider enrollment in a supervised anger management/parenting course, drug diversion/substance abuse or alcohol rehabilitation program. At PHA discretion, first offenders may be only granted a once in a lifetime exception to the Policy on Prohibited Criminal Activity due to participation in supervised anger management/parenting course, drug diversion/substance abuse or alcohol rehabilitation program. Approval is not automatic. Repeat or habitual offenders will not be granted an exception to the Policy on Prohibited-Criminal Activity and rental assistance will be denied and/or terminated. The applicant/participant cannot elect to join an anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program in lieu of denial/termination of assistance after the HA has discovered prohibited criminal activity.

For consideration of one (1) lifetime exception to the Policy on Prohibited Criminal Activity, the following conditions must exist:

- i. The applicant/participant must be a first time participant in a supervised anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program, **and**
- ii. The applicant/participant must have enrolled in and compliant with a supervised anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program prior to the date of the HA's discovery of the prohibited criminal activity, **and**
- iii. Completion of the treatment program must be achieved within the allowed time by the court/treatment program, **and**
- iv. Evidence of completion must be provided to the HA within 10 calendar days from the date of completion of the program.

If an exception to the Policy on Prohibited Criminal Activity is granted by the PHA, the PHA will monitor compliance for determination of continued rental assistance eligibility. If applicant/tenant fails to comply, the HA will proceed with termination.

2. If the household member participates in and is in compliance with a supervised anger management/parenting courses, drug diversion/substance abuse or alcohol rehabilitation program then it is the family responsibility to adhere to treatment program requirements and furnish to the PHA proof that the required program was completed. The applicant/participant must have enrolled in the treatment program prior to the date of the HA's discovery of the criminal activity. Failure to comply with anger management/parenting courses, drug diversion/substance abuse and/or supervised alcohol rehabilitation program will result in denial or termination. Supervised anger management/parenting courses, drug diversion/substance abuse or an alcohol rehabilitation program will be granted once in a lifetime.
3. The Violence Against Women Act of 1994 (VAWA), as amended (42 U.S.C 13925 and 42 U.S.C 14043e et seq.) prohibits the eviction of, and removal of assistance from, victims living in Federally assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking.

Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking, provided that the victim member demonstrates the following:

- a. The perpetrator of the domestic violence no longer resides in the assisted unit.
- b. Applicant/tenant requesting exception based on 3 above shall complete HUD form 50066 within 14 business days after the HA has requested such certification in writing.
- c. If the applicant/tenant does not provide the certification within 14 business days after the HA has requested such certification in writing, assistance may be denied/terminated.

Please note, pursuant to 24 CFR 5.2005 VAWA Protections nothing in 24 CFR 5.2005 may be construed to limit the authority of a PHA, owner, or management agent to evict or terminate assistance to any tenant or lawful occupant if the PHA, owner, or management agent can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the public housing or Section 8 assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an "actual imminent threat" if they meet the standards provided in paragraph (e) of 24 CFR 5.2005.

4. Alerting all rental assistance program participants and tenants residing in Housing Authority (HA) owned housing or housing owned by an HA affiliate (i.e. RCHC) about their obligation to keep rental units free from prohibited criminal activity.
5. Incorporating the HUD required Tenancy Addendum which includes grounds for termination of tenancy due to criminal activity into all rental leases used by the Housing Authority and requiring the use of said Tenancy Addendum for all private rental property owners in the county.
6. Conducting workshops for rental property owners and managers to stress the importance of screening potential tenants, inspecting the premises of rental property, and taking action against tenants engaged in criminal activity, fraud, or side payments.
7. Seeking a collaborative relationship with all law enforcement agencies within the County of Riverside and the Office of Inspector General to assist in the enforcement of Policy on Prohibited Criminal Activity.
8. Screening all housing program applicants and participants including but not limited to the Riverside Superior Court online system, Consolidated Courts of the County of San Bernardino online system, Consolidated Courts of the County of Los Angeles online system, Online Information Service (or similar service), any and all available Sex Offender registries, and any other available sources (i.e. police reports, court records, information that is independently verifiable, law enforcement investigations and arrest warrants) to disclose any criminal background information.

Exemption to the Housing Authority's Prohibited Criminal Activity policy:

The Housing Authority is adopting the "Housing First-Supportive Housing" model as a best practice approach to address chronic homelessness and special needs populations. Affordable housing developments awarded Project Based Vouchers and targeting chronically homeless individuals or individuals referred by County Behavioral Health can apply for an exemption to the Housing Authority's Prohibited Criminal Activity policy. Developments seeking an exemption to the Housing Authority's Prohibited Criminal Activity policy described in this section will have to follow and be aligned with federal guidelines on the use of Housing First as referenced in the HUD Housing First Assessment Tool. All supportive Housing First programs will follow and be aligned with state guidelines on Housing First, including core components outlined in the No Place Like Home program guidelines. A comprehensive plan of the wrap around supportive services proposed at the specific development will have to be approved by the Housing Authority and the owner must agree to provide dedicated case workers at a ratio of 20/1 to qualify.

APPENDIX D: REASONABLE STEPS TO AFFIRMATIVELY FURTHER FAIR HOUSING

The Housing Authority of the County of Riverside (HACR) in the administration of all programs strives to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act by taking steps to:

- Overcome the effects of impediments to fair housing choice;
- Remedy discrimination in housing; and
- Promote fair housing rights and fair housing choice.

Specific steps include:

1. Marketing HACR programs to all eligible persons, including persons with disabilities and persons with limited English proficiency and FUP Youth (during the agency's participation in the FUP FSS Demonstration) who are at least 18 years old and not more than 24 years old (has not reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older who does not have adequate housing.

All HACR programs will be marketed to all eligible persons, including persons with disabilities persons with limited English proficiency and FUP Youth (during the agency's participation in the FUP FSS Demonstration) who are at least 18 years old and not more than 24 years old (has not reached 25th birthday) who left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older who does not have adequate housing. This marketing and outreach will include newspaper notices including publications in minority newspapers, outreach to community groups that serve persons with disabilities, persons with limited English proficiency and FUP Youth, postings on the HACR website (www.harivco.org), and lobby signs posted in our office locations.

Persons with disabilities will be assisted with the application process if requested as a reasonable accommodation. Translation services are available to persons with limited English proficiency at no cost to the participant. HACR also employs several bi-lingual staff members who regularly provide assistance to Spanish speaking applicants/participants.

For the FUP FSS Demonstration, we will engage in outreach and engagement efforts in order to market the availability of the program by sharing the information throughout Riverside County. Efforts will include (but are not limited to) inclusion on our website, applicant briefings, employee presentations, program informational brochure/flyer, distribution of information to foster care agencies and community partners as well as conducting emergency assessment of any foster care youth that we may be made aware of in any other manner.

2. Utilizing buildings and communications that facilitate service delivery to persons with disabilities.

Application intake, office appointments, voucher/contract issuance, and informal hearings are all conducted in accessible office spaces. HACR also provides home visits for appointments upon request as a reasonable accommodation. Sign language and Braille services are also available if necessary to service hearing and visually impaired persons.

3. Supporting and expanding housing choice through landlord outreach, participant education, and security deposit assistance

HACR conducts workshops for prospective and exiting landlords to educate them on the Housing Choice Voucher Program and HUD guidelines. Participants receive information on housing choice and housing opportunities at all briefing sessions. Additionally, HACR administers a security deposit assistance program for new participants to support housing choice efforts.

4. Referrals to fair housing agencies

Referrals to fair housing agencies are available upon request. Additionally, staff will advise participants to seek fair housing services if a situation arises that warrants such as referral (i.e. landlord/tenant issue, questions regarding tenant rights, renters rights in foreclosure).

5. Informing participants on how to file a fair housing complaint.

The HUD fair housing form is provided to applicants/participants in the applicant briefing packet and upon request. Fair housing notices are posted in all office locations. Applicants/participants are provided assistance in filling out the form and are referred to HUD for additional information and assistance. The toll-free number for the Housing Discrimination Hotline is posted in office lobbies and also provided in briefing packet materials.

6. Staff training

All HACR staff members are informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all participants, including providing reasonable accommodations to persons with disabilities, as part of the agency's overall commitment to

quality customer service. Staff is regularly trained on local, state, and federal fair housing laws and issues.

7. The Family Self Sufficiency (FSS) program is an important program for promoting housing opportunities, housing choice, and housing mobility through self-sufficiency. As such, HACR will take additional steps to ensure that this program is administered in a manner that affirmatively furthers fair housing. This includes:

- Advertising widely in the community for the FSS Coordinator Position if a vacancy should occur.

Whenever a FSS coordinator position is available and advertised, HACR will advertise throughout the community allowing all interested parties an opportunity to apply. Notices are published in the local newspapers, posted on the County of Riverside website, and distributed among HACR employees. Consideration will be given to qualified applicants who have experience in fair housing issues, housing counseling, and/or are bi-lingual.

- Marketing the FSS program to all eligible persons, including persons with disabilities, persons with limited English proficiency and FUP Youth.

The FSS program will be marketed to all eligible persons, including persons with disabilities and persons with limited English proficiency. HACR markets the FSS program through periodic mailings to all Housing Choice Voucher (HCV) participants; announcements and program descriptions provided in briefing sessions and annual recertification packets; and lobby signs posted in our office locations. Translation services are available to persons with limited English proficiency at no cost to the participant. In addition, HACR employs several bi-lingual staff members who regularly provide assistance to Spanish speaking participants.

- Promoting fair housing in homeownership.

The FSS program has a goal of encouraging homeownership and housing mobility. To support this goal, HACR employs full-time FSS Coordinators that will provide referrals and/or resources to assist FSS participants with achieving home ownership. 8. Record Keeping

HACR will maintain a record of the following information for all participants: the race, ethnicity, familial status, and disability status of program participants; any reasonable accommodation requests and the disposition of each; and the employment status of all participants. Program information will be reviewed on an ongoing basis for program reporting and planning.



**ADMINISTRATIVE PLAN
FOR THE HOMEOWNERSHIP
PROGRAM**

**Housing Authority of the
County of Riverside**

Effective July 1, 2019

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GENERAL PROVISIONS

The Public Housing Reform Act of 1998 includes language that allows the United States Department of Housing and Urban Development (HUD) to assist Section 8 Housing Choice Voucher Program (HCVP) recipients to purchase a home. HUD published the Section 8 Homeownership Program Final Rule that implemented this option under Section 8(y) of the U.S. Housing Act of 1937 that authorized a public housing agency (PHA) to provide tenant-based assistance for an eligible family that purchases a home. The rule became effective on October 12, 2000. Title 24 Code of Federal Regulations (CFR) 982.625(c)(1)(i) enables the Housing Authority of the County of Riverside (HACR) to provide monthly homeownership assistance payments to eligible families.

The Housing Choice Voucher (HCV) Homeownership Program (HP) allows qualified participants the option to purchase a home and use the HCV Housing Assistance Payment (HAP) towards mortgage payments and other allowable housing costs.

The purpose of the Homeownership Program Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and participation in the program. The HACR is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

The HACR's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access the housing program. Persons requiring special accommodations due to a disability must notify the HACR, in writing, of their needs. The reasonable accommodation request will be verified via a Licensed Professional and then reviewed by the HACR. The HACR will provide written notification of either the approval or denial of the reasonable accommodation request. In matters where the HACR has discretion, waivers to existing policy shall be determined by the Executive Director or designee.

A. FAMILY ELIGIBILITY REQUIREMENTS

The HCV Homeownership Program (HP) of the Housing Authority of the County of Riverside (HACR) is available to qualified Housing Choice Voucher participants. Participation in the Homeownership Program is voluntary. Applicants must meet the following criteria to be considered for the HACR HP.

1. First-Time Homeowner

An eligible Section 8 HCVP family must be considered a first-time home buyer. A first-time home buyer means that no member of the household has had any interest or ownership in any residence during the three years before applying for homeownership assistance or at the commencement of participation in the homeownership program. The purchaser must sign a sworn application attesting that they have not owned a home or have been included on a home loan. In addition, the last three years tax returns will be reviewed to ascertain that no mortgage interest or real estate tax deductions have been claimed.

Single parents or displaced homemakers who owned a home while married or resided in a home owned by a spouse also qualify as first time homebuyers provided that three years have passed since homeownership ended.

2. Minimum Income Requirements

Calculation of income-eligibility for the purpose of admission to the HCV Homeownership Program will be conducted under the guidelines for HCV rental assistance as noted in this Administrative Plan.

The head of household, spouse and/or other adult member(s) of the household that will hold title to the home must have a combined annual gross income of not less than 50% of the Area Median Income (AMI) adjusted for the family size.

A family whose income does not meet the 50% AMI requirement, but does meet all other HP requirements, may request admission provided the family can demonstrate that the annual income is not less than the HUD minimum requirement established below:

- a. In the case of a disabled family, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or
- b. In the case of other families, the Federal minimum wage multiplied by 2,000.

In addition, a family that meets the applicable HUD minimum income requirement described above, but not the HACR minimum income limit of 50% AMI, shall be considered to satisfy the minimum income requirement only if:

- a. The family demonstrates that it has been pre-qualified or pre-approved for financing;
- b. The pre-qualified or pre-approved financing meets any HACR established requirements under 24 CFR 982.632 for financing the purchase of the home (including qualifications of lenders and terms of financing); and

- c. The pre-qualified or pre-approved financing amount is sufficient to purchase housing that meets Housing Quality Standards (HQS) in the HACR's jurisdiction.

Welfare assistance may not be included in the minimum gross annual income above, except for elderly or disabled families. Welfare assistance includes payments from Cal Works/TANF (Cash Aid for needy families), Supplementary Security Income (SSI) that is subject to an income eligibility test, food stamps, general assistance (GA); or other welfare assistance as specified by HUD.

3. Minimum Employment Requirements

One or more adult members of the household that will hold title to the home must be currently employed and working not less than an average of 30 hours per week and has been so continuously employed for one year prior to execution of the sales agreement.

Once escrow has closed, employment by the adult member of the household that holds title to the home must continue at least 30 hours per week. Should an event arise that the homeowner loses employment a 90 day grace period will be granted for them to regain fulltime employment.

Employment requirements do not apply to elderly or disabled families that otherwise qualify for the HP. A family with a member with disabilities may request an exemption from the work requirements if needed as a reasonable accommodation for the disabled family member. HACR and HUD minimum income requirements still apply.

The HACR's Executive Director and/or designee may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director and/or designee may also consider successive employment during the one-year period and self-employment in a business.

The family must still meet the overall minimum income requirements outlined in Section 2.

4. Minimum Down Payment Requirements

- a. The family must demonstrate the ability to provide a minimum of three percent (3%) down payment on the home.

- b. At least three percent (3%) of the down payment must come from the family's personal resources. 24 CFR 982.625(g)(1)

- c. Family Self-Sufficiency (FSS) participants may use FSS escrows towards this requirement. Families with an Individual Development Account (IDA) may also count these funds towards the minimum down payment.

5. Other Program Requirements

- a. The family must be under HCV rental assistance in Riverside County for the most recent 12 consecutive months prior to application for HCV Homeownership.

- b. The family must have completed an initial HCV lease term and completed the family's first annual recertification in the HCV Program. The family must terminate a current lease agreement in compliance with the lease when transitioning into homeownership.

- c. The family must verify that no family member has previously defaulted on a mortgage loan assisted under the HCV HP.
- d. All families will be required to complete a series of 15 workshops through Community Action IDA Program and provide verification of workshop completion. Working families will be required to complete the application process to gain entry into the IDA Program so they may earn a 2:1 match of savings. Workshops may include the following:
 - First Time Home Buyers Information
 - Lenders Language and Procedures
 - Home Safety: Fire and Earthquake
 - Selecting a Realtor and the Right Home
 - Basic Repair & Maintenance
 - Budgeting
 - Balancing Your Checkbook
 - Understanding Credit & Credit Cards
 - Credit Repair
 - Debt Management
 - Financial Planning
 - Borrowing Basics (basic concepts of loans)
- e. The head of household and any adult member that will hold title to the home must successfully complete a HUD approved 8 hour homeownership and housing counseling program. At a minimum, the counseling will cover the following:
 - Home Maintenance
 - Budgeting and money management
 - Credit Counseling
 - Financing
 - Locating a home
 - Fair housing, predatory lending
 - Truth in lending, RESPA
- f. Family members may not owe any debt to the HACR or other Housing Authority. Enterprise Income Verification (EIV) will be run to determine if the family has/had owed any debts to any Housing Authority. If it is found that the family owes money to any Housing Authority, they will be disqualified from utilizing this program.
- g. The family must maintain good tenant standing with its landlord and the HACR. The family must provide a letter from their landlord when entering this program. The letter must certify that the family has paid rent on time for the past 12 months, is current with rent and has kept the rental unit in good repair (ie: no damage beyond normal wear and tear).
- h. The designated Head of Household must actively participate in the Family Self-Sufficiency (FSS) program with homeownership as one of the established goals.
- i. The family must also:
 - Comply with HUD Family Obligations under the HCV Program. If the HACR has mailed out one or more pre-termination appointments within the past 3 years for either failing to provide and/or other program violations, the family will be disqualified from utilizing the homeownership program until such time that this requirement is met;
 - Adhere to the requirements of their lease agreement;
 - Not have outstanding debts to the landlord or to any utility company;
 - Report all household income;

- Pass the most recent Housing Quality Standards (HQS) inspection with no tenant-caused failure items.

6. Other Program Requirements After Admission

- Supply any information, certification, release or other documentation required by the HACR. For homeownership families, this specifically includes information about any mortgages and/or defaults, and sale or transfer of the home, and refinance.
- Comply with the HCV Administrative Plan, Administrative Plan for the Homeownership Program and Obligations of Participant set forth in 24 CFR 982.551. For purposes of interpreting 24 CFR 982.551 in connection with the HP, all references to the "owner" are replaced with "lender." Comply with any other requirements by the HACR, such as any requirements to attend and complete ongoing homeownership and housing counseling.

B. Eligible Units

HCV Homeownership assistance may be used to purchase units within the jurisdiction of the HACR that are under construction or already existing at the time the family is approved for homeownership. The family unit size will be determined using the same formula for the Housing Choice Voucher rental program.

1. Unit Types

- One unit property (single family residence).
- A single dwelling unit in a cooperative, condominium or planned use development.
- A manufactured home with a permanent foundation, if the family has the right to occupy the same site for a period of at least forty (40) years.
- The unit must be seller occupied or vacant for at least ninety (90) days; an exception is where the tenants are purchasing the unit in which they have been residing.
- The unit must pass HQS.

Depending on the unit size selected by the family, the HACR may approve the purchase of a unit up to one bedroom size larger than the authorized payment standard the family qualifies for and the unit must be deemed affordable (the family's portion cannot be higher than 50% of gross income).

2. HCV Housing Quality Standards

The unit must be inspected by the HACR and satisfy the Housing Quality Standards (HQS) for the HCV Program before HP assistance can begin. The HQS inspection will be completed prior to the independent inspection to prevent the family from the added expense of an inspection in the event the home has major damage or necessary repairs that the seller will not agree to repair and/or the buyer, made aware of the repairs, no longer wishes to purchase the home.

The HACR will conduct a HQS inspection once annually and reserves the right to inspect the unit more often if the subject property receives a public complaint after escrow closes or is visibly in disrepair. If the unit passes HQS inspection at the first visit by HACR staff (i.e. did not fail inspection at a prior visit that year) the unit may be inspected once every other year (biannually).

3. Independent Inspection

The unit must be inspected by a certified independent inspector designated and paid by the family, and pre-approved by the HACR. The inspector must be a member of the California Real Estate Inspectors Association, the American Society of Home Inspectors, or the International Conference of Building Officials. This inspection must cover, at a minimum, all major building systems and components including:

- Foundation and structure
- Housing interior and exterior
- Roofing
- Plumbing
- Electrical systems
- Heating systems

The HACR must receive and approve a copy of the inspection report before HP assistance will commence. The HACR may disapprove a unit for assistance under HP because of information obtained through the inspection report, even if the unit passes the HQS inspection. If the HACR or 3rd party (such as entity providing down payment assistance) calls out additional repairs, the buyer will be required to pay a re-inspection fee to the certified inspector who completed the original home inspection.

4. Other Requirements for Eligible Units

The seller of the home may not be on the HUD list of debarred and suspended contractors, or subject to a limited denial of participation under 24 CFR 24.1.

C. Homeownership Confirmation Letter

Once approved for participation in the HCV HP, the family will be issued a confirmation letter subject to the following requirements:

- The family must execute a statement in which the family agrees to comply with all family obligations under the Homeownership Option.
- The family will be given **90 calendar days** to locate a home to purchase. (“Selection Period”). Within two weeks prior to the end of the selection period, if the family has not yet selected a home, the family may submit a written request to the HACR for **one 30 day extension**. The extension request must include the reason for the extension and outline the family’s search efforts. The extension request will be reviewed and verified by the HACR and if an extension is granted, the family will receive a revised confirmation letter with the new Selection Period expiration date. Any extension granted is at the discretion of the HACR and the availability of funds to provide monthly mortgage assistance.

- After a home is chosen during the 90 day Selection Period, the family will be given **90 calendar days to open and close escrow**. The *opening* of escrow must occur no later than the last day of the Selection Period.
- It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance.
- The HACR may require families unable to locate a suitable unit during the Selection Period to wait for a period of one (1) year to re-apply for HP.
- The family must report its progress towards locating and purchasing a unit if requested by the HACR.

If the family is unable to locate an acceptable unit for purchase during the Selection Period, the HACR may, at its discretion, allow the family to remain leased up under the HCV rental voucher.

If the family submits a purchase contract to the HACR that is not approved due to reasons other than the family's lack of compliance, the family may request an extension using the process outlined above in this paragraph relating to the Selection Period.

D. Purchase Agreement

Prior to execution of the offer to purchase, or the purchase agreement, the financing terms must be provided by the family to the HACR for approval.

The purchase agreement must include the following:

- Specify the price and other terms of the sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a certified inspection of the unit by an independent certified inspector selected by the purchaser;
- State that the purchaser is not obligated to purchase the unit unless such inspections are satisfactory to both the HACR and purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs;
- Provide that the purchaser is not obligated to purchase if the mortgage financing terms, or any other terms, are not approved by the HACR; and
- Contain a seller certification from the HACR that the seller has not been debarred, suspended, or subject to a limited denial of participation in accordance with 24 CFR 24.1

E. Affordability

The purchase price of the home must be affordable to the family, as determined by the HACR and the lender. The price shall be considered affordable if the monthly homeownership expenses payable by the family do not exceed fifty percent (50%) of the family's total monthly gross income.

F. Financing

1. The family shall allow the HACR to review the terms of the mortgage secured to purchase the property before close of escrow. The HACR may disapprove proposed financing, refinancing or other debt, in its reasonable discretion, if the HACR determines that the debt

is unaffordable to the family or if the HACR determines that the lender or the loan terms do not meet HACR or HUD qualifications. The family must locate and qualify for a mortgage that satisfies the following minimum requirements:

- a. The mortgage must be determined to be affordable by the HACR. The HACR may take into account expenses such as interest, taxes and insurance when determining affordability. The family's portion of the monthly homeownership expenses may not exceed (50%) of the family's total monthly gross income.
- b. Short-term mortgages with large final "balloon payment" will not be allowed.
- c. Interest only mortgages will not be allowed.
- d. Only fully amortized, fixed rate mortgages will be allowed.
- e. The family may not obtain private first mortgage financing from a family member or any other private source.
- f. The mortgage must be provided, insured, or guaranteed by the state or federal government and comply with secondary mortgage market underwriting requirements.

2. Refinancing

In addition to the requirements stated above in Section F1. "Financing", the family shall also satisfy the following requirements in connection with a request for a refinance or home equity loan:

- a. The refinanced loan cannot exceed the original purchase price of the home.
- b. There must be a minimum of a 1% reduction in the interest rate.
- c. If you have additional loans on your home such as a second and/or a third, you are required to contact the lender to review the subordination guidelines. You must submit a written documentation from that lender that states what the subordination guidelines are to the HACR upon submission of the refinancing documents.
- d. You do have the option to pay the second and/or the third loan off in full upon refinancing. This must be specified in the refinance documents.
- e. Principal, interest, taxes and insurance (PITI) and mortgage insurance/private mortgage insurance (MI/PMI), if applicable on initial mortgage debt and any refinancing of such debt.
- f. Real estate taxes may not exceed 2%.
- g. A Home Equity loan may be considered by the HACR as long as the funds are used only for major home repairs. The amount of the home equity loan along with the first loan cannot exceed the original purchase price of the home. In addition the family's portion of both loans cannot exceed 50% of the family's total monthly gross income. The HACR must ensure that this will be a third loan and will not interfere with the first and/or second loan.

G. Calculation of Homeownership Assistance Payment

Calculation of income for the purpose of determining income eligibility for admission to the program and/or determining the family's total tenant payment will be conducted under the guidelines for the HCV rental assistance program, except as otherwise noted in this section.

1. Occupancy of Home

The HAP will only be paid while the family resides in the home. If the family moves out of the home, the HACR will discontinue payment of the HAP commencing with the month after the family moves out.

- a. Amount of monthly homeownership assistance payment. While the family is residing in the home, the HACR shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of the payment standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment.
- b. Initial Payment Standard. The initial payment standard for a family is the lower of the payment standard for the family unit size (Voucher size); or the payment standard for the size of the home.
- c. Payment Standard for subsequent reexaminations. Reexaminations (interims and annual reexaminations) will use a payment standard that is the greater of the payment standard as determined in accordance with the initial payment standard at the commencement of homeownership assistance; or the payment standard in effect at the time of the reexamination as determined using the requirements of Section G (1) (b) (Initial Payment Standard) . At no time will the HACR use a payment standard less than the initial payment standard at the close of escrow.
- d. The HACR will use the same payment standard schedule, payment standard amounts, and subsidy standards for the HP as for the rental voucher program.
- e. Exception rent areas. If the home is located in an exception payment standard area, the HACR must use the appropriate payment standard for the exception payment standard area.
- f. Affordability of housing costs. Total monthly homeownership expenses payable by the family, as defined in (G)(1)(g) below, must be less than (50%) of the family's total gross income.
- g. Homeownership expenses. The HACR will use the following expenses to determine the total homeownership expense for calculation of the HAP:
 - Principal, interest, taxes and insurance (PITI) and mortgage insurance/private mortgage insurance (Mi/PMI), if applicable on initial mortgage debt and any refinancing of such debt;
 - Real estate taxes may not exceed 2%; and
 - Utility allowance for the home as determined by the HACR.
- h. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, provided HACR has first determined that allowance of such costs as homeownership expenses are needed as a reasonable accommodation for the disabled family.

2. Cooperative and Condominiums

For cooperative members only (owners of condos) the following cooperative charges will also be used toward the homeownership expense:

- a. Charges included in the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home; and
- b. Cooperative or condominium operating charges or maintenance fees assessed by the

condominium or cooperative homeowner association.

3. HAP Payment

- a. The HACR will pay the HAP according to the terms established in the agreement the HACR and lender have entered into. If the assistance payment exceeds the amount due to the lender, the excess will be paid directly to the family.
- b. The HACR will provide the lender with notice of the amount of the HAP and amount of the family's portion of the total homeownership expenses prior to close of escrow.
- c. Procedure for termination of homeownership assistance.
 - The family shall be entitled to the same termination notice and informal hearing procedures set forth in the Administrative Plan for participants in the HCV rental assistance program.
- d. Automatic termination of HAP.
 - Homeownership assistance for a family terminates automatically 180 calendar days after the last HAP paid on behalf of the family. The HACR has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

4. Income Changes

a. Changes in income must be reported in writing within 10 days of the occurrence. Changes for income *decreases* will be processed if they are anticipated to continue for sixty (60) or more days and is a monthly decrease of \$100 or more. Changes for income *increases* will be processed if the increase of income is \$100 monthly or more. Once these changes have been verified, the HACR will process an interim to be applied, the first of the following month the change was reported *for decreases* and the first of the next month *for increases* (giving a 30 day notice of the increase).

H. Maximum Term of Homeownership Assistance

The time limits below apply to all family members having an ownership interest in the unit during the time that homeownership payments are made; and, the spouse of any member of the household who has an ownership interest in the unit during the time that homeownership payment are made. Except in the case of a family that qualifies as an elderly or disabled family, all families, including families that become elderly during the term of the homeownership assistance are subject to the following maximum terms:

- Initial mortgage term of twenty (20) years or longer. Pursuant to 24 CFR 982.634 (Homeownership option: Maximum Term of Homeownership assistance) the maximum term of homeownership assistance will be fifteen (15) years. In all other cases, the maximum term of homeownership assistance will be ten (10) years.

If, during the course of homeownership assistance, the family ceases to qualify as elderly or disabled, the maximum term as defined in 24 CFR 982.634(c) will become applicable from the date homeownership assistance commenced. The HACR will provide a family at least six (6) months of homeownership assistance after the maximum term becomes applicable provided the family is otherwise eligible to receive homeownership assistance in accordance with 24 CFR 982.634.

The initial maximum term limit applies if the family receives assistance for more than one home purchase, even if received from another housing authority.

In accordance with PIH 2012-3 (HA), (issued January 27, 2012) the value of the home will not be counted as an asset for the first 10 years after the purchase date of the home. After 10 years the value will be counted as an asset. The methodology the HACR will use is as follows: $\text{Equity} - \text{Expenses to Convert to Cash} = \text{Net Cash Value}$ or, incorporating the Equity formula from above; $\text{Market Value} - \text{Loan (Mortgage)} - \text{Expenses to Convert to Cash} = \text{Net Cash Value}$. If the Net Cash Value is a negative number, the HACR should not make an adjustment to new family assets for this asset.

I. Portability

The HACR will permit portability of the homeownership assistance (the HACR's portion) to another jurisdiction, provided the receiving jurisdiction operates a similar homeownership program for which the applicant qualifies and for which the receiving PHA is accepting new homeownership families.

1. Incoming Portable Families

- a. May purchase a unit within the jurisdiction of the HACR, provided the HACR is accepting new homeownership families at the time of the purchase.
- b. Must be under HCV rental assistance in Riverside County for the most recent 12 consecutive months prior to application for HCV Homeownership.
- c. Must meet the education, counseling, and all other HP requirements of the HACR.
- d. Must be certified by initiating Housing Authority that the family is in good standing with that Housing Authority and landlord.

The HACR must promptly notify the initial Housing Authority if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HACR.

2. Outgoing Portable Families

Outgoing portable families shall adhere to the following:

- a. Purchase a unit within the receiving jurisdiction, provided they operate a homeownership program and they are accepting new homeownership families at the time of the purchase.
- b. Shall meet the education, counseling, and all other HP requirements of the receiving Housing Authority.
- c. Shall be certified by the initiating HACR that the family is in good standing with the Housing Authority and landlord.

The HACR must notify the Housing Authority, if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the Housing Authority.

J. Move with Continued Tenant-Based Assistance

A family receiving HACR homeownership assistance may purchase and move to a new unit with continued voucher homeownership assistance as long as no family member owns any title or other interest in the prior home. A family receiving homeownership assistance may move to a new unit with continued voucher homeownership assistance no more than once every five (5) years and the total of such assistance terms is subject to the maximum term described in this Section J. .

1.Purchase of a new unit

A family receiving homeownership assistance may purchase and move to a new unit with continued assistance, provided that the family fulfills all requirements of the HP at the time of the purchase of the new unit. The following applies to a family purchasing a new unit under the HP:

- a. The family will not be eligible to move with continued assistance for a period of five (5) years after the initial purchase.
- b. The HACR may, at its discretion, require the family to complete a new housing counseling program or receive additional counseling prior to close of escrow.
- c. The requirement that the family must be a first time homebuyer is not applicable.
- d. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family under section K below.

2.Sale of Original HP Unit and Return to Tenant-Based Rental Assistance

The HACR may, at its discretion, allow a family to return to tenant-based rental assistance. The following applies to a family returning to tenant-based rental assistance:

- a. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family as defined under Section K of this plan.
- b. The HACR will not commence continued tenant-based assistance for occupancy of a rental unit so long as any family member owns any title or other interest in the home previously assisted through the HP. In addition, eighteen (18) months must have passed since the family's receipt of the down-payment assistance grant.

K. Denial or Termination of Assistance

The HACR shall deny or terminate homeownership assistance for the family in the event any of the following occurs:

- Failure to report all household income;
- Failure to comply with Housing Authority County of Riverside HCV Homeownership Program requirements;
- Failure to comply with any HUD Family Obligations;
- Failure to meet the Housing Authority of the County of Riverside's Policy on Prohibited Criminal Activity; or
- The family defaults on the mortgage(s).

L. Recapture

The HACR will not recapture any Homeownership Voucher payments unless there was an act of fraud or misrepresentation of material facts in order to obtain a benefit. The HCV HP recapture provision does not apply to any other program funds that may be used in the transaction.

M. Program Size and Waiver or Modification of Homeownership Policies

The Executive Director (ED) of the HACR, and/or designee, shall have the discretion to waive or modify any provision of the Homeownership Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives. The ED and/or designee may limit homeownership assistance to families pursuant to 24 CFR 982.626 (b).

For fiscal year 2019-2020, the HACR has established a homeownership assistance limit of no more than 7 families.

Attachment E - Resident Advisory Board Comments and Recommendations

Resident Advisory Board PHA Plan Comments

1. Suggestion: A resident on Polk St in Thermal (Project-Based Voucher unit) recommended that we build a pool for the children.
2. The other comment that was received from those that attended the Resident Advisory Board had to do with relocating from their current rental unit to be closer to their medical facilities.

PHA Resident Advisory Board (RAB) NARRATIVE

The PHA received RAB comments in writing and responded to each household individually.

1. Response: The suggestion was forwarded to the owner and managers of the Thermal property and we asked that the owner and managers follow up with their resident on their suggestion.
2. Response: The Senior Development Specialist explained the relocation process, including that mutual consent was needed from both the owner and the tenant in order to break the lease as client was still within their initial one year lease term.

**Certification by State or Local
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with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Heidi Marshall, the Managing Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the County of Riverside

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

County of Riverside

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The PHA Plan is consistent with the County's Consolidated Plan
as both agencies have similar goals to expand the supply of
affordable housing, ensure equal opportunity and affirmatively
further fair housing.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Heidi Marshall

Signature

Heidi Marshall

Title

Managing Director

Date

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, CHARLES P. MCCLENDON, the CITY MANAGER
Official's Name Official's Title

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the County of Riverside

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

City of Cathedral City

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

THE PHA PLAN IS CONSISTENT WITH THE CITY'S CONSOLIDATED PLAN.
THE PLAN'S OBJECTIVES TO PROVIDE "SUITABLE LIVING ENVIRONMENTS"
AND "FACILITIES" THROUGH ITS PROGRAMS AND SERVICES ARE ALSO IN
ALIGNMENT WITH THE OBJECTIVES AND GOALS OF THE ASSESSMENT OF FAIR HOUSING.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

CHARLES P. MCCLENDON

Signature

Charles P. McClendon

Title

CITY MANAGER

Date

2-19-19

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Darrell Talbert, the City Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

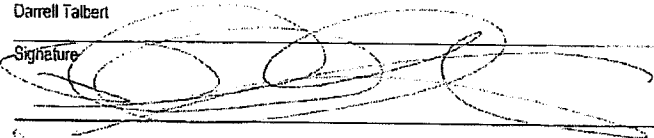
Housing Authority of the County of Riverside
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Corona
Local Jurisdiction Name
pursuant to 24 CFR Part 91.

The PHA Plan is consistent with the goals of the City of Corona 2015-19 Consolidated Plan and
Analysis of Impediments to Fair Housing Choice. The PHA plan advances the goals of providing
increased access to affordable housing throughout Riverside County.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Darrell Talbert	City Manager
	Date

**Certification by State or Local
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State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Allen J. Parker, the City Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the
Housing Authority of the County of Riverside

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Hemet

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

RECEIVED
FEB 21 2019
HOUSING AUTHORITY

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

The PHA Plan is consistent with the City of Hemet's Consolidated Plan as both agencies have similar goals
to expand the supply of affordable housing, ensure equal opportunity, and affirmatively further
Fair Housing.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will
prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Allen J. Parker

Signature



Title

City Manager

Date

2/13/2019

**Certification by State or Local
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State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Jesus Gomez, the Housing Programs Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the County of Riverside
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the City of Indio
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The City of Indio ("City") has no concerns regarding the proposed activities in the PHA Plan. The proposed activities would provide valuable services to residents in the City and would be complementary and supplemental to the activities/programs that are listed in the City's current Consolidated Plan and Analysis of Impediments (AI).

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Jesus Gomez
Signature

Title

Housing Programs Manager

Date

2/20/19

**Certification by State or Local
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with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Armando G. Villa, the City Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the County of Riverside

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Menifee

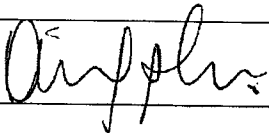
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

The PHA plan is consistent with the City's Consolidated Plan as both agencies have similar goals
to expand the supply of affordable housing, ensure equal opportunity, and affirmatively further
Fair Housing.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Armando G. Villa	City Manager
Signature	Date
	2-5-19

**Certification by State or Local
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State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Thomas M. DeSantis, the City Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the County of Riverside
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Moreno Valley
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

The PHA Plan is consistent with the City's Consolidated Plan and AI. The Consolidated Plan informs the City's residents that the PHA Plan guides the actions of the Housing Authority in addressing the needs of extremely low and very low income families and includes goals to increase the supply of affordable housing, promote self-sufficiency and asset development, ensure equal opportunity and affirmatively further fair housing, and achieve consistency with each jurisdiction's Consolidated Plan. The AI includes information from the PHA Plan and Administrative Plan and states that the City will work with the Housing Authority to encourage voucher holders to select rental housing in high opportunity neighborhoods.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Allen D. Brock

Signature

Aut Brock

Title

Assistant City Manager

Date

FEB 13 2019

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Lauri Aylaian, the City Manager/Executive Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the County of Riverside

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

City of Palm Desert

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The PHA is consistent with the City of Palm Desert's Consolidated Plan as both
agencies have similar goals to expand and preserve the supply of affordable
housing, ensure equal opportunity and affirmatively further fair housing.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

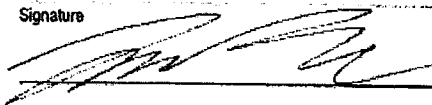
Name of Authorized Official

Lauri Aylaian

Title

City Manager/Executive Director

Signature



Date

8. Feb. 2011

**Certification by State or Local
Official of PHA Plans Consistency
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(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, David H. Ready, Esq. Ph.D., the City Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the County of Riverside (HACR)
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Palm Springs
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

The HACR's PHA Plan is consistent with the City of Palm Springs' Consolidated Plan and AI as both
agencies have similar goals to preserve the supply of affordable housing, ensure equal opportunity and
affirmatively further fair housing.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will
prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

David H. Ready, Esq. Ph.D.

Title

City Manager

Signature

Date



2/19/19

**Certification by State or Local
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(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Richard Belmudez, the City Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the Riverside County

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

City of Perris

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

**Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.**

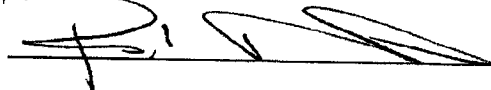
The PHA Plan of the Riverside County Housing Authority is consistent with the City of Perris' Consolidated
Plan. The goals and objectives of the PHA are in accordance with the City's plan.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Richard Belmudez

Signature



Title

City Manager

Date

March 5, 2019