

PROPOSED CHANGES

2018 Public Housing Authority Plan (ACOP and Administrative Plans)

The Public Housing Authority (PHA) must define any significant changes to its policies or plans. The PHA defines a “substantial deviation” and “significant amendment/modification” as any change in policy which significantly and substantially alters the Authority’s stated mission and the persons the Authority serves. The proposed changes below have not been deemed “significant”.

New language is indicated in red. Deleted language is shown in ~~strikeout~~.

There are 30 proposed changes to the 2018 PHA Plan which have been deemed “significant”. There are 14 chapters below with changes in the ACOP and 16 changes in the Administrative Plan.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

1. Chapter 2 – Eligibility, Page 8

Multiple Families in the Same Household

An applicant household who wishes to include a child(ren) must provide documentation proving they have custody of the child(ren). Documentation may include:

- A court ordered guardianship order;
- A notice from the County Welfare department verifying the child is in the home of the applicant;
- a letter from each school-aged child’s school verifying the address at which the child is registered and the person who is listed as the guardian;
- A notarized letter from the missing parent of the child stating the applicant has been granted custody of the child.

All mitigating circumstances will be considered

2. Chapter 4 – Resident Selection and Assignment Plan, Page 5

G. Removal from Wait List and Purging

If an applicant fails to respond within ~~fifteen~~ **forty-five (45)** days of the date of the ~~purge~~ letter, or electronically through the PHA applicant portal the applicant will be removed from the wait list. If the ~~purge~~ letter is returned to SHRA by the Post Office, the letter will be maintained in accordance with the SHRA document retention policy. If the applicant contacts SHRA within ~~thirty~~ **forty-five (45)** days from the purge deadline to report a change in address, they will be given the opportunity to update their address and be reinstated. If an applicant is removed from the wait list for failure to respond after the ~~thirty~~ **forty-five (45)** day grace period, **mitigating circumstances will be considered before**

determining they will not be reinstated. If the family provides proof that the return mail was due to an error of the PHA or the Postal Service, the family will be reinstated.

H. Wait List Preferences

If the applicant family or individual falsifies documents or knowingly makes false statements to qualify for any preference, they will be removed from the wait list.

3.Chapter 5 – Occupancy Guidelines, Page 1

Dwelling units will be assigned so that generally the PHA will assign one (1) bedroom to two (2) people within the following guidelines:

- ~~Adults (18 and over) who have a spousal relationship shall be allocated one bedroom~~
- Exception; infants under one years of age may be allowed to share a room with two other members of the household, **at the discretion of the family.**

The PHA assigns an additional bedroom under the following conditions:

- ~~Adults (18 and over) who are not in a spousal relationship shall be allocated separate bedrooms~~

Other consideration in determining the bedroom size:

- Foster children may be considered when determining unit size. Requests for the addition of foster children to the household must be approved by the PHA prior to the actual move-in of the proposed new member. **Approval will be based on current bedroom size, additional bedrooms will not be awarded.**
- ~~The living room will not be counted for use as a bedroom~~

4.Chapter 6 – Determination of Total Tenant Payment, Page 7

Tracking the Earned Income Exclusion

- Ending date of the maximum ~~forty eight (48) months~~ **twenty four (24) month, four (4) year** disallowance period ~~forty eight (48) months~~ from the date of the initial earned income disallowance

F. Averaging and Annualizing Income

The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

5. Chapter 8 – Transfer Policy, Page 2

Appropriate notice for transfers

Residents who have submitted transfer requests will be provided with a referral letter stating that a unit meeting their needs has become available for transfer, the resident will have 10 days to place a deposit, sign the appropriate paperwork, and move into the new unit. Mitigating

circumstances will be considered if more time is required to complete the transfer. All current residents will be required to sign a Transfer Addendum, and new residents will sign a Transfer addendum at move-in.

6.Chapter 8 – Transfer Policy, Page 5

Transfer Vacate Charges

Residents with approved transfers are allowed three days of overlap between the unit transferred from and the unit transferred to. ~~The resident is responsible for the prorated rent for each unit during the transition to the new unit.~~ **The resident will sign an agreement that will specify that the keys to former unit must be returned within 3 days or a 25.00 per day charge will be levied, for a maximum of 7 days. The resident will forfeit possession of unit and remaining personal property. On the 8th day, the PHA will consider the unit surrendered and any personal property or belongings remaining in the former unit will be disposed of by the PHA without notice.**

~~Keys to the vacated unit must be returned to the vacating management office not later than the third (3rd) day from the new lease date. If the resident fails to return keys by the end of the third (3rd) day the PHA may levy a per day storage fee of \$25.00 per day until the keys are returned. equivalent to the prorated daily unit rent or unit deposit of the vacated unit, whichever is greater. After the third (3rd) day if the resident has not returned keys to the unit from which they are transferring, the PHA may either charge the prorated storage rent stated above or contract to have the resident's belongings placed in a secure storage facility at the expense of the resident.~~

7.Chapter 9 - Leasing, Page 8

DETERMINING FACTORS FOR HOUSEHOLD ADDITIONS

Household additions subject to screening:

- The parent or grandparent of the head, spouse, or co-head who is elderly or disabled

8.Chapter 11 - Recertification, Page 12

PROCEDURES WHEN THE CHANGE IS NOT PROCESSED BY THE PHA IN A TIMELY MANNER

Added Language: **If the family has submitted all of the documentation needed to project their future rent amount, every effort should be taken to provide the family with the projected rent. The family will be expected to pay this projected amount until their interim is resolved.**

9.Chapter 17 – Violence Against Women Act (VAWA) & Domestic Violence, Page 1 and 2

Definitions Added:

- Actual or imminent threat
- Affiliated individual
- Spouse or intimate partner of the victim
- Safe Unit

10.Chapter 17 – VAWA & Domestic Violence, Page 3

C. CERTIFICATION AND CONFIDENTIALITY

The person seeking VAWA protections shall provide complete and accurate certifications to a PHA owner or manager within 14 business days after the party requests in writing that the person

completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, a PHA owner or manager may take action to deny or terminate participation or tenancy. **Mitigating circumstances would be considered in any case where the person seeking VAWA protection did not submit their documentation timely. Additional time may be granted on a case by case basis.**

11.Chapter 17 – VAWA & Domestic Violence, Page 5

G. APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE, OR TENANCY

A public housing resident who moves out of an assisted dwelling unit to protect his or her health or safety and who: (a) is protected under VAWA pursuant to this Policy; (b) reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Program, ~~may receive a voucher and move to another Housing Choice Voucher jurisdiction.~~ **Public Housing program will be placed on the PHA's transfer list. Once selected from the transfer list, the resident will be presented with transfer offers.**

12.Chapter 17 – VAWA & Domestic Violence, Page 7

K. NOTICE TO APPLICANTS, PARTICIPANTS AND TENANTS

The PHA shall provide notice to applicants, participants, tenants, and managers of their rights and obligations under VAWA, including the right to confidentiality when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing benefits **and within the 12 month period following December 16, 2016 either during the annual recertification process or lease renewal process, whichever is applicable.** Tenants will also be provided with HUD form-5382 and the Notice of Occupancy Rights under VAWA.

13.Chapter 17 – VAWA & Domestic Violence, Page 8

N. Transfers

Any family that requests to transfer will be provided with a copy of the PHA's Emergency Transfer Plan (HUD Form 5381.) This plan will provide information to family's looking to transfer due to a VAWA-related incident, as well as providing additional VAWA resources to the family. These transfers will be categorized as emergency transfers, and will be treated at the highest level of priority. VAWA transfers will be in the same category as other displacement related transfers.

Families will be placed on a transfer list, and will be provided with Public Housing options in both the City and County of Sacramento. Eligibility will need to be redetermined if moving between the City and County of Sacramento.

14.Chapter 18 – Public Housing Non-Smoking Facility Policy, Page 1

1. Definition The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, **electronic nicotine device**, or other tobacco product or similar lighted product (marijuana, herb, or any combustible substance) in any manner or form.

2. The Housing Authority of the City/County of Sacramento is not a guarantor of a smoke-free environment: The PHA will take reasonable steps to enforce the Non-Smoking Facility Policy **if there is sufficient evidence of the policy violation. The PHA is not required may not be**

able to take additional steps in response to the smoking unless management or other employees have actual knowledge of the smoking and the identity of the responsible resident.

Smoking is prohibited inside residential units, any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within 25 feet of building(s) including entry way, porches, balconies, windows, and patios. This policy applies to all staff, tenants, guests, visitors and contractors.

Addendum 3: ~~Medical~~ Marijuana Policy

This has changed to address the legalized use of marijuana in California.

Administrative Plan 2018

1. Chapter 4 Establishing Preferences and Maintaining the Wait List, page 4-3

- 4) (1 point) Rent burden preference for participants whose rent burden (documented rent and utilities according to applicable or prorated utility allowance schedule) exceeds 50% of gross income (**gross income from financial aid for a student does not include tuition and fees**)

When gross income includes the financial aid students receive to pay for tuition and fees, they do not meet the rent burden definition. Yet financial aid used to pay tuition and fees is excluded when calculating rent. This language proposes to exclude this income for rent calculation and preference determination.

2. Chapter 4 Establishing Preferences and Maintaining the Wait List, page 4-4

D. REMOVAL FROM WAIT LIST AND PURGING

If an applicant fails to respond within **forty-five (45)-fifteen** days of the date of the **purge** letter/notice, the applicant will be removed from the wait list. If the **purge** letter is returned to SHRA by the Post Office, the letter will be maintained in accordance with the SHRA document retention policy. If the applicant contacts SHRA within **forty-five thirty days** from the purge deadline to report a change in address, they will be given the opportunity to update their address and be reinstated. If an applicant is removed from the wait list for failure to respond after the **forty-five thirty-day** grace period, **mitigating circumstances will be considered before determining** they will not be reinstated. If the family provides proof that the return mail was due to an error of the PHA, the Postal Service, or other mitigating circumstances acceptable to the Housing Authority, the family will be reinstated.

This change lengthens the timeframe for response to the purge of the existing wait list.

3. Chapter 5 Subsidy Standards, page 5-2

Adding Additional Members to the Household

All additions except for birth must have the prior approval of the owner and the PHA. Approvable additions may include:

- **The parent or grandparent of the head, spouse or co-head who is elderly or disabled**

This change allows families with an elderly or disabled parent or grandparent to be added to the family.

4. Absence Due to Incarceration, page 6-7

If the sole member or head of household is incarcerated for more than thirty consecutive days, ~~and does not notify the Housing Authority~~, s/he will be considered permanently absent and the PHA may terminate the participant's assistance according to procedure. ~~If there are additional family members who would lose access to housing, mitigating circumstances will be considered when evaluating the status of the voucher.~~

This language clarifies that we consider when there are additional family members that are impacted when one person is incarcerated and we consider mitigating circumstances.

5. Chapter 9 request for Tenancy Approval and Contract Execution, page 9-2

B. Eligible Types of Housing

The PHA may approve any of the following types of housing:

- All structure types can be utilized
- Manufactured homes ~~where the tenant leases the mobile home and the pad~~
- ~~Manufactured homes where the tenant owns the mobile home and leases the pad~~
- Group homes
- Congregate facilities (only the shelter rent is assisted)
- Single room occupancy (SRO)
- Units owned (but not subsidized) by the PHA (following HUD-prescribed requirements).

A participant can own a rental unit ~~and receive assistance with the space rental and other eligible expenses but cannot reside in it while being assisted, except in the case when the participant owns the mobile home and leases the pad.~~ A family may lease in and have an interest in a cooperative housing development. This must be reported as an asset.

The PHA may not permit a voucher holder to lease a unit receiving HUD project-based Housing Choice Voucher assistance or any duplicative rental subsidies.

Owner Interest in Unit

The owner may not reside in the assisted unit ~~regardless of whether (s)he is a member of the assisted family, unless the family owns the bmobile home and resnt the pad, excluding for shared housing unless the client is a participant in the Homeownership Program.~~

This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.

6. Chapter 10 Housing Quality Standards and Inspections, page 10-5

F. Carbon Monoxide (CO) Monitor / Alarm

The State of California requires that CO detectors be installed in all residential units with fuel-burning appliances such as oil or gas furnaces and gas stoves or with attached garages. Carbon monoxide detectors may be battery operated or hard-wired in existing construction. CO detectors are required

- Just outside each sleeping room, and

- At least one on every level of the unit.

G. EARTHQUAKE STRAPS

The State of California requires water heaters be braced, anchored or strapped when installed to prevent it from falling during an earthquake.

This language was added to be in compliance with State laws.

7. **Chapter 11, Owner Rents, Rent Reasonableness, and Payment Standards, page 11-3**

C. Rent Reasonableness Determinations.

The PHA must also reassess rent reasonability if there is a 105% decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.

8. **Chapter 11 Owner Rents, Rent Reasonableness, and Payment Standards, page 11-4**
D. Payment Standards for the Voucher Program

Beginning in 2017, HUD will publish the FMR's [Fair Market Rents] by zip code. Payment standards will be established by zip code between 90-110% of the given FMR for each bedroom size for the tenant based voucher program only.

Where the new FMRs are decreasing, the PHA will hold the families harmless who are already living in the area with a HAP contract.

Where the new FMRs are increasing, the PHA must implement the change at the next annual recertification.

~~The PHA will establish a single voucher payment standard amount for each FMR area in the PHA jurisdiction. The PHA will establish payment standard amounts for each "unit size." The PHA may have a higher payment standard within the PHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90% to 110% of FMR range.~~

The PHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities. However, the payment standard cannot be approved for an amount over 120% of the Fair Market Rent.

~~**E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR Part 982.503]**~~

~~Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The PHA will~~

~~not raise Payment Standards solely to make "high end" units available to voucher holders. The PHA may use some or all of the measures below in making its determination of whether an adjustment should be made to the Payment Standards.~~

Assisted Families' Rent Burdens

~~The PHA may review its voucher payment standard amounts annually to determine whether more than forty percent (40%) of families in a particular unit size are paying more than thirty percent (30%) of their annual adjusted income for rent.~~

Quality of Units Selected

~~The PHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid range of the market.~~

PHA Decision Point

~~The PHA will review the average percent of income of families on the program. If more than 25% of families are paying more than 30% of monthly adjusted income, the PHA will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards included by the PHA in this Administrative Plan.~~

~~If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the PHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, the PHA will continue increasing the payment standard.~~

Time to Locate Housing

~~The PHA may consider the average time period for families to lease up under the voucher program. If more than 50% of voucher holders are unable to locate suitable housing within the term of the voucher and the PHA determines that this is due to 30% of rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the Payment Standard may be adjusted.~~

Lowering of the Payment Standard

~~Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90% of the FMR without authorization from HUD.~~

This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.

9. Chapter 19 Special Housing Types, page 19-5

F. Manufactured Homes

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will provide assistance for a family that owns the manufactured home and leases only the space.

For a manufactured home owner who is renting the manufactured home space, the monthly housing assistance payment is calculated as the lower of:

- (a) The PHA payment standard minus the total tenant payment; or
- (b) The rent of the manufactured home space (including other eligible housing expenses) minus the total tenant payment.

The payment standard for the family is the lower of the payment standard amount for the family unit size or the payment standard amount for the size (number of bedrooms) of the manufactured home. (The separate fair market rent (FMR) for a manufactured home space is no longer applicable to establishing the payment standard for a manufactured homeowner who is renting the manufactured home space since the payment is assisting the homeowner with other housing expenses.) The PHA payment standard will be based on the applicable HUD published FMR for the area in which the manufactured home space is located.

The PHA may approve a live-in aide if requested as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

The rent of the manufactured home space (including other eligible housing expenses) is the total of:

- (a) The rent charged for the manufactured home space;
- (b) owner maintenance and management charges for the space;
- (c) the monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and
- (d) the applicable allowances for tenant paid utilities.

Debt service for setup charges incurred by a family may be included in the monthly amortization payments made by the family but not increased debt service due to refinancing. Set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize the charges.

If the amount of the monthly assistance payment for a family exceeds the monthly rent for the manufactured home space (including the owner's monthly management and maintenance charges), the PHA may pay the remainder to the family, lender or utility company.

Housing Quality Standards [24 CFR Part 982.621]

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" in Chapter 10 of this Administrative Plan, and as set forth in 24 CFR Part 982.401. In addition, the manufactured home also must meet the following requirements:

- A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Manufactured Home Space Rental [24 CFR Part 982.622]

~~Rent to an owner for a manufactured home space will also include payment for maintenance services the owner must provide to the tenant under the lease for the space.~~

~~Rent to an owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.~~

Reasonable Rent

~~During the assisted tenancy, the rent to the owner for the manufactured home space may not exceed a reasonable rent as determined by the PHA.~~

~~The PHA will not approve a lease for a manufactured home space until the PHA has determined that the initial rent to the owner for the space is reasonable. At least annually during the assisted tenancy, the PHA will re-determine whether the rent is reasonable.~~

~~The PHA will determine whether the rent paid to the owner for a manufactured home space is a reasonable rent in comparison with rents for other comparable manufactured home spaces. The PHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.~~

~~By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to the owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the PHA, the owner must provide the PHA information on rents for other manufactured home spaces.~~

Housing Assistance Payments for Manufactured Home Space [24 CFR Part 982.623]

~~The Fair Market Rent (FMR) for a manufactured home space will be determined by HUD.~~

HAP for the Voucher Tenancy

~~There is a separate fair market rent (FMR) for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for the rental of a manufactured home space is generally 40% of the published FMR for a two bedroom unit.~~

~~Subsidy Calculation for the Voucher Program~~

~~During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:~~

- ~~• The payment standard minus the total tenant payment; or~~
- ~~• The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.~~

~~The space rent is the sum of the following, as determined by the PHA:~~

- ~~• Rent to the owner for the manufactured home space;~~
- ~~• Owner maintenance and management charges for the space;~~
- ~~• The utility allowance for tenant paid utilities.~~

Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR Part 982.624]

The utility allowances are the applicable utility allowances from the PHA utility allowance schedule under 24 CFR 982.517 and 982.624.

~~For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook up charges payable by the family if the family actually incurs the expenses because of a move.~~

~~Allowances for utility hook up charges do not apply to a family that leases a manufactured home space in place.~~

~~Utility allowances for manufactured home spaces will not be applied to cover the costs of digging a well or installation of a septic system.~~

This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.

10. Chapter 21 Project-based Housing Choice Voucher Program, page 21-1 **Introduction**

The PHA will project base up to 3400 vouchers ~~over per year for~~ a three year period (~~for a maximum of up to 300 vouchers cumulatively~~ between 2017-2020) to serve homeless families. The PHA, at its discretion, may exceed this amount.

This language changed to give SHRA the greatest latitude to create additional housing for homeless expeditiously.

11. Chapter 21 Project-based Housing Choice Voucher Program, page 21-1
Introduction

The PHA will make units project based in new construction projects, rehabilitation projects, and or existing projects, as defined in a Request for Proposal (RFP). The PHA will **not** project-base more than **25 units or 25%, whichever is greater**, of the units in a building unless the project meets the following exceptions, and the exceptions were allowed under the specific RFP at the time of consideration. The exceptions to the 25% unit limitation are:

- Units in single family homes (four units or less)
- Units in a multifamily building that are made available to qualifying families. Qualifying families means elderly ~~or disabled~~ families or families receiving qualifying supportive services. Supportive services are described in Chapter 2 Section B(6) in this addendum.

This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.

12. Chapter 21 Project-based Housing Choice Voucher Program, page 21-11
Rent Limits

3) The PHA may apply Small Area FMRs to current PBV or new projects if this is mutually agreeable to both the PHA and the owner. Once the change is made to small area FMRs, the property cannot revert back to the metropolitan-wide FMR.

7) Rent to the owner must be re-determined at owner's request (on HAP anniversary date), or when there is a **10 5%** decrease in the published FMR. There are no "special adjustments" to rent.

This language changed as a result of changes in HUD regulations regarding small area FMRs.

13. Chapter 21 Project-based Housing Choice Voucher Program, page 21-12
Term of HAP Contract

~~The PHA may enter into a HAP contract with an owner for an initial term of up to thirty years. The term of all PBV HAP contracts will be negotiated with the owner on a case-by case basis. The length of the term of the HAP Contract can go up to fifteen (15) years, plus a fifteen (15) year extension subject only to the PHA's determination that the owner is in compliance with the HAP contract and other applicable HUD requirements, for a total of thirty (30) years. The PHA will enter into thirty (30) year contracts if it determines that the initial 15 year extension is not appropriate to achieve long term affordability of housing and to expand housing opportunities. The PHA may request, as part of the selection process or otherwise as allowable by HUD, that owners agree to~~

~~accept any extensions of the contract term that the PHA may offer, or propose to agree to accept specific numbers of extensions.~~

The PHA has the discretion to ~~may~~ enter into a HAP contract with an owner for an initial term of up to twenty years, and may approve extensions not to exceed an additional 20 years, for a maximum total of 40 years. The term of all PBV HAP contracts and extensions will be negotiated with the owner on a case-by-case basis; the PHA has the discretion to approve or not approve extensions.

~~Within one year before expiration of the HAP contract or otherwise as allowable by HUD, †~~ The PHA may extend the term of the contract ~~for an additional term or terms of up to five years~~ if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. When determining whether or not to extend an expiring PBV contract, the PHA may consider factors including but not limited to:

- 1) the cost of extending the contract and the amount of available budget authority;
- 2) the condition of the contract units;
- 3) the owner's record of compliance with obligations under the HAP contract and lease(s); and
- 4) whether the location of the units continues to support the goals of de-concentrating poverty and expanding housing opportunities.

This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.

14. Chapter 21 Project-based Housing Choice Voucher Program, page 21-18

b. Excepted Units with Supportive Services (i.e. Serna)

Project-based assistance is attached to the unit. ~~Families must be receiving housing and at least one supportive service.~~ At the time of initial lease execution between the family and the owner, the family must sign a statement of family responsibility. The statement of family responsibility must contain all the family obligations, ~~including the family's participation in a service program.~~ Supportive services will be provided by the owner/manager or by their contractor. ~~Services will be available either on site or in close proximity to the site so that services are accessible to families lacking transportation. Site based wait lists for The project-based targeted needs wait list will be utilized to fill vacancies in a property where supportive services are provided. Supportive services will be available for families transitioning from homelessness may be screening criteria for the p.~~ Property managers will identify eligible families who qualify for these voluntary services. Supportive services may include, but not be limited to,

- How to be a good neighbor;
- Bill paying / financial counseling;
- Household maintenance;
- Cooking economically;
- Establishing income;
- Substance abuse counseling;
- Parenting;
- Credit counseling;
- Behavioral health interventions;

- Job training and education; and
- Developing an Individualized Annual Service Plan.

This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.

15. Chapter 21 Project-based Housing Choice Voucher Program, page 21-23

c. Excepted Units for Elderly ~~and/or Disabled~~ (i.e. Washington Plaza, Sutterview, Sierra Vista)

The PHA may maintain one wait list for project-based vouchers for elderly ~~and/or disabled~~ applicants.

This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.

16. Chapter 21 Project-based Housing Choice Voucher Program, page 21-24
Monitoring of Supportive Service

The PHA will ~~no longer~~ monitor, ~~annually~~, the excepted family's ~~continued~~ on-going participation in supportive services ~~and take appropriate action regarding families that fail, without good cause, to complete their supportive services requirement. The participant will be required to provide annual documentation to the PHA stating they are currently participating in the supportive service(s) required in their ICP.~~

~~The participant will be required to provide a letter of completion to the PHA, from the supportive service agency when ICP goals have been met.~~

The participant is required to provide and complete all documentation requested by the PHA. ~~The PHA will confirm with the third party that the supportive service documentation received from the participant was, in fact, supplied by the supportive service agency.~~

~~If the participant fails to comply with any family obligations the PHA will:~~

- ~~Mail a Warning Notice. The participant will be given ten (10) days to provide verification that the family is in compliance with family obligations. If family fails to comply;~~
- ~~Mail a Notice of Mandatory Tenant Conference. If the family fails to attend;~~
- ~~Mail a Notice of Proposed Termination of Project-Based Voucher Eligibility form and an Informal Hearing Request form. The participant will have fourteen (14) days to reply.~~

The PHA will work with the supportive service agency to prevent termination of eligibility. If the participant does not become compliant, the Project-Based eligibility for the participant will be terminated.

As of April 18, 2017, with the implementation of the Housing Opportunity Through Modernization Act of 2016 (HOTMA), new project based voucher contracts cannot

require participation in supportive services as a condition of receiving housing. Participation in supportive services is voluntary.

This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.