

2012 ACOP SIGNIFICANT CHANGES

E. REASONABLE ACCOMMODATION POLICY

Page 1-4 ADD:

REASONABLE ACCOMMODATION (§5.403) (HUD General Counsel Opinion On Medical Marijuana, 1/20/2011)

Medical Marijuana

Federal and state nondiscrimination laws do not require housing authorities to accommodate requests by current or prospective residents with disabilities to use medical marijuana. The PHA may not permit the use of medical marijuana as a reasonable accommodation because such accommodations are not reasonable under the Fair Housing Act and would constitute a fundamental alteration in the nature of the operations of the program (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pgs1-2*).

Medical Marijuana Use as a Reasonable Accommodation

Person(s) seeking a reasonable accommodation to allow the use of medical marijuana are not “individuals with a disability” under Section 504 or the ADA and therefore do not qualify for a reasonable accommodation to allow the use of medical marijuana. Furthermore, because such requests are tantamount to requests to become an illegal drug user, SHRA is prohibited from granting such a request (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pg 6*).

AGENCY FACTORS

Page 2-2

- Admission of applicants with any current criminal charges will be delayed pending final court decision. After the final court decision, the applicant will be reviewed to determine if they meet all admission criteria

Page 2-3 ADD:

The PHA at its discretion, may elect to continue to process the prospect if during the application process, a prospect neglects to list a past arrest or conviction and if that arrest or conviction is not for:

- drug related criminal activity, nor
- violent criminal activity, nor

- criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;
- nor other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

The PHA will not consider any arrests or convictions that are over seven years old provided no other criminal activity has taken place and they have not been on probation or parole for at least one year from the date the prospect was pulled from the waitlist..

Page 2-3/4 **ADD:**

B. FAMILY COMPOSITION (HUD CFR 5.403)

DEFINITION OF FAMILY AT ADMISSION

TEMPORARY ABSENCE OF CHILD

OCCUPANCY BY POLICE OFFICERS

HEAD OF HOUSEHOLD

SPOUSE OF HEAD

CO-HEAD

STUDENT AS HEAD OF HOUSEHOLD

Assistance shall be denied to any single Head of Household student who

- Is enrolled in an institution of higher education;
- Is under 24 years of age;
- Is not a U.S. Veteran;
- Is unmarried;
- Does not have a dependent child;
- Is not individually income eligible and whose parents (individually or jointly) are not income ineligible.

Unless:

- The student is individually income eligible AND resides with parents (individually or jointly) who are income eligible for the program;
- The student is income eligible and has established a household separate from parents or legal guardians at least one year prior to application for occupancy OR the student meets the Department of Education definition of independent student.
- The student is not claimed as a dependent by a parent or a legal guardian pursuant to IRS regulations for a period of one year prior to the application for occupancy.
- The student must obtain a certification which states the amount of financial assistance that will be provided by the parents, signed by the individual providing the support. The certification is required even if no assistance will be provided.

F. OTHER CRITERIA FOR ADMISSION

Page 2-14 **ADD Bullet Point**

The PHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent and utilities
- Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors
- History or pattern of repeated acts of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity;
- History or pattern of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger or interfering with the peaceful occupancy of neighbors
- History of initiating threats or behavior indicating intent to assault employees or other residents
- History or pattern of repeated acts of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents
- **Violations of any family obligations from any Public Housing Authority or Federally subsidized property.**

STANDARD FOR VIOLATION

Page 2-21 **ADD:**

The PHA must deny admission to any applicant who has a family member using medical marijuana, even if a State of California medical marijuana card and or prescription is issued to that person. (See HUD legal opinion dated January 20, 2011, "Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing").

B. COMPLETION OF A FULL APPLICATION

Page 3-4

REQUIREMENT TO ATTEND INTERVIEW

PAGE 3-5 **ADD:**

Every adult household member must sign a 52675 form. This form authorizes the Housing Authority to send and receive rental history information to HUD.

C. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

Page 3-5

Page 3-6 **ADD:**

If a family is selected for more than one waitlist and they complete the intake process and are ready to be housed, the family must choose which waitlist (and subsequently which unit) they want to be housed in. Once a family is housed, they are removed from the rest of the Housing Authorities conventional waitlists.

If a family has applied for a reasonable accommodation prior to being housed and the accommodation can not be met within the waitlist applied for, the housing authority will move that applicant to another waitlist where the accommodation can be met. The applicant will be placed in the same date and time position they held on the previous list.

G. REMOVAL FROM WAITING LIST AND PURGING

Page 4-5

The PHA may also remove a name from the waiting list for the following reasons:

- Applicant requests it
- Applicant was clearly advised of a requirement to notify the PHA of his/her continued interest by a particular time and failed to do so
- PHA has made reasonable efforts to contact the applicant to determine if there is continued interest, but has been unsuccessful
- PHA has notified the applicant of its intention to remove the applicant's name because of ineligibility

ADD:

- An applicant will be removed from the waitlist for failing to respond to a purge letter. If the purge letter is returned to SHRA by the Post Office, the letter will be maintained in the file and the applicant will be removed from all SHRA waitlists.
- An applicant will be removed from all waitlists for any return mail from the Post Office unless the applicant has supplied SHRA with a written notice that they have moved within 30 days of actually moving.
- The PHA may re-evaluate its decision to remove an applicant from the waitlist if the applicant can prove good cause as defined in the glossary.

N. PLAN FOR UNIT OFFERS

Page 4-10

The PHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

- **Two offers-** The applicant shall be offered a suitable unit in the location where they have applied. If the first offer is rejected, a final unit offer will be made.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the oldest vacancy first.

The PHA will maintain a record of units offered and accepted or turned down.

ADD:

An applicant can be selected for more than one waitlist at a time, in this case, the applicant will be given the choice of selecting a unit from any waitlists that they have been selected for and where a vacancy exists, but they will not receive more than a total of two offers. If no vacant units exist in the waitlist where the prospect requests, they must choose from another waitlist that they were selected for in the correct bedroom size.

LEASE

Page 9-23/24 **ADD:**

Z. OPEN FLAME COOKING DEVICES

The PHA will follow the regulation enforced by the local fire departments in the Sacramento region: California Fire Code, Section 308.3.1

Charcoal burners and other open-flame cooking devices shall not be operated on any balconies or within 10 feet of any PHA building.

Exception: 1 - An electric barbecue
2 - A propane fueled cooking device not greater than 1 (one) pound gas liquid propane capacity.

All ashes, grease and or waste produced by any barbecue device shall be completely extinguished and appropriately and safely disposed of with careful consideration to not cause any trash receptacle fires.

Note: Completely extinguished means 'no heat is being produced or generated from any part of waste being disposed of'. Wait at least 24 hours before disposal.

Waste products are not allowed to accumulate in a resident's unit, porch, planter area, or any area under the resident's control or dumped on PHA property.

After proper cooling has occurred, waste products must be placed in a sealable trash bag prior to being placed in trash receptacle

Page 10-3 **ADD**

C. ADVANCE PERMISSION, REGISTRATION, AND PET DEPOSITS

Permission to keep a pet is granted at the PHA's sole discretion and is subject to the resident's strict adherence to all aspects of the *Pet Policy/Agreement*. Any resident who wishes to keep a pet will first obtain the approval of the PHA, register the pet by complying with the requirements of the *Pet Policy/Agreement*, pay (or make arrangements to pay) a pet deposit for each qualified pet, and sign a *Pet Policy/Agreement*. **The pet deposit for all households is two hundred fifty dollars (\$250)** All pet deposits must be paid (or make arrangements to pay) prior to the presence of the pet.

Only common household pets will be allowed. These include dogs, cats, fish, birds, rabbits, and rodents such as guinea pigs and hamsters. **Residents may be permitted to have two (2) pets.**

Page 11-11; **Changed reporting days from 30 to 15 days.**

E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

STANDARD FOR TIMELY REPORTING OF CHANGES

The PHA requires that families report interim changes in writing to the PHA within **fifteen (15)** days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change, must be provided, in writing, within **fifteen (15) working days** from the date the information or signatures are requested from the family.

Page 12-2; **ADDED**

B. TERMINATION BY PHA

- The resident, any member of the resident's household, or a guest shall not engage in drug-related or violent criminal activity, in, *on or near* public housing premises (as defined in the lease), while the resident resides in public housing. Such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). If contraband or a controlled substance is seized on the above premises,

incidental to a lawful search or arrest, the landlord (the PHA) will bring an unlawful detainer against that resident. As Public Housing is a federal program, State laws that legalize medical marijuana directly conflict with federal law thus preempting state law... [2/10/2011 memorandum from Assistant Secretary Henriquez]

Page 13-5 ADDED:

C. INFORMAL SETTLEMENT OF GRIEVANCE FOR RESIDENTS

When a resident has a complaint or issue, the grievance shall be personally presented, either orally or in writing, to the PHA office. As a first step, a Tenant Management Communication Form (TMC) should be submitted if applicable, as this will alert the site manager to the complaint or issue and allow a time to be set in order to discuss the matter informally without going to a formal hearing. If the complaint is not discussed at the time the TMC form is submitted then a date and time will be determined within 10 working days from receipt of the request and the resident will be notified in writing of the date, time and location of the informal settlement conference.

When a tenant is served a 14 Day Notice to Pay Rent or Surrender Premises or a 30 Day Notice of Termination of Tenancy, and is requesting a hearing, the informal hearing will be conducted by the Site Manager along with another SHRA management staff who will hear the matter being disputed and send a summary of discussion.

ADDED ENTIRE CHAPTER

CHAPTER 16

FAMILY SELF SUFFICIENCY PROGRAM

INTRODUCTION

The Sacramento Housing Authority participates in the Family Self- Sufficiency (FSS) Program offered by the Department of Housing and Urban Development (HUD). Through this program the Housing Authority assists clients in order to help them increase their earned income, thereby increasing their ability to become economically self sufficient. Both the delivery of services and planning will be coordinated with various community resources in an effort to deliver the highest quality available assistance to clients.

A. FAMILY SELF SUFFICIENCY MISSION STATEMENT

Sacramento Housing Authority is dedicated to match housing assisted families in the Family Self-Sufficiency Program with existing community services to achieve economic self-sufficiency.

B. PROGRAM GOAL

To assist FSS Program Participants in all manners possible that will enable them to become economically self-sufficient.

C. FSS FAMILY SELECTION PROCEDURES

It is the policy of Sacramento Housing Authority to comply with all Federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. In addition, Housing Authorities FSS staff will, upon request, provide reasonable accommodation to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program. The Housing Authority will not discriminate against any potential/current client based on disability(ies). The Housing Authority will make all reasonable accommodations in order to allow client participation in the FSS Program. Should the Housing Authority be unable to accommodate client, due to undue financial and/or administrative burdens, the client will be referred to other agencies that may be able to better assist the client's needs.

In general, FSS clients will be selected on a first come first serve basis from active Public Housing Residents. Families will always be selected in a nondiscriminatory manner without regard to race, color, religion, sex, family status, national origin, sexual orientation or handicap, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended and Executive Order 11063.

Any person who participated previously in the FSS Program at SHRA and was terminated for cause may not be eligible for future FSS Participation and may have their application withdrawn. The person will be notified by mail of the withdrawal. However, it will be the discretion of the Housing Authority to determine reentry into the program.

Waiting List

- The Housing Authority will maintain a waiting list, should it be necessary, for the FSS Program on a first come first served basis. Exception will only be granted based on the following:
- Exceptions will be granted to those who are currently enrolled in an economic self-sufficiency program, enrollment in school, enrolled in a

training program (resident trainees), and enrolled in the Welfare to Work Program.

D. OUTREACH EFFORTS

Efforts will be targeted equally to minority and non-minority families to ensure that non-English and limited English speaking families receive information and have the opportunity to participate in the FSS program. Efforts will also be made to serve persons with disabilities including, but not limited to, persons with impaired vision or hearing. Publication and outreach efforts for the FSS program may include, but are not limited to, distribution of FSS program flyers to community agencies and partners (both private and public), mass mailing of program information to current SHRA residents and distribution of materials to all eligible participants may occur at discretion of Public Housing Director, and within the constraints of the Housing Authority budget. Interpreters will be used as needed and clients may contact staff via our TTD telephone line or by email. Outreach informational material about the FSS program may include:

- Details about program history
- Available resources
- Requirements for eligibility
- Application procedures
- Participant responsibilities
- Program benefits

E. ACTIVITIES AND SUPPORTIVE SERVICES

FSS Coordinators shall, upon request, use all available resources to procure any information regarding assistance clients may need; particularly to complete a goal, and provide such information to clients directly through personal, phone, fax, email or mail contact. FSS Coordinators shall maintain effective relationships with representatives from the local agency branches and any other relevant program that may provide assistance to clients in completing goals and otherwise as needed. FSS Coordinators may also offer the following resources and supportive services, as they become available:

- Quarterly support group meetings
- New services available notices
- Job search materials and notices
- Resume creation and evaluation
- Homeownership opportunity information

F. IDENTIFICATION OF SUPPORT NEEDS

Methods used for identifying and delivering support services for clients shall be as follows:

Applicants - All FSS applicants are given two opportunities in which needs can be noted and evaluated:

- **Pre Enrollment Form**
This form allows clients to address their interpretation of what they need in order to become self-sufficient and/or complete personal goals.
- **Needs Assessment**
All interviewed applicants to FSS Program have a needs assessment completed during their initial FSS interview by a FSS Coordinator.

Participants

- All FSS clients are given regular opportunities to have their needs noted and evaluated at yearly appointments and any interim appointments. Any new or continuing needs are addressed at these appointments through verbal communication and review of initial needs assessment.
- All clients shall continue to receive referrals to supportive services on an ongoing basis at client request and notification. Services referred for may include transportation, job training, job search, financial assistance, education and any other service needed that FSS Coordinators may be able to procure on behalf of client.

G. CHANGE IN HEAD OF HOUSEHOLD

The FSS head of household is the head of household designated on the family's housing assistance for purposes of rent determination. The head of household is responsible for the requirements under the Contract of Participation, Individual Training and Service Plan, and other related documentation.

If a family wishes to transfer head of household status, it can only be made with the permission of the housing manager and only to an adult member of the household who is listed on the family's lease/rental agreement. This person must also elect to assume all of the responsibilities, conditions, and terms as the FSS head of household listed in the Contract of Participation, Individual Training and Services Plan, and other related documentation.

A written request must be submitted to the FSS program and will be attached to the Contract of Participation as an amendment. The request must contain the following:

- Name of new designated head of household
- Effective date of change
- Signature of new head of household
- Signature of the FSS case manager
- The date signed

The new Head of Household will be required to develop their own Individual Training and Services Plan. The contract expiration date and baseline income and TTP figures will remain unchanged.

H SUCCESSFUL COMPLETION OF CONTRACT

In order to successfully complete the FSS Contract of Participation and receive any money in the FSS Escrow Account, participants must meet the following criteria:

- The head of household has obtained suitable full-time employment (as defined below)
- All members of the household have been independent of welfare for at least twelve (12) consecutive months. Welfare is defined as income assistance from Federal or state welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. It does *not* include food stamps, Social Security payments, Medicaid, or similar benefits.
- All activities listed on the Individual Training and Service Plan must be completed within the designated timeframes.
- The household is in full compliance with the lease, including no monies owed for unpaid rent or damages to the assigned unit.

Full-time employment is defined as:

For hourly or salaried employees – at least 32 hours per week

For self-employment – net earnings (after business expense deductions) of at least 32 hours per week at minimum wage.

Accommodations for disabled individuals – Requests for accommodation must be submitted in writing and supported by a written statement from the individual's medical provider at least 120 days prior to program completion. The statement will include a recommendation from the medical provider as to a specific number of hours that the individual is able to work due to disability. Requests will be considered on a case-by-case basis.

Suitable employment is defined as follows:

Employment with an established, legitimate business (the participant is receiving a regular paycheck from which taxes and other required deductions are withheld).

– or –

Self-employment which is verifiable through signed Federal income tax returns.

Contracted or commission employment will be considered if it meets the hourly/income requirement, is verifiable, and is being declared for tax purposes.

Informal employment which does not meet the criteria listed above will not be considered (employment where income is not declared for tax purposes).

Employment must be considered a lawful activity.

I. PROGRAM TERMINATION, WITHHOLDING OF SERVICES, AND GRIEVANCE PROCEDURES

The following guidelines will be used regarding the above listed issues:

Terminations for Cause

- Any client terminated for cause from the FSS Program will only be allowed to participate in the FSS Program at SHRA in the future based on the discretion of the Housing Authority to allow reentry.

Failure to Maintain Contact

- All clients are requested to contact their FSS Coordinator quarterly to update on progress in completing goals and meeting needs. Clients who consistently fail to maintain contact shall be notified by mail and a request will be made for client to contact their FSS Coordinator immediately. Failure to do so could result in termination. Client will then be sent a letter of termination with a right to appeal within ten days. If client fails to respond within ten days, client shall be terminated and any escrow monies shall be forfeited.

Failure to Show for Appointments

- Any client who fails to show for three scheduled appointments consecutively shall be sent a letter of termination with a right to appeal within ten days. If client fails to respond within ten days, client shall be terminated and any escrow monies shall be forfeited.

Failure to Meet and Complete Goals

- Any client who consistently fails to complete any goals listed within individual ITSP will have their contract reviewed at quarterly meetings for assessment of goals. If client consistently does not meet all goals on the

ITSP after quarterly reviews, (exceptions due to medical reasons may be given), then client may be terminated from FSS Program and any escrow monies will be forfeited.

All Reasons Outlined In Contract of Participation

- Termination of participation in the FSS Program may occur for any client for reasons outlined and listed within the Contract of Participation.

Assisted Housing Program Termination

- Any client who has their Public Housing lease terminated shall be immediately terminated from the FSS Program and any escrow monies will be forfeited.

Withholding of Services

- All clients must complete activities within dates listed in each ITSP and provide SHRA and HUD with information about the clients' participation in the FSS Program in order to help evaluate the FSS Program.
- All family members in client household must:
 - Comply with terms of lease
 - Become independent of cash assistance and remain so for at least 12 consecutive months before contract expiration.
 - Client Head of Household must seek and maintain suitable employment after completion of job training/educational program(s) as listed in ITSP.
 - Failure of client to meet above obligations may result in withholding of supportive services to client and/or possible termination from FSS program .

Grievance Procedures

- **All clients and applicants to the FSS Program shall be provided information regarding "Right to Review," as outlined in the Public Housing Admissions and Continued Occupancy Policy. Clients and applicants may file a grievance for any decision involving termination from FSS Program, denial of FSS participation, escrow monies forfeited and withdrawal of FSS Application. All hearings on such issues shall be conducted in compliance with SHRA Administrative Policy.**

J ASSURANCE OF NON-INTERFERENCE

No individual or family that chooses not to participate, or is terminated from the FSS Program, will be discriminated against in any way including denial, delay or termination of Public Housing Program.

K ESCROW ACCOUNTS

All escrow accounts shall be handled in the manner deemed acceptable according to HUD Rules and Regulations as stated within the following documents:

- Contract of Participation
- FSS Escrow Credit Worksheet
- SHRA FSS Action Plan
- Any related new HUD Mandate

Interim Withdrawals

- SHRA will allow clients to make interim withdrawals up to and including total amount deposited into the escrow account, plus any interest earned, less any monies owed to SHRA provided the following terms are met:
 - Client must complete Escrow Withdrawal Request form.
 - Reason for withdrawal must be related to: Completion of Educational/Job Training related goal(s) such as money for tuition, books, manuals, equipment, etc.
 - Client must provide verification of money amount needed.
 - SHRA must approve request.
 - Check must be issued to both client and agency/business that will be accepting client's payment for above stated reasons.

Disbursement of Escrow Account Funds

- All clients that have successfully completed the FSS program are eligible to receive their escrow payment. The escrow payment will be the amount deposited into the account of client's behalf, plus any interest, less any monies owed to SHRA, once verification has been obtained that no family member is receiving cash assistance.

Forfeited Escrow Monies

- All escrow monies forfeited by client due to Contract of Participation Termination and/or fraud committed by client shall be placed back into the Public Housing Operating Subsidy account maintained by SHRA.

Escrow Account Reporting

- All clients who have any amount of monies deposited into escrow account on their behalf shall receive a report of the amount, including any interest earned at least once per year. SHRA will retain accurate records of escrow account and all deposits, withdrawals, interest earned, forfeited amounts and disbursements for each client.

L. CONTRACT EXTENSION POLICY

Every Contract of Participation is originally executed for five years. Some clients may complete their participation before the five year period ends. However, some clients may need more than five years to successfully complete the FSS Program. A Contract of Participation may be extended for a period not exceeding two years from original ending date of contract for the following reasons:

- In order to allow a client to meet the goal of being twelve months cash assistance free.
- If a client has an involuntary job loss.
- If a client, or a dependant of the client, has experienced a serious illness or injury that resulted in a delay of client meeting and completing goals listed within the ITSP.
- If a client has an interruption in their supportive services due to moving (port-ins) and the interruption delays the completion of a goal (i.e. client is in college and needs to take more credits in order to graduate, but the earned credits are not transferable due to school policy).

Client must be able to provide verification of one of the above situations in order to qualify for a contract extension.