

---

# Resident Selection Criteria

CCH Management - January 2026



## PREFACE

The purpose of the Resident Selection Criteria is to establish fair and equitable guidelines for selecting applicants to occupy housing units managed by CCH. All applicants must complete an initial certification and meet all eligibility criteria prior to being offered a unit. The criteria listed in this document applies to all applicants; however, special criteria that is unique to program units, due to funding sources of the Property, may be listed in the attached exhibits.

## VALUES

**INTEGRITY**: Striving for reliability and honesty in all that we do and say.

**INDEPENDENCE**: Empowering people to age in place with dignity and thrive.

**SUSTAINABILITY**: Maintaining our own organizational health and viability while maintaining sustainable communities for our residents.

## VISION & MISSION

**VISION**: To transform communities by fostering human dignity, mutual respect, personal independence, and supportive environments.

**MISSION**: CCH builds and manages quality affordable housing in caring communities.

**BELIEFS**: More than a home for our residents. More than a job for our employees.

**HISTORY**: In 1961, 12 visionaries from the Christian Church (Disciples of Christ) recognized the need to establish a more secure retirement lifestyle for older adults. They envisioned a clean housing community where seniors on a limited income could live and prosper in the comfort of a home they could afford. From these humble beginnings, CCH was born and incorporated in 1961 as a 501©3 non-profit organization.

PREFACE .....	2
VALUES .....	2
VISION & MISSION .....	2
REVISIONS TO THIS DOCUMENT .....	7
DEFINITIONS .....	8
LANGUAGE ACCESS .....	9
Limited English Persons Notice .....	9
Language Access Statement.....	9
PRIVACY POLICIES.....	10
HUD Privacy Act Notice.....	10
Community Privacy Statement .....	10
NON-DISCRIMINATION POLICIES.....	11
CCH Non-Discrimination Statement .....	11
Section 504 Equal Access Statements.....	11
Equal Opportunity Statement .....	12
FAIR HOUSING .....	13
Marketing & Outreach .....	13
Duration .....	13
Contents .....	13
Approval.....	14
Applicability.....	14
Criminal Backgrounds.....	14
Outreach and Marketing .....	14
Availability of Applications.....	16
Informational Meeting .....	16
Marketing Records.....	17
VIOLENCE AGAINST WOMEN ACT (VAWA).....	18
Notice .....	18
Protections for Applicants.....	18
VAWA Documents.....	19
PREFERENCES .....	20
General Preferences (Federal & State) .....	20
Leasing Priorities .....	20
Accessible Units .....	20
Physical Rehabilitation.....	20
Housing Authority Vouchers .....	20

HUD Section 8 .....	21
Avoiding Potential Discriminatory Effects .....	21
UNIT STANDARDS & ACCESSIBILITY .....	23
CCH Guidelines.....	23
Occupancy Guidelines .....	23
Accessible Units .....	24
REASONABLE ACCOMMODATIONS.....	25
Policy Statement .....	25
LIVE-IN AIDE/CARE ATTENDANT.....	26
Policy Statement .....	26
ELIGIBILITY.....	27
CCH & Program Requirements .....	27
Asset Limitations (HOTMA) .....	27
Self-Certification of Net Family Assets (HOTMA) .....	27
Citizen/Non-Citizen Requirements .....	27
Consent and Verification Forms (HOTMA) .....	28
Revocation of Consent (HOTMA) .....	29
Credit Requirements .....	29
Deductions and Expenses .....	29
Hardship Exemptions for Expenses (HOTMA).....	30
Drug Abuse & Criminal Activity Requirements.....	31
Enterprise Income Verification (EIV) Usage (HOTMA) .....	33
Fraud/Interference .....	34
Hardship Policy Requirements (HOTMA) .....	34
Income Limits.....	35
Identification.....	35
Interim Reexaminations .....	36
De Minimis Errors in Income Determinations (HOTMA).....	38
Other Means/Determination of Family Income (HOTMA) .....	38
Rent Formulas .....	39
Rental History .....	39
Residency/Assistance Requirements .....	39
Social Security Number .....	40
Student Eligibility .....	42
APPLICATION PROCEDURES.....	46
Complete an Application For Housing .....	46

Submit an Application For Housing .....	46
WAITING LISTS.....	47
Waiting List Policy .....	47
Waiting List Administration .....	47
Opening and Closing the Property Waiting List .....	47
Updating the Property Waiting List .....	47
Contacting and Selecting Applicants from the Property Waiting List .....	48
Removal of Applicants from the Property Waiting List .....	49
ADMISSIONS .....	50
Interview Procedures.....	50
Ineligibility.....	51
Decisions.....	52
Approval of Applicant.....	52
Security Deposit.....	53
Rejection Procedures .....	53
Appeals .....	54
PETS .....	56
Policy Statement .....	56
SMOKING .....	57
Policy Statement .....	57
UNIT TRANSFERS.....	58
Policy Statement .....	58
EXHIBIT A – Resident Selection Criteria Notice .....	59
EXHIBIT B – Reasonable Accommodation/ Modification Policies and Forms .....	60
EXHIBIT C – Criminal Criteria References.....	61
EXHIBIT D – Definition of Housing Terms .....	62
EXHIBIT E – Exceptions to General Resident Selection Criteria .....	63
EXHIBIT F – Application for Housing .....	64
EXHIBIT G – Grievance/Appeal Policies and Forms .....	65
EXHIBIT H – Affirmative Fair Housing Marketing Plan .....	66
EXHIBIT I – Income and Rents .....	67
EXHIBIT J – VAWA Notices, Policies and Forms .....	68
EXHIBIT K – Transfer Policies and Forms.....	69
EXHIBIT L – Live-In Aide Policies and Forms.....	70
EXHIBIT M – Pets & Assistance Animals Policies and Forms .....	71
EXHIBIT N – CCH Smoke Free Policies .....	72

This page is intentionally left blank

## REVISIONS TO THIS DOCUMENT

CCH reserves the right to make modifications to this plan as necessary. When the plan is revised, the effective date of the new plan will be noted on the cover page. In addition, any time a new plan is implemented, all applicants on the waiting list and current residents will be provided with notice that a revised plan is being implemented and that they may request a copy from the management office. **See EXHIBIT A.**

## DEFINITIONS

All definitions are provided in an exhibit. **See EXHIBIT D.**

# LANGUAGE ACCESS

## Limited English Persons Notice

CCH ensures that person with Limited English Proficiency (LEP) not be discriminated against nor denied meaningful access to housing built and managed by CCH. In order to ensure meaningful access and participation for LEP persons, CCH provides language services (interpretation) at no cost and takes reasonable steps to see that language services are provided according to the provisions of CCH's Language Access Plan (LAP).

## Language Access Statement

CCH wishes to notice all applicants and residents that have limited ability to read, speak, write, or understand English, that they have the right to receive Free Oral Interpretation at no cost, regardless of language, type of service, benefit, or encounter.

CCH intends to provide written translations of vital documents in the following languages: Arabic, Chinese, English, Korean, Russian, Spanish, Tagalog, and Vietnamese.

Copies of CCH's full Language Access Plan available upon request.

# PRIVACY POLICIES

## HUD Privacy Act Notice

The Department of Housing and Urban Development (HUD) is authorized to collect information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et seq.), by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit social security number of each household member.

To help ensure the privacy of applicant and tenant information, CCH is subject to penalties for unauthorized disclosure of applicant/tenant information. In addition, applicants and tenant may initiate civil action against CCH for unauthorized disclosure or improper use of the information they provided.

## Community Privacy Statement

It is the policy of CCH to guard the privacy of applicants and residents as conferred by the Federal Privacy Act of 1974 and to ensure the protection of such records maintained by CCH. Therefore, neither CCH, nor its agents or employees shall disclose any personal information contained in its records to any person or agency unless the individual about whom information is requested shall give written consent to such disclosure. The Privacy Policy in no way limits CCH's ability to collect such information as it may need to determine eligibility, compute rent, or determine suitability for tenancy.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained regarding disability or disability status will be treated in a confidential manner.

# NON-DISCRIMINATION POLICIES

## CCH Non-Discrimination Statement

CCH does not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, marital status, ancestry, source of income, age, medical condition (cancer/genetic characteristics), creed, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related condition (ARC), sexual orientation, gender, gender identity, gender expression, genetic information, citizenship, immigration status, primary language spoken, any arbitrary basis or any other basis protected by federal, state, or local law.

## Section 504 Equal Access Statements

For mobility-impaired persons, this document is kept at CCH's management company office located at 1855 Olympic Boulevard, Suite 200; Walnut Creek, CA 94596. Documents may be examined from Monday through Friday between the hours of 9:00 AM to 5:00 PM. You must phone to plan to examine this document. Please call (510) 632 – 6712 and TDD users may dial 711.

For hearing-impaired persons, CCH will help in reviewing this document. Assistance may include provision of a qualified interpreter at a time convenient to both CCH and the individual with disability. Please call the TDD number to schedule an appointment.

For vision-impaired persons, CCH will provide a staff person to assist in reviewing this document. Assistance may include describing the contents of the document, reading the document or sections of the document, or providing such other assistance as may be needed to permit the contents of the document to be communicated to the person with vision impairments.

Assistance to ensure equal access to this document will be provided in a confidential manner and setting. The individual with disabilities is responsible for providing their own transportation to and from the location where this document is kept.

If an individual with disabilities is involved, all hearings or meetings required by this document will be conducted at an accessible location with appropriate assistance provided.

## **Equal Opportunity Statement**

CCH will apply the same screening criteria to all applicants; however, CCH is obligated to offer qualified applicants with disabilities additional consideration in the application of rules, policies, and practices, or services and structural alterations, if it will enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing.

CCH will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, CCH will make physical or procedural changes to permit individuals with disabilities to have full advantage of housing. See Reasonable Accommodations section below.

# FAIR HOUSING

## Marketing & Outreach

### Duration

CCH shall review and update the Affirmative Fair Housing Marketing Plan (AFHMP) at least every five years, or more frequently if relevant demographics change, or as otherwise needed in order to ensure compliance with applicable federal, state, or local law/guidance and CCH guidelines, as may be amended from time to time (or any successor guidelines or directives).

### Contents

CCH shall prepare the following materials which shall comprise an AFHMP:

- Informational materials for applicants including a general description of the overall project that provides key information such as the number of units, amenities, number of parking spaces per unit, distribution of bedrooms, accessible units, etc.;
- Description of the eligibility requirement for the property;
- Description of the rules for applying and the order in which applications will be processed;
- Lottery and resident selection procedures;
- Clear description of the preference system being used (if any);
- Description of the measures that will be used to ensure affirmative fair marketing will be achieved including a description of the affirmative fair marketing and outreach methods that will be used, ample advertisements to be used, and a list of publications where ads will be placed;
- Application materials including:
  - Application for Housing Form;
  - Supplement(s) to Application;

- A statement regarding the housing provider's obligation not to discriminate;
  - Information indicating that persons with disabilities are entitled to request a reasonable accommodation or modification; and
  - An authorization for consent to release information
- CCH will utilize the HUD AFHMP unless the absence of HUD funding.

## Approval

The AFHMP must be approved by the subsidizing Agency(ies), Regulators, Investor(s), Owner, and other Stakeholders before the marketing and application process commences.

## Applicability

Aside from the advertising component of the AFHMP, which applies to all units, the AFHMP shall be applied to affordable units upon availability for the term of affordability and must consist of actions that provide information, maximum opportunity, and otherwise attract eligible persons protected under state and federal civil rights laws that are less likely to apply.

## Criminal Backgrounds

Criminal background checks are not required under these AFHMP guidelines. However, if criminal inquiries and checks will be utilized after the initial application process, the use of such inquiries and checks are subject to the approval of the Subsidizing and Funding Agency(ies). Criminal background screening shall not be conducted as a precondition for an applicant participation in the lottery.

CCH complies with applicable Ban-The-Box and Fair Chance Ordinances at each property. **See EXHIBIT C.**

## Outreach and Marketing

Marketing should attract the community by extending to the regional statistical area as well as the state and must meet the following requirements:

- Advertisement Notices should be sent to local fair housing commissions, non-profit housing corporations, other low-income

housing advocacy organizations serving low-income individual, disabled adults, and other likely to be eligible for housing units, area churches, local and regional housing agencies, local housing authorities, civic groups, lending institutions, social service agencies, community-oriented radio, internet, and other non-profit organizations;

- Advertising content will indicate Ban-The-Box or Fair Chance Ordinances;
- Announcements will be posted at the CCH Office(s), and other nearby buildings managed by CCH;
- Marketing should be included in non-English publications based on the prevalence of particular language groups in the regional area. To determine prevalence of a particular language by geographical area, see [http://www.lep.gov/demog\\_data/demog\\_data.html](http://www.lep.gov/demog_data/demog_data.html);
- All marketing should be comparable in terms of the description of the opportunity available, regardless of the marketing type (e.g., local newspaper vs. minority newspaper). The size of the advertisements, including the content of the advertisement, as well as the dates of the advertising unless affirmative advertising occurs first, should be comparable across regional, local, and minority newspapers;
- All advertising and marketing materials should indicate resident selection by lottery or other random selection procedure, where applicable;
- All advertising should offer reasonable accommodations in the application process;
- Pursuant to fair housing laws, advertising/marketing must not indicate any preference or limitation, or otherwise discriminate based on race, color, disability, religion, sex, familial status, sexual orientation, gender identity, national origin, genetic information, ancestry, children, marital status, or public assistance recipient. The prohibition includes phrases such as “active adult community” and “empty nesters.” Exceptions may apply if the preference or limitation is pursuant to a lawful eligibility requirement.

- The Fair Housing Logo and slogan should be included in all marketing materials. The logo is obtained at HUD's website: <http://portal.hud.gov/hudportal?HUD?src=/library/bookshelf11/hudgraphics/fhelogo>

### **Availability of Applications**

Advertising and outreach efforts shall identify locations where the application can be obtained. Applications shall be available at public, wheelchair accessible locations, including one that has some night hours; usually a public library will meet this need. Applications shall be available for download on CCH's website: [www.wearecch.org](http://www.wearecch.org) The advertisements and other marketing materials shall include a telephone number, as well as the TTY/TTD telephone number, and that persons can call to request an application by mail. Advertisements and other marketing materials cannot indicate that the applicants must appear in person in order to receive or submit applications or those will have an advantage over applicants who do not appear in person.

### **Informational Meeting**

At the time of initial marketing for a new building, the lottery administrator must offer one or more informational meetings for potential applicants to educate them about the lottery process and the housing development. These meetings may include local officials, developers, and local bankers. The date, time, and location of these meetings shall be published in ads and flyers that publicize the availability of lottery applications. The workshops shall be held in a municipal building, school, library, public meeting room, or other accessible space. Meetings shall be held in the evening or on weekend's days in order to reach as many potential applicants as possible. However, attendance at a meeting shall not be mandatory for participation in a lottery. The purpose of the meeting is to answer questions that are commonly asked by lottery applicants. Usually a municipal official will welcome the participants and describe the municipality's role in the affordable housing development. The lottery administrator will explain the information requested on the application and answer questions about the lottery process. CCH should be present to describe the development and to answer specific questions about the affordable units. At the

meeting the lottery administrator should provide complete application materials to potential applicants.

After initial marketing, informational meetings shall be at the discretion of building management and CCH.

### **Marketing Records**

CCH and the property shall maintain records of its activities in implementing the affirmative marketing plan, including records of advertisement and other community outreach efforts. Racial and ethnic characteristics of applicants and tenants will be maintained at the management office and will be updated annually. CCH complies with the marketing requirements of the regulatory funders of the project.

# **VIOLENCE AGAINST WOMEN ACT (VAWA)**

## **Notice**

The Violence Against Women Act (VAWA) provides legal protections for victims of domestic violence, dating violence, sexual assault, or stalking. These protections prohibit CCH from denying assistance and from evicting or terminating assistance from individuals and their affiliates if the asserted grounds for such actions are an instance of domestic violence, dating violence, sexual assault, or stalking.

VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees properties owned and/or managed by CCH are in compliance with VAWA.

All applicants admitted to CCH housing will be required to sign form HUD-91067, the VAWA Lease Addendum, which informs residents of their protections under this act. In addition, all applicants will be provided with the Notification of Occupancy Rights, form HUD-5380 and Certification form HUD-5382 upon acceptance or denial for housing.

## **Protections for Applicants**

If you otherwise qualify for assistance, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

If an applicant or resident requests protection provided under VAWA, CCH will provide the applicant with the HUD-approved certification form, Form HUD-5382, where the request for protection shall be certified. CCH shall be mindful that the delivery of the certification form to the resident or applicant via mail may place the victim at risk, and therefore will work with the applicant or resident for an acceptable delivery arrangement. In lieu of the certification form or in addition to it, CCH may accept a federal, state, tribal, territorial, or local police record or court record or documentation signed and attested to by a professional (employee, agent, or volunteer of a victim service provider, an attorney, medical personnel, etc.). from which the victim has sought assistance in

addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse.

## **VAWA Documents**

All documents relating to an individual's domestic violence, dating violence, sexual assault, or stalking will be retained in a separate, secure location apart from other resident files. All CCH policies, procedures, forms, etc., and HUD forms related to VAWA are provided in an exhibit to the Resident Selection Criteria. **See EXHIBIT J.**

# PREFERENCES

CCH has many properties that are specially funded and therefore adopt special eligibility criteria and additional requirements in order for applicants to be accepted. CCH will inform all applicants of available preferences, and give all applicants the opportunity to show that they qualify for any preference(s). The below preference(s) apply to all CCH communities, unless otherwise stated in **EXHIBIT E** of this RSC.

## General Preferences (Federal & State)

HUD 221(d)(3) Statutory Preference (HUD 221) – Federal or Presidential Disasters: Preference will be given to applicants who have been displaced from units by government action or a presidentially-declared disaster. This will be verified through the displacing agency or by reviewing documentation provided by government agency as necessary.

## Leasing Priorities

### Accessible Units

Should a unit become available that includes special accessibility features, applicants needing these features will be given priority preference over applicants who do not indicate a need. These needs will be verified via third-party with a licensed medical professional following CCH's Reasonable Accommodation and Modification Policies and Procedures.

### Physical Rehabilitation

Should a unit within the property or CCH portfolio require significant physical rehabilitation, CCH may give transfer priority preference to households, with funder approval.

### Housing Authority Vouchers

The community gives priority preference to applicants for the Housing Authority (HA) Project Based Vouchers (PBV) assistance for units the property has under contract with the HA. Referrals for these units are under the specific guidelines related to the HA PBV qualification criteria directly administered by the HA.

## HUD Section 8

In communities with apartments subsidized under the Section 8 program, HUD requires that no less than 40% of the Section 8 units that become available for occupancy in any project fiscal year be leased to extremely-low income families.

Each time a vacancy occurs, management will review both (1) the move-ins for the prior 12 months and (2) the prior 10 move-ins to ensure they both meet the 40% income targeting - households who meet the eligibility requirements and the Extremely Low-Income Limit. If the 40% is not met, it is necessary for management to “skip” applicants on the waiting list (in chronological order) who meet the eligibility requirements but not meeting the Extremely Low-Income Limit to only process applicants who meet both.

## Avoiding Potential Discriminatory Effects

The local selection preferences must not disproportionately delay or otherwise deny admission of non-local residents that are protected under state and federal civil rights laws. The AFHMP should demonstrate what efforts will be taken to prevent a disparate impact or discriminatory effect. For example, the community may move minority applicants into the local selection pool to ensure it reflects the racial/ethnic balance of the HUD defined Metropolitan Statistical Area as described below. However, such a protective measure may not be sufficient as it is race/ethnicity specific; the AFHMP must address other classes of persons protected under fair housing laws who may be negatively affected by a local preference.

To avoid discriminatory effects in violation of applicable fair housing laws, the following procedure should be followed unless an alternative method for avoiding disparate impact (such as lowering the original percentage for local preference as needed to reflect demographic statistics of the MSA) is approved by the Subsidizing Agency. If the project receives HUD financing, HUD standards must be followed.

<sup>1</sup>Note: This protective measure may not be dispositive with respect to discriminatory effects. For example, the non-local applicant pool may contain a disproportionately large percentage of minorities, and therefore adjusting the local preference pool to reflect demographics of

the regional area may not sufficiently address the discriminatory effect that the local preference has on minority applicants. Therefore, characteristics of the non-local applicant pool should continually be evaluated.

# UNIT STANDARDS & ACCESSIBILITY

## CCH Guidelines

CCH has adopted a general occupancy rule of a minimum of one person per bedroom and maximum of two persons per bedroom plus one.

A maximum of two persons can occupy studio units and a minimum of one person.

A maximum of three persons can occupy one-bedroom units and a minimum of one person.

A maximum of five persons can occupy two-bedroom units and a minimum of two persons.

When counting household members, every member listed on the application, 50059, TIC, or lease is counted including all full-time members, temporarily absent members, children anticipated to live with the family, live-in aides, foster children, and foster adults.

CCH is required to establish occupancy standards that will assist as many as possible (without overcrowding) and minimize vacancies.

CCH must comply with all reasonable state and local health and safety restrictions regarding the maximum number of persons permitted to occupy a unit. In the absence of such restrictions, 'overcrowding' is deemed to occur when the total number of persons in the unit exceeds two persons per habitable sleeping room. A habitable sleeping room is any room except: kitchen, bathroom, hallway, or dining room.

CCH will take into consideration the composition of the household when determining the appropriately-sized unit. Persons of different generations, opposite gender, and unrelated adults will not be required to share a bedroom.

Below is CCH's adopted Occupancy Guidelines, please note that program requirements may require more restrictive occupancy minimums and maximums at this Property. **See EXHIBIT E.**

## Occupancy Guidelines

The occupancy standard is the minimum and maximum number of household members that may reside in a specific unit. When counting

household members, every member listed on the application, HUD-50059, TIC, or lease is counted including all full-time members, person temporarily absent from the unit, children anticipated to live with the family, children away at school, live-in aides, foster children and foster adults.

In the event an applicant household member, or someone associated with that household, has a physical or mental disability, which requires a variance from these occupancy standards, the applicant should make a request for reasonable accommodation which may be granted if it does not create an undue financial or administrative burden or create a fundamental change to the nature of the property. As with all accommodation request, whether the request is reasonable will be evaluated on a case-by case basis.

## Accessible Units

CCH properties may contain units that are fully accessible, including features for persons with mobility, visual, and/or hearing impairments.

In the event that an accessible unit designed to meet the special needs of persons with mobility impairments becomes available, preference will be given to a current tenant in the building who requires and has requested an accessible unit. Tenants or applicants may also request a modification to any unit in the building to accommodate special needs as a result of a disability.

In the event that no tenant is available for transfer, CCH will market to individuals with mobility impairment before offering the unit to an individual who does not require its accessible features. If all marketing efforts do not result in finding such an applicant, the unit will be offered to the next eligible applicant. Should the unit be offered to an applicant or tenant who does not require its modifications, they will be required to sign an agreement to transfer to a comparable non-accessible unit within the building should a tenant or applicant require an accessible unit in the future. Failure to transfer as agreed shall be deemed non-compliance with the Lease and be cause for termination of the Lease.

Property specific accessible units and features are provided in an exhibit to the RSC. **See EXHIBIT E.**

# REASONABLE ACCOMMODATIONS

## Policy Statement

CCH will apply the same screening criteria to all applicants. However, CCH is obligated to offer qualified applicants with disabilities additional consideration in the application of rules, policies, and practices, or services and structural alterations, if it will enable an otherwise eligible applicant or tenant with a disability an equal opportunity to access and enjoy the housing program.

This community is committed to making the apartment community readily accessible and usable by individuals with disabilities. The community will consider any request by or on behalf of a disabled applicant or resident for:

- A) A reasonable accommodation requesting a change in its rules and/or policies; or
- B) A reasonable modification relating to alteration of the common areas or an individual unit

Any such request should be made in accordance with our Reasonable Accommodation or Modification Policy and Procedure (RAMPP) presented in and exhibit to the RSC. **See EXHIBIT B.**

# LIVE-IN AIDE/CARE ATTENDANT

## Policy Statement

Federal, state, and local civil rights laws require CCH reasonably accommodate applicants and residents with disabilities. When a resident or applicant requests a Reasonable Accommodation to have a Live-In Aide, management must follow established procedures to ensure that the Live-In Aide meets applicable criteria and is aware of all rules and obligations that accompany residing on the premises. The Live-In Aide policy attempts to place responsibility for the aide's selection, delivery of services, and conduct with the resident while not limiting or impairing the rights of the person with disabilities or violating Section 504 of the Rehabilitation Act or the Fair Housing Act.

It is unlawful to refuse to make Reasonable Accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with disabilities equal opportunity to use and enjoy a dwelling unit, including public and common use areas. CCH applies the Live-In Aide Policy in cases where a Reasonable Accommodation has been requested to allow a person with disabilities to have an aide live in their apartment to provide essential care. This Aide must not be obligated for the individual's support, and would not be living in the unit except to provide the support services.

The entire Live-In Aide Policies and forms are presented in an exhibit to the RSC. **See EXHIBIT L.**

# ELIGIBILITY

## CCH & Program Requirements

### Asset Limitations (HOTMA)

All applicants of HUD Multifamily Housing Programs, except Section 202/811 PRAC, Section 236 IRP, Section 811 PRA, and SPRAC, are restricted to admission and/or assistance if the family owns real property that is suitable for occupancy by the family as a residence or has assets in excess of \$100,000, as adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers.

CCH will enforce the asset limitation for examinations effective on or after January 1, 2025.

For all families housed and receiving assistance as of January 1, 2024, at a CCH managed property, meet the definition of extremely low income at reexamination, and are found to be non-compliant with the asset limitation, CCH will not enforce the asset limitation at reexamination. Such families will not be subject to termination of assistance or eviction proceedings due to non-compliance with the asset limitation at reexamination. All other families will be subject to a limited enforcement policy and provided six months to cure noncompliance at reexamination.

### Self-Certification of Net Family Assets (HOTMA)

CCH has not adopted a policy to allow for self-certification of net family assets for families with net family assets that are equal to or below \$50,000 and will verify all family's assets on an annual basis for the HUD Multifamily Housing Programs.

For all other programs, especially for the Low-Income Housing Tax Credit program, CCH must accept a family's self-certification of net family assets and anticipated income earned from assets if the assets are no more than \$50,000 without taking additional steps to verify accuracy at admission and reexaminations.

### Citizen/Non-Citizen Requirements

By law, only U.S. citizens and noncitizens with eligible immigration status as determined by HUD may receive assistance under the HUD

Multifamily Programs, except Section 202 PAC, Section 202 PRAC, and Section 811 PRAC. All family members who wish to be considered for one of these programs, regardless of age, must declare their citizenship or immigration status.

U.S. Citizens must sign a declaration of citizenship. Eligible noncitizens, under the age of 62, must sign a declaration of eligible immigration status, provide documentation of their status, and sign a verification consent form to verify eligible status with the Department of Homeland Security. Eligible noncitizens age 62 or older must sign a declaration of eligible immigration status and provide proof of age. Ineligible noncitizens must sign a declaration stating that they do not claim eligible immigration status. Mixed households with one or more ineligible family member(s) are eligible for prorated assistance.

CCH will require applicants to do the following:

- Complete a Family Summary Sheet listing all family members who will reside in the apartment.
- Complete a Citizenship Declaration for each family member listed on the Family Summary Sheet.
- Contain at least one member of the applicant household be a citizen or national of the United States, or an eligible non-citizen as defined by HUD (24 CFR part 5, subpart E).

### **Consent and Verification Forms (HOTMA)**

All applicants of CCH must have the head of household, the spouse and/or co-head, and all other adults and emancipated minors in each applicant household sign a CCH Authorization for Release of Information.

All applicants of HUD Multifamily Housing Programs must sign the consent form (Authorization for the Release of Information Forms HUD-9886/HUD-9887) at admission, and participants must sign the consent form no later than their next interim or regularly scheduled income reexamination. If signed on or after January 1, 2024, they do not need to sign and submit subsequent consent forms except under the following circumstances: (1) Any person 18 years or older becomes a member of the family (2) a member of the family turns 18 years of age (must sign

consent forms within 30 calendar days of 18<sup>th</sup> birthday); or (3) a prior Revocation of Consent (see section below).

All information provided by applicants will be verified in accordance with HUD Regulations and Requirements, as stated in HUD Handbook 4350.3REV-1 and any State Low Income Housing Tax Credit Agency or Local Funding Entities. Applicants will be required to sign appropriate forms authorizing management to verify any and all factors that affect the applicant's eligibility, the rent that the applicant will pay, or the subsidy that they would receive.

### **Revocation of Consent (HOTMA)**

Executed consent forms will remain effective until the family is denied assistance, the assistance is terminated, or if the family provides written notification to CCH to revoke consent. Families have the right to revoke consent by providing written notice to CCH; however, revoking consent will result in termination of assistance or denial of admission by CCH policy. If a family voluntarily leaves a HUD Multifamily Housing Program, the family's assistance is considered to be terminated and the signed consent forms will no longer be in effect.

Revocation of consent or refusal to sign the consent forms prohibits CCH from requesting and accessing income information and financial records, including pulling EIV reports and using EIV data to verify income. CCH will not be able to process initial, interim or annual reexaminations of income, including when a family's income decreases and the family requests an interim reexamination to decrease tenant rent, without the family's executed consent form(s).

### **Credit Requirements**

CCH does not conduct a credit history as reported by credit bureaus and the existence, positive or negative, or lack of credit existence is not part of our resident selection criteria.

### **Deductions and Expenses**

#### ***Dependent Deduction***

Effective January 1, 2024, the dependent deduction amount is \$480 and will be adjusted annually and applies to a family's next annual or interim reexamination after the annual adjustment. HUD publishes annual

adjustments by the first of September and CCH will implement on the following first of January.

### ***Elderly/Disabled Family Deduction***

Effective January 1, 2024, the elderly/disabled family deduction is \$525 and will be adjusted annually and applies to a family's next annual or interim reexamination after the annual adjustment. HUD publishes annual adjustments by the first of September and CCH will implement on the following first of January.

### ***Unreimbursed Health and Medical Care Expenses and Reasonable Attendant Care and Auxiliary Apparatus Expenses Deduction***

The sum of unreimbursed health and medical care and reasonable attendant care and auxiliary expenses that exceed ten (10) percent of the family's annual income can be deducted from annual income. Please see definition section for more details.

## **Hardship Exemptions for Expenses (HOTMA)**

CCH will provide hardship relief to any family that demonstrates its eligible health and medical care expenses, that qualify under HUD regulation, or disability-related expenses, that meet the HUD definition of a disability related expense, exceeds 5% of the family's annual income.

Families may be eligible for relief under one of two categories: (1) Phased-In Relief or (2) General Relief. A family that receives phased-in relief may request to receive general relief; however, once a family chooses to obtain general relief, a family is no longer eligible to receive the phased-in relief.

### ***Phased-In Relief***

All families who receive a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next annual reexamination or interim reexamination (whichever occurs first after January 1, 2025). Families will have eligible expenses deducted that exceed five (5) percent of annual income for twelve (12) months, and then seven-point five (7.5) percent for the next twelve (12) months. After the twenty-four (24)

months, the family will remain at the ten (10) percent threshold, unless the family qualifies for relief under the general relief.

CCH will not establish a policy to continue the phased-in relief, beyond the twenty-four (24) months, for families who were eligible for relief as of January 1, 2024, and who are treated as new admissions under a different program.

### ***General Relief***

To receive general relief, a family must demonstrate that the family's unreimbursed health and medical care expenses or unreimbursed reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change in circumstances that would not otherwise trigger an interim reexamination.

Relief is available regardless of whether the family previously received an unreimbursed health and medical care expense deduction, unreimbursed reasonable attendant care and auxiliary apparatus expense deduction, are currently receiving phased-in hardship relief, or were previously eligible for either this general relief or phased-in relief.

Families will receive a deduction for the sum of the eligible expenses that exceed 5 percent of annual income and relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. CCH does not allow for an extension of the relief for any additional 90-day periods.

### **Drug Abuse & Criminal Activity Requirements**

HUD Regulations require that we deny admission to applicant households under the following: (1) Any household member was evicted in the last three (3) years from federally assisted housing for drug-related criminal activity, (2) Any household member is currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents, (3) Any household member is subject to a State sex offender lifetime registration requirement, or (4) Any household member, if there is reasonable cause to believe that the member's behavior, from abuse or pattern of abuse of alcohol, may

interfere with the health, safety, and right to peaceful enjoyment by other residents.

In addition to HUD Regulations and in lieu of the community's HUD Multifamily Programs for applicants, CCH requires that all applicants must meet our criteria below, unless otherwise stated in **EXHIBIT E**.

Any household member who has any conviction within three (3) years for any of the crimes listed in CCH's Criminal Criteria, will have an individualized assessment conducted to determine whether the person poses a threat to resident safety or property.

CCH Criminal Criteria:

- Arson – Offenses relating to the willful or malicious burning or attempting to burn property.
- Assault and Battery – Offenses relating to risk or threat of injury and bodily harm or infliction of actual physical injury and bodily harm (like reckless endangerment) OR to assault with intent to commit other crimes or infliction of actual physical injury and bodily harm (like aggravated assault, assault with intent to kill or commit sexual abuse).
- Burglary – Offenses relating to the possession of criminal tools or breaking and entering a vehicle and accessory to burglary or offenses relating to breaking and entering of the building of another with an intent to commit a crime (like home invasions).
- Domestic Crimes – Offenses relating to domestic violence or offenses against family/household members (like violating a protective order or non-support of dependents).
- Most Serious Drug Crimes – Offenses relating to production or manufacture of methamphetamine.
- Harassment – Offenses relating to intimidating or putting a person in fear for their safety (like annoying phone calls, invasion of privacy, or intimidating a witness).
- Homicide – Offenses relating to operation of motor vehicle (like DUI resulting in death or vehicular homicide), offenses relating to negligent or involuntary manslaughter, manslaughter offenses not involving malice aforethought (like voluntary manslaughter), or

homicide offenses involving malice aforethought (like murder or attempted murder).

- Robbery – Offenses relating to theft by use of force or violence (like armed robbery).
- Sex Crimes – Offenses relating to prostitution, pornography, lascivious conduct (like indecent exposure or solicitation for sex/pandering), offenses relating to sexual abuse of adults, children, or minors.
- Theft/Larceny – Offenses relating to knowingly obtaining control over another's property with intent to deprive owner of their property (like grand larceny or automobile theft).
- Weapons Related – Offenses relating to possession or use of firearms, terrorism, and weapons of mass destruction.

### **Enterprise Income Verification (EIV) Usage (HOTMA)**

CCH must use HUD's EIV system in its entirety for HUD Multifamily Housing Programs and provide separate EIV Policies and Procedures. CCH will use HUD's EIV system and reports as follows:

- At Application Processing
  - Existing Tenant Search
- Monthly after admission
  - Deceased Tenants Report
  - Failed EIV Prescreening Report
  - Failed Verification Report
  - Identity Verification Report
  - Income Discrepancy Report
  - Income Report for MFH Programs
  - New Hires Report
  - No Income Reported by HHS or SSA
  - No Income Reported on 50059
  - Summary Report

CCH does not use EIV to verify tenant employment and income information at interim reexaminations of family composition and income. CCH will verify tenant employment and income information at interim reexaminations of family composition and income outside of HUD's EIV system, but will document when such changes are reported during monthly reports of HUD's EIV system.

CCH will utilize HUD's Income Verification Tools (IVTs), Income Discrepancy Reports, and discrepancy logic once updated and ready for use.

### **Fraud/Interference**

Any applicant whose conduct interferes with, hinders, delays, obstructs, or otherwise prevents the application process from being completed may be denied. Any information provided by the applicant that is later proven to be untrue by verification may be used to disqualify the applicant for admission on the basis of attempted fraud. Fraud is defined by HUD as an applicant or resident knowingly providing inaccurate or incomplete information.

### **Hardship Policy Requirements (HOTMA)**

CCH has established the following policies defining what constitutes a hardship (i.e. when a family is unable to pay rent, triggering eligibility for a hardship exemption).

#### ***Qualifications of Hardship Exemptions***

Families will qualify for a hardship exemption when (1) rent, utility payments, and expenses (child-care or health and medical expenses) are more than 50 percent of the family's adjusted income or (2) a family has experienced and paid for unanticipated expenses (not eligible for reimbursement), such as large medical bills (verified by CCH via third party).

#### ***Verifications of Hardship Exemptions***

CCH will obtain third-party verification of the family's inability to pay rent.

#### ***Notifications of Hardship Exemptions***

CCH will promptly notify families in writing of the change in the determination of adjusted income and the family's rent resulting from the

application of a hardship exemption. Written notice will (1) inform the family of the dates that the hardship exemption will begin and expire, (2) the requirement for the family to report to CCH if the circumstances are no longer applicable, and (3) that the family's adjusted income and tenant rent will be recalculated upon expiration of a hardship exemption.

### ***Notifications of Hardship Exemptions Denial***

CCH will promptly notify families in writing if they are denied either an initial hardship exemption or an additional 90-day extension of the exemption along with the specific reason for the denial.

### ***Notifications of Hardship Exemptions Termination***

CCH will notify family when hardship exemptions are no longer necessary and will be terminated because the circumstances are no longer applicable and will include the termination date and 30 days' notice of rent increase (if applicable).

### ***Extensions of Hardship Exemptions (90-Day Periods)***

CCH, at its discretion, will not extend hardship exemptions, unless the circumstances surrounding the initial qualification of the hardship exemption have extended beyond its original verification and determination by CCH.

## **Income Limits**

For units not subsidized under one of the HUD Multifamily Housing Programs, applicant households must meet the minimum income requirements for the unit. The minimum monthly income is set at two (2) times the rent for the unit. CCH may review and amend this requirement if deemed necessary. Minimum income is not applicable to applicants under one of the HUD Multifamily Housing Programs or with a Section 8 voucher from a Housing Authority.

All household's annual income must not exceed the applicable income limit for the community and/or unit as established by HUD and/or the IRS, and as published in EXHIBIT I.

## **Identification**

Positive identification with a picture will be required for all adult applicants (photocopy may be kept on file), it should be a valid and

current government agency issued identification. Please note that government, does not mean exclusively the United States. Identification could be a driver license, state-issued identification card, passport, or any other government-issued photo identification. Some examples of unacceptable identification are local transportation cards, check-cashing identification, and other privately-issued identification. Applications must include the date of birth of all applicants to be considered complete.

## **Interim Reexaminations**

### ***Reporting Changes (HOTMA)***

Families must report all changes to household composition, income, and deductions within ten (10) business days, not to exceed fourteen (14) calendar days, of the change.

CCH is required to review changes reported by families within a reasonable time, not to exceed thirty (30) days.

### ***Changes Reported Timely***

When families report a change in family income or composition in a timely manner, as described above, CCH will provide the family with a thirty- (30) day advance notice of any rent increase, and such increase will be effective the first day of the month beginning after the end of the thirty- (30) day advance notice. CCH will provide the family with a notice of any rent decrease and such decrease will be effective the first day of the month after the date of the actual change, which may be retroactive.

### ***Changes Not Reported Timely***

If families have failed to report a change in family income or composition in a timely manner, as described above, CCH must implement any resulting rent increase retroactively to the first day of the month following the date of the change. CCH will implement any resulting rent decreases no later than the first rent period following the completion of the Interim Reexamination, unless CCH failed to process the family's reported change within a reasonable time, not to exceed thirty (30) days.

### ***Decreases in Adjusted Income (HOTMA)***

A family may request an interim determination of family income for any change since the last determination. CCH will process an interim reexamination when there is a decrease in family size attributed to the

death or permanent move-out from the assisted unit of a family member during the period since the family's last reexamination that results in a decrease in adjusted income of any amount. CCH will only conduct an interim reexamination of family income if CCH estimates that the family's adjusted income will decrease by an amount that is at least 10 percent of the family's annual adjusted income. CCH will not round up calculated percentages (e.g. a calculated decrease of 9.5 percent will not be rounded up to 10 percent).

### ***Increases in Adjusted Income (HOTMA)***

CCH must conduct an interim reexamination of family income when CCH becomes aware that the family's adjusted income has changed by an amount that CCH estimates will result in an increase of 10 percent or more in annual adjusted income or another amount established through a HUD notice, with the following exceptions:

- CCH may not consider any increases in earned income, unless the family has previously received an interim reduction during the same reexamination cycle.
- CCH will not conduct an interim reexamination during the last three (3) months of a certification period, unless the family has delayed reporting the income increase until the last three (3) months of their certification period.

### ***Non-Interim Reexamination Transactions (HOTMA)***

Families may experience changes within the household that do not trigger an interim reexamination, but are still required to be reported to CCH. In these cases, CCH must submit a separate action code to HUD, for the following transaction types:

- Adding or removing a hardship exemption for the child-care expense deduction
- Updating or removing the phased-in hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction;
- Adding or removing general hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction;

- Adding or removing a minimum rent hardship
- Adding or removing a non-family member (i.e., live-in aide, foster child, foster adult);
- Ending a family's EID or excluding 50 percent (decreased from 100%) of a family member's increase in employment income at the start of the second 12-month EID period;
- Adding a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Removing a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Adding/Updating a family or household member's Social Security Number; and
- Updating a family member's citizenship status from eligible to ineligible or vice versa, resulting in a change to the family's rent and/or utility reimbursement, if applicable (i.e., family begins receiving prorated assistance or previously prorated assistance becomes full assistance), or updating the prorated rent calculation due to the addition or removal of family members in household with an ineligible noncitizen(s).

CCH will make all other changes to assets, income, and deductions at the next annual or interim reexamination of income, whichever is sooner.

### **De Minimis Errors in Income Determinations (HOTMA)**

CCH will take corrective action to credit or repay a family if the family was overcharged tenant rent because of de minimis errors (no more than \$360 annually) in calculating family income. If a family is undercharged for rent due to an owner miscalculation of income, families may not be required to repay.

CCH will provide credit to tenant accounts for any de minimis errors in calculating family income, unless the amount is over \$99. For amounts over \$99, CCH will provide a one-time repayment by check.

### **Other Means/Determination of Family Income (HOTMA)**

CCH will not determine a family's annual income, including income from assets, prior to the application of any deductions based on income

determinations made within the previous 12-month period, using income determinations from other means-tested public assistance (i.e. “Safe Harbor”).

## **Rent Formulas**

The applicant family must agree to pay the rent required by the programs regulating the property.

HUD guidelines require all tenant rents (monthly, prorated move-in/out) round up or down to the nearest whole dollar.

CCH adopts this guideline to all other housing programs.

## **Rental History**

CCH verifies two (2) consecutive years of rental history and the absence of previous rental history by itself will not be a reason to reject an applicant. If any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicant’s “misrepresentation” of information. Applicants must not have more than one (1) eviction in the past three (3) years OR two (2) evictions in the past five (5) years.

## **Residency/Assistance Requirements**

All applicants must agree that their rental unit will be their sole place of residency. Applicants are allowed to own real estate, whether they are retaining it for investment purposes as with other assets, or have the property listed for sale; however, they may never use this real estate as their residence while they live in an affordable housing unit or unless more restrictions exist within a HUD Multifamily Housing Program.

All applicants MUST disclose if they are currently receiving HUD housing assistance. CCH will not knowingly admit or assist applicants who maintain a residence in addition to the HUD-assisted unit. Nothing prohibits a HUD housing assistance recipient from applying to a CCH community; however, the applicant must move out of the current property where assistance is being received or may need to forfeit any Housing Choice Voucher before HUD assistance and admittance at this community can begin.

CCH will use the Enterprise Income Verification (EIV) System's Existing Tenant Search to determine if the applicant or any member of the applicant household is currently receiving HUD assistance.

Special consideration applies to: (1) Minor children where both parents share 50% custody, (2) Recipients of HUD assistance in another unit who are moving to establish a new household when other family/household members will remain in the original unit

This information will be reviewed on an annual basis, at each annual certification. If any household member receives assistance in another HUD assisted unit while receiving assistance at this community, the household member will be required to reimburse HUD for assistance paid in error. This is considered a material lease violation and may result in penalties up to and including eviction and pursuit of fraud charges.

If assistance becomes available and the other aspects of the eligibility review show that the applicant family is eligible for housing assistance, that assistance may be provided if at least one member of the applicant household has submitted the required documentation. Following verification of the documentation submitted by all family members, assistance may be adjusted depending on the immigration status verified.

If the review results in a determination of ineligibility, applicants will have an opportunity to appeal the decision. Also, if the final determination concludes that only certain members of the applicant family are eligible for assistance, the family may be eligible for proration of assistance. This means that when assistance is available, a reduced amount may be provided for the applicant family based on the number of members who are eligible.

### **Social Security Number**

All household members must disclose and provide verification of the complete and accurate Social Security Number (photocopy may be kept on file) assigned to them unless no Social Security Number has been assigned and the household member meets one of the following exceptions:

- Household members who do not contend eligible immigration status

- Household members who were age 62 or older on January 31, 2010 and whose initial determination of eligibility was begun before January 31, 2010

CCH Must deny and/or terminate HUD assistance, in accordance with the provisions governing the program, if the assistance applicant does not meet the applicable Social Security Number disclosure, documentation, and verification requirements.

Applicants may not be required to disclose or provide verification of a Social Security Number at the time of being placed on a Waiting List; however, they must disclose and provide verification of a Social Security Number for all non-exempt household members before they can be housed. If all non-exempt household members have not disclosed and/or provided verification of their Social Security Number at the time a unit becomes available, the next eligible applicant will be offered the available unit. Applicants will have 90 days from the date they are offered the available unit to disclose and/or verify the Social Security Number. During this 90-day period, the applicant may retain their place on the Waiting List. After 90 days, if the applicant is unable to disclose and/or verify the Social Security Numbers of all non-exempt household members, the applicant will be determined ineligible and removed from the Waiting List.

If a child under the age of 6 is added to the household within the 6-month period prior to the household's date of admission and the child's Social Security Number and verification are not available, the household will have 90 days after the date of admission to provide the number and documentation. An extension of one (1) 90-day period would be allowed under circumstances beyond the family's control.

The Social Security Number provided will be compared to the information recorded in the Social Security Administration database (through HUD's Enterprise Income Verification System) to ensure that the Social Security Number, birth date, and last name match. If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated and any assistance paid in error must be returned to HUD. If the applicant/resident deliberately provides an

inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted fraud.

### ***Verification of Social Security Number (HOTMA)***

CCH will first attempt to obtain a valid SSN Card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information. If unsuccessful, a Self-Certification of SSN and at least one third-party document, such as a bank statement, utility, or cell phone bill, benefit letter, etc., that contains the name of the individual will meet the verification requirements.

If a SSN is verified in EIV, for HUD Multifamily Housing Program units, then no further verification is required; however if the SSN fails the SSA identity match, then CCH must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individuals. Assistance must be terminated if failure to provide required documentation.

## **Student Eligibility**

### ***HUD Multifamily Housing Programs***

If a student becomes ineligible after move-in, their assistance may be terminated in accordance with program guidance. The household's rent may be increased to the market rate rent for the unit.

A student must meet all of the following criteria in order to be eligible for HUD assistance programs:

- Be of legal contract age under state law
- Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, OR
- Meet the U.S. Department of Education's definition of an independent student as follows:
  - The individual is 24 years of age or older by December 31 of the award year;

- The individual is an orphan, in foster care, or ward of the court or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older;
- The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
- The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces or other than training purposes;
- The individual is a graduate or professional student;
- The individual is married individual;
- The individual has legal dependents other than a spouse;
- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by:
  - A local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act
  - The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director
  - The director of a program funded under subtitle B of the title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director
  - A financial aid administrator

- The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.
- Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if not assistance will be provided. This certification is not required for vulnerable youth populations, including individuals who are orphans, in foster care, wards of the court, emancipated minors, unaccompanied homeless youth, and youth at risk of becoming homeless.

### ***Low-Income Housing Tax Credit Program***

In a Tax Credit unit without HUD assistance, tenancy can be terminated if the household does not meet the student requirements.

Applicant households containing full-time students must meet the IRS Section 42 regulations regarding full-time student households at all times or they are not eligible to move-in or remain as a tax credit eligible family.

The IRS defines a full-time student as one who attends an educational institution with regular facilities, other than a correspondence or night school, during at least five months of the calendar year for which application for housing has been made. The educational institution determines whether a student is full or part-time.

If a household is comprised entirely of full-time students, they must meet one of the following criteria in order to be eligible for a Tax Credit unit:

- All members of the household are married and either file or are entitled to file a joint tax return;
- The household consists of a single parent and their minor child(ren), and both the parent and children are not a dependent of a third party other than the parent of such children;

- At least one member of the household receives assistance under Title IV of the Social Security Act. (AFDC, TANF, CalWORKS, etc. Please note SSA or SSI do not qualify)
- At least one member is enrolled in a job training program receiving assistance under the Work Investment Act (WIA) formerly known as the Job Training Partnership Act, or similar federal, state, or local laws as defined by HUD 4350.3 REV-1;
- The household consists of a tenant under the age of 24, who has exited the Foster Care system within the last six (6) years.

### **Section 8**

An individual cannot reside in a Section 8 unit if the individual:

- Is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- Is under the age of 24; and
- Is not married; or
- Is not a veteran of the United States Military; or
- Does not have a dependent child; or
- Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving Section 8 assistance as of November 30 2005; or
- Is not living with their parents who are receiving Section 8 assistance; or
- Is not individually eligible to receive Section 8 assistance or has parents (individually or jointly) who are not income eligible to receive section 8 assistance.

# APPLICATION PROCEDURES

## Complete an Application For Housing

Assistance is available if applicants require assistance to complete an ***Application For Housing*** by contacting the Property or Leasing Agent.

All applicants must complete and ***Application For Housing*** and certify that all information supplied is complete and accurate. Providing false, inaccurate, or incomplete information may disqualify a prospective tenant. Intentionally providing false information on any part of the application is considered fraud and may result in failure of the applicant to obtain a housing offer. If discovered after an applicant becomes a tenant, this may result in loss of housing or housing assistance. ***Applications For Housing*** should be completed in entirety to the best knowledge of the applicant(s); if an Applicant is unaware or chooses to not disclose information, they may provide a response of "N/A" as informed on the ***Application For Housing***. Incomplete applications may be excluded from lottery processing or may delay eligibility processing.

In addition to the application, applicants must complete ***HUD Form 92003, Supplement to Application for Federally Assisted Housing***. This form gives the applicant the opportunity to identify an individual or organization that may be contacted to assist in resolving any issues that may arise during the application or tenancy process.

## Submit an Application For Housing

The ***Application For Housing*** must be signed and dated by digital signature if submitted electronically, or if a physical copy is submitted, by all adult members for the application to be considered. Applications can be submitted electronically, by mail, or in person as indicated on the ***Application For Housing*** Cover Page or Property Marketing Flyer.

Any applicant who appears to qualify after management reviews the application, but before any information is formally verified, will be placed on the Waiting List. The applicant is then informed approximately how long the wait for an apartment may be. All applicants on the waiting list are required to provide timely changes to their contact information.

# WAITING LISTS

## Waiting List Policy

CCH administers its Waiting Lists as required by HUD or other Regulatory Agencies' handbooks and regulations. Accepting an applicant from a lower waiting list position before one in a higher position violates this policy and may be regarded as being discriminatory.

## Waiting List Administration

### Opening and Closing the Property Waiting List

In order to maintain a balanced application pool, CCH may, at its discretion, restrict application intake, suspend application intake, or open/close waiting lists either in whole or in part. Any waiting list opening may require a new lottery for new applicants.

Decisions about opening/closing the waiting lists will be based on the number of units turned by the property processes annually, applications available for a particular size and type of unit, number of applicants who qualify for a Property Preference, and the ability of CCH to house an applicant in an appropriate unit within a reasonable period of time.

Opening/closing the waiting lists or restricting intake(s) will be announced publicly in the same manner in which CCH advertises for rent and described in the Marketing & community Outreach Section. During the period when the waiting list is closed, CCH will not maintain a list of individuals who wish to be notified when the waiting list is reopened, unless required by a Regulatory Funder.

### Updating the Property Waiting List

CCH shall update the waiting list, no less than once annually, to determine if applicants are still interested and eligible to remain on the waiting list. CCH shall, at the time of each annual update, obtain current applicant information on at least the following:

- Household characteristics (i.e. number of members, composition, or preference);
- Household income, assets, and expenses;
- Household types/needs (i.e. accessible or program units); and

- Housing contact information

The updated information will be obtained from the applicant in writing and certified by the applicant's dated signature that the information provided is true and correct. CCH will notify each applicant by mail requesting the above information and confirmation of continued interest in remaining on the waiting list. CCH must specify a reasonable timeframe in which the applicant is to respond, generally thirty (30) calendar days.

If the applicant replies affirmatively, its application will maintain its position on the waiting list. If the reply is negative (or the applicant fails to respond), the applicant will be removed from the waiting list. A final letter will be sent, to the last known address, stating the applicant's standing in the waiting list, generally within five (5) business days.

### **Contacting and Selecting Applicants from the Property Waiting List**

Applicants will be contacted when vacancies become available. The initial contact will be attempted by telephone a maximum of three (3) times within a 48-hour period; and will be followed by correspondence sent via U.S. Postal Mail stating such attempts and availability of a unit.

- If the applicant fails to respond to CCH's attempts (within fourteen (14) calendar days), they will be assumed no longer interested, removed from the Property Waiting list and CCH will move to the next applicant.
- If the applicant responds to CCH, attends all intake eligibility meetings, and meets all eligibility and program requirements, CCH may extend a Housing Unit Offer.
  - If the applicant denies the offer or fails to respond within four (4) business days, the offer will be revoked and the unit will be offered to the next qualified applicant on the waiting list.
  - Should the applicant reject the offer and there is only one suitable vacancy available, CCH may allow the applicant to be given a second offer of a suitable vacancy as soon as one becomes available (assuming they continue to meet all eligibility and program requirements).

- If the applicant rejects the second offer, the applicant will be removed from the waiting list, unless the applicant can verify that a hardship exists or that there are mitigating circumstances.
  - The reasonableness of the rejection will be determined by management and documented with the applicant's Application for Housing file.

### **Removal of Applicants from the Property Waiting List**

CCH will not remove an applicant from the waiting list unless:

- The applicant requests to be removed;
- The applicant was clearly advised of the requirement to inform CCH of their continued interest in housing by a particular time and failed to do so;
- CCH made a reasonable effort (at least three phone attempts and two written correspondence within fourteen (14) calendar days) to contact the applicant to determine if there is a continued interest in housing but has been unsuccessful; or
- CCH notified the applicant of the intention to remove the applicant's name because the applicant no longer qualifies for the property's housing units.

# ADMISSIONS

## Interview Procedures

When the applicant completes their original application, it will be preliminarily reviewed for completeness and legibility, and to determine that they meet the basic requirements to qualify for this housing program. If it appears that the applicant meets the basic requirements, the applicant will be added to the waiting list. This in no way means that an applicant qualifies for an apartment.

As an applicant's name approaches the top of the Waiting List, an interview will be scheduled. All members of the applicant's household must attend this interview. Failure to schedule and/or attend an agreed-upon time for an interview will be grounds for rejection. For applicants with limited English proficiency, language assistance is available.

All applicants must have an in-person interview with CCH staff, at which CCH will explain Resident Selection Criteria (also posted on CCH's website: [www.wearecch.org](http://www.wearecch.org)). All adults who will live in a unit must attend an interview; and all household members may be asked to sign forms that will be sent out to 3<sup>rd</sup> parties to verify information given on the application and interview forms prior to any offer to rent a unit.

CCH may offer interviews outside of normal business hours (which is generally Monday through Friday between 8:30 AM and 5:00 PM) and upon written request of Applicants to management of the community.

During the interview, all items on the application will be discussed and confirmed, and verification forms will be signed by the applicant(s) authorizing Management to verify all of these issues/items. Until all items are verified, eligibility cannot be determined, nor any housing offered. Management must make an attempt to verify all factors by "third party" verification, per HUD Regulations and Procedures. Third party verification includes sending verification forms directly to the source, but also includes the use of HUD's Enterprise Income Verification System, which pulls data directly from the Department of Health and Human Services (HHS), the Department of Housing and Urban Development (HUD), the Social Security Administration (SSA), and Medicare/Medicaid for applicants requesting HUD subsidy.

Eligibility for housing can be confirmed only after all items of income, assets, household composition, etc., which may have any bearing on the rent that they may pay or subsidy they may receive, are verified.

If any applicant is abusive, blatantly disrespectful, disruptive, or otherwise exhibits behaviors that would indicate the potential tenant may pose a significant threat/danger to themselves, other tenants, or property staff during the required interview, or such threatening behavior is witnessed by CCH staff at the property or management office outside of the interview, or the applicant otherwise known to CCH staff by credible, objective evidence, the applicant may not be accepted. (Credible objective evidence is generally defined as incident reports, witness statements, police reports, video surveillance, etc.).

## Ineligibility

Applicants may be ineligible for occupancy for various reasons including, but not limited to, the following:

1. Not meeting the eligibility requirements listed in this plan or Exhibit E.
2. Not meeting the applicable income limit published in Exhibit I.
3. Not meeting the minimum income requirement, if applicable.
4. Not meeting the student eligibility requirements.
5. Submission of false/untrue information on the Application for Housing.
6. Failing to cooperate/provide requested information during the application and interview process.
7. Failing to schedule and/or attend two interviews.
8. Refusing two unit offers without a valid medical reason or refusing three unit offers with a valid medical reason.
9. Failing to meet the criminal background screening criteria.
10. Household size not conforming to the occupancy guidelines.
11. Failing to execute or sign designated or requirement forms.
12. Failing to disclose and document Social Security Numbers on all non-exempt household members within 90 days of first unit offer.

13. Failing to ensure unit offer will be the sole residence.
14. Not willing to pay rent in the unit offer(s) (or calculated rent under subsidy program).
15. Failing to present all applicants during the interview process.
16. Misrepresenting any information related to eligibility, allowance, household composition, or rent.
17. Failing or unwilling to abide by the Smoke Free Policy.
18. Failing or unwilling to abide by the Pet and Assistive Animal Policy.
19. Failing or unwilling to abide by the Live-In Aide Policy.
20. Failing or unwilling to fulfill and execute a lease agreement, with or without the assistance of a third party, such as a live-in aide, a relative, or a contract service.
21. Exhibiting blatant disrespect or disruptive behavior, or demonstrating history of such behavior, towards management, the property, or other residents exhibited by any applicant or member of the household or friend any time prior to move-in.
22. Engaging in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of any drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents.
23. Interfering with the health, safety, and right to peaceful enjoyment from abuse or pattern of abuse of alcohol by any member.
24. Being evicted more than twice within the past five years or once within the last three years from federally assisted housing for drug-related criminal activity.
25. Any household member being subjected to a state sex offender lifetime-registration requirement in subsidized communities/units.

## Decisions

### Approval of Applicant

If the applicant satisfies all the eligibility and selection criteria and the applicant is officially approved for tenancy, CCH will send the applicant a Housing Unit Offer and Acceptance letter to schedule an appointment

for the applicant to pay any move-in costs and sign a rental lease agreement and conduct a unit inspection.

- The term of the lease will commence for a period of one (1) year (and thereafter, on a month-to-month basis), until either party terminates the lease.
- CCH may hold a unit for an applicant for only up to seven (7) calendar days upon provision of the security deposit or “promise to provide” from an agency participating in a rental/move-in assistance program.
- If the applicant does not wish to rent an available unit or fails to move-in on the agreed upon date, the applicant may be disqualified, their application may be declined, and the unit may be offered to the next qualified applicant.

### **Security Deposit**

CCH must collect a security deposit at the time of the initial lease execution, amount of security deposit does not change if a tenant’s rent changes (but may change when transferring to another unit), must comply with any applicable state and local laws governing security deposit, is refundable, may be collected on an installment basis.

CCH collects a deposit equal to one month’s total tenant rent or \$50.  
NEED

Security Deposits are placed into a segregated, interest-bearing account. CCH maintains a record of the amount in the segregated interest-bearing accounting, and allocates interest accrued on an annual basis less allowable administrative costs.

### **Rejection Procedures**

An applicant may be denied at any time if they have not or will not meet one or more of the eligibility and selection criteria. If an applicant is denied, they will be notified in writing, in timely fashion, which will state the reason for denial and their right to appeal. Appeal and Grievance Policies, Procedures, & Forms are presented as an exhibit to this RSC.

**See EXHIBIT G.**

## Appeals

Applicants have fourteen (14) calendar days after the date of the denial letter to submit a written appeal to CCH:

CCH Appeals

1855 Olympic Blvd, #320

Walnut Creek, CA, 94596

[Appeals@cchnc.org](mailto:Appeals@cchnc.org)

An appeal must consist of documentation refuting the stated reason for rejecting the applicant, or requesting a reasonable accommodation and the basis for such an accommodation.

- Available units will not be held open during the appeal procedure. If a unit is not available at the completion of the appeal procedure and the appeal is granted, the applicant will be put back on the Waiting List in its original position.
- CCH will consider any mitigating circumstances that the applicant feels would affect their application and that would overcome or outweigh information already gathered in the resident screening process.
- Mitigating circumstances must be documented in the appeal, and must corroborate the reason(s) given by the applicant for the disqualifying circumstances.
- Applicants have the right to dispute the accuracy of any information provided to CCH by the Consumer Reporting Agency or Screening Company. The contact information will be contained in the denial letter for the applicant to contact the Consumer Reporting Agency or Screening Company that provided the information to CCH.
  - The applicant has the right to obtain a free copy of the consumer report from the consumer reporting agency if the applicant requests it within 60 days of the application denial.
- CCH will notify the applicant of their final decision no more than five (5) business days of receipt of the applicant's written notice of appeal.

- CCH may require further information or research to give full consideration to the appeal, in which case will send an update letter extending their final decision date up to thirty (30) calendar days.

If a denial letter is sent and no response or new evidence is received within fourteen (14) calendar days, CCH will close the file permanently. All documentation created and collected during the application process will be kept, confidentially, for three (3) years.

Complainants have the right to a formal appeal which will be conducted by an impartial 3rd Party.

# PETS

## Policy Statement

Residents may be allowed to keep pets with CCH approval and persons with disabilities who require an Assistance Animal to assist, support, or provide services should refer to CCH's Animal Policies presented in an exhibit to the RSC. **See EXHIBIT M.**

# SMOKING

## Policy Statement

CCH properties are designated as Non-Smoking Properties. Smoking is prohibited in all areas of the property including the interior of apartments, all indoor and outdoor common areas on the property, unless otherwise noted in the attached Exceptions to General Resident Selection Criteria. **See EXHIBIT E.**

It is the responsibility of applicants and residents to inform their guests of the Non-Smoking Policy. Any violation of the Non-Smoking Policy will be deemed a material breach of the Rental Agreement and grounds for immediate termination of the Lease/Rental Agreement.

The adoption of a Non-Smoking Policy does not make the Owner the guarantor of the resident's health or that the property will be free of smoke but management shall take reasonable steps to enforce this policy.

CCH Smoke Free Housing Policy is presented in an exhibit to the RSC. **See EXHIBIT N.**

# UNIT TRANSFERS

## Policy Statement

All unit transfers will be processed in accordance with the Transfer Policy presented in an exhibit to the RSC. No transfer will be given to residents wishing to be relocated to other communities owned or managed by CCH (or same entity). **See EXHIBIT K.**

Vacant units will be filled on an alternating basis between in-place residents requiring Mandatory or Administrative Transfers or applicants on the outside Waiting List. In this manner, management will be able to avoid displacing, through eviction or other actions, current residents whose housing needs have changed since admission.

# EXHIBIT A – Resident Selection Criteria Notice





# RESIDENT SELECTION CRITERIA NOTICE



## General Notice

CCH Resident Selection Criteria has been updated and replaces all previous versions as of 05/31/2024.

## Availability

This notice is given to all residents of CCH Managed communities and applicants currently accepted and active on a CCH Managed community waiting list. The full version of the Resident Selection Criteria is available on our website or upon request.

CCH Website: [www.wearecch.org](http://www.wearecch.org)

## Revisions

CCH will occasionally update content sections of the RSC and if updates are made, this notice along with the date and sections of major changes will be listed below. After 5 revisions, a new full version will be published. Please see the list of revisions of RSC 05/31/2024 below:

<u>#</u>	<u>Date</u>	<u>Major Changes</u>
1		
2		
3		
4		
5		

Our quality affordable housing properties in caring communities do not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, marital status, ancestry, source of income, age, medical condition (cancer/genetic characteristics), creed, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related conditions (ARC), sexual orientation, gender, gender identity, gender expression, genetic information, citizenship, immigration status, primary language spoken, any arbitrary basis or any other basis protected by federal state or local law. A 504 Coordinator has been designated to coordinate compliance with the non-discrimination requirements contained in the Department of Housing and Urban Development's regulations and can be contacted at 1855 Olympic Boulevard, Suite 200; Walnut Creek, CA 94596 (510) 632-6712, TTY: 711, Cal DRE #473345



# **EXHIBIT B – Reasonable Accommodation/ Modification Policies and Forms**



# **Reasonable Accommodation/ Modification Policies and Forms**

## **Policy Statement**

It is the policy of CCH to comply fully with the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Unruh Act, and the California Fair Employment and Housing Act. This policy incorporates the requirements of those laws and applicable regulations.

CCH strives to provide equal opportunity for all individuals and seek to identify and eliminate conditions that create barriers to equal opportunity, and whenever possible, will make physical and procedural changes in order to reasonably accommodate people with disabilities to participate in and benefit from the housing, programs, and services that are administered by CCH. CCH will provide reasonable accommodations/modifications under all its properties in accordance with this policy.

CCH will review all requests for reasonable accommodation or modification on a case-by-case basis and there is no limit to the number of reasonable accommodations or modifications an applicant or resident may make. It is the responsibility of the applicant or resident to identify the type of accommodation best suited to their disability needs and are encouraged to communicate alternative accommodations that would meet their needs; however, CCH may enter into negotiation to identify alternative accommodations if the initial request is not reasonable.

Through marketing and outreach, CCH seeks to attract a broad section of low-income seniors and families, including person(s) with disabilities and will make written communications available in alternative formats such as Braille, large print, audio, or electronic formats, if requested by a person with disability or a disabled family member.

***REASONABLE ACCOMMODATIONS/MODIFICATIONS***

---

The Director of Compliance shall be designated as the Section 504 Coordinator for CCH and will be responsible for the coordination of compliance activities, record keeping, and shall be the final determiner of accommodations grievances.

## **Notification of RAMPP**

CCH will post a Notice of Non-Discrimination that provides information about CCH's Reasonable Accommodation Modification Policies and Procedures (RAMPP) and examples an applicant or resident may request. Copies of the full RAMPP and forms will be available on the CCH website, CCH Management Corporate Office(s), and the management office of each property.

At application, move-in, recertification, or at any time of a request to owner, management agent, or services, CCH's Request Form will be provided, including any assistance completing or understanding the form. CCH's Request Form is not required, but highly encouraged as it walks the requestor through all pertinent information the owner/agent may need to thoroughly and expeditiously process their request.

## **Examples of RA/Ms**

The following are examples of reasonable ACCOMMODATIONS; it is not intended to be an exclusive list:

- If a person with disabilities is unable to come to the management office due to a disability, CCH staff may upon request:
  - Reschedule the appointment/interview to accommodate the family's needs;
  - Conduct the appointment/interview by phone and mail documents to the family for signatures; or
  - Schedule a non-office visit (for example, visit at home or nursing home).

---

***REASONABLE ACCOMMODATIONS/MODIFICATIONS***

---

- If a person with disabilities is having difficulty understanding or filling out forms, the CCH staff may assist the individual, if requested, and advise the person with disabilities that they may bring someone with them to assist.
- If a person with disabilities has a hearing impairment, the CCH staff provide a Sign Language Interpreter, if requested.
- If a person with disabilities has a vision impairment, the CCH staff may, if requested:
  - Assist as a reader in completing forms
  - Permit an appointment/interview to be recorded
  - Allow the individual to bring someone to assist them; or
  - Provide alternate format materials, such as large print documents.
- Provide space to accommodate an assistive animal or device.

The following are examples of reasonable MODIFICATIONS, it is not intended to be an exclusive list:

- Installing grab bars, handrails, wheelchair ramps or level hardware for a mobility-impaired person.
- Modifying units for hearing-impaired and vision-impaired persons, for example, providing appropriate doorbells

## **Requests**

### **Verifying a Request**

Third-party verification is required when the disability and/or need for the requested accommodation is not apparent or has not been previously established. Third-party verification can only be completed by requestor providing all pertinent contact information of the verifier, as listed on CCH's Request Form.

---

***REASONABLE ACCOMMODATIONS/MODIFICATIONS***

---

CCH will mail, fax, or e-mail the Request Form and a Certification of Need form to the Verifier once every seven (7) calendar days for a maximum of three attempts. If upon receipt of a completed Certification of Need form, the form is not complete or provide the necessary information in making a decision, CCH will document and make additional attempts to contact the Verifier to obtain the needed information.

A Self-Certification of disability and need for an accommodation may be requested by an individual with disabilities, if all of the following exist:

- The individual has an obvious and/or visible disability (such as an individual who regularly uses a wheel chair or an individual with a hearing impairment); and
- The accommodation requested is clearly related to the individual's disability (for example, a hearing-impaired person requests a sign language interpreter);

The Self-Certification of Need for Reasonable Accommodation or Modification must be signed and dated by the requestor, unless the request is being made on behalf of a minor or a person who lacks legal capacity. In such cases the form must be signed and dated by the parent, guardian, conservator, or attorney in fact who holds an appropriate power of attorney.

If the CCH staff cannot ascertain whether or not the requested accommodation or modification is related to the disability, the individual will be informed that third-party Certification of Need is required. In this case, the Requestor must complete CCH's Request Form.

### **Approving a Request**

A request can be approved after the disability has been verified, the nexus has been established, and the request is deemed reasonable. CCH Staff is to notify the requestor of the approval in writing within two (2) business days of the approval being determined.

The Approval Letter shall include the following information:

---

***REASONABLE ACCOMMODATIONS/MODIFICATIONS***

---

- For exceptions/adjustments to policy or procedure, the letter will briefly describe the exception/adjustment to the policy or procedure that is being granted as the accommodation. The letter will also include the name and contact information of the CCH staff that the Requestor can direct questions regarding the accommodation.
- For physical modifications to units or common area in CCH managed buildings, the letter will include a description of the modification to be provided, estimated date of modification, and the contact person who can answer questions related to the modification.

### **Denying a Request**

A request will be denied if the disability or nexus cannot be verified, or if request is deemed unreasonable. CCH staff is to notify the requestor of the denial in writing within two (2) business days of the denial being determined.

The Denial Letter shall include the following information:

- For all requests, the letter will include the requested accommodation or modification, the dates of verification attempts, the results of the verification, reason(s) for denial, and the rights of the requestor to appeal to the Section 504 Coordinator.

### **Request for Consideration of Mitigating Circumstances**

A family member with a disability who would normally be/or was denied housing or assistance or evicted from CCH managed housing due to the family's action or inaction may request consideration of mitigating circumstances related to a disability.

Based upon the documentation provided, a mitigating circumstance shall be granted if:

- The action or inaction of the family was due to a family member's disability; and

---

***REASONABLE ACCOMMODATIONS/MODIFICATIONS***

---

- A reasonable accommodation/modification related to the person would allow the person to fulfill housing/assistance obligations or requirements.

The family may be (where appropriate) required to enter into an agreement with CCH that outlines the conditions that the family will follow to ensure that they meet and maintain the essential eligibility requirements.

A recurrence of the action or inaction by the family following the granted reasonable accommodation/modification due to mitigated circumstances may result in denial, termination, or eviction. However, CCH will evaluate any further reasonable accommodation requests on a case-by-case basis, even where a member has previously received an accommodation/modification regarding action or inaction that violated housing or assistance rules.

## **Reasons for Denial of Requests**

The following are reasons why a request for reasonable accommodation or modification may be denied:

- Constitutes a direct threat to the health and safety of other individuals;
- Results in substantial physical damage to the property of others;
- Results in a fundamental alteration of the program;
- Causes an undue administrative or financial burden, if granted;
- There is no clear relationship (nexus) between the disability and the requested accommodation/modification;
- Inability to obtain verification that a disability exists in cases when the disability is not apparent;
- The individual fails to provide information or documentation as requested by CCH (request may be reopened once all necessary documentation is provided), or

## ***REASONABLE ACCOMMODATIONS/MODIFICATIONS***

---

- The accommodation has been previously granted, but was not effective in enabling the person with disabilities to meet the statutory eligibility requirements of housing or assistance.

### **Response to Requests**

CCH will promptly respond in writing to a request for a reasonable accommodation, modification, or consideration of mitigating circumstances with a decision or a request for additional information not to exceed 30 calendar days from receipt of verification(s).

When a request for additional information is made, the requestor must respond within 15 calendar days of such request, except in cases of extenuating circumstances. A request may be reopened if the documentation is received after the stated deadline.

Upon receipt of the necessary information, CCH will respond within 30 calendar days, except in cases of extenuating circumstances. In such cases of delay, CCH will notify the requestor in writing why additional time is needed to respond to the request.

CCH will take into consideration the requestor's disability and its impact on the requestor's ability to comply with deadlines.

### **Grievances**

Please **see Exhibit G** of the Resident Selection Criteria.

### **Oversight and Records**

The Section 504 Coordinator will maintain the files and records of CCH relating to the complaints that are sent to the Section 504 Coordinator's office as required by federal regulations.

All communication and documentation regarding reasonable accommodation or modification requests are to remain in the Requestor's file. CCH Staff is to ensure that data regarding reasonable



**POLICIES AND PROCEDURES**  
**RAMPP**



***REASONABLE ACCOMMODATIONS/MODIFICATIONS***

---

accommodations or modifications are updated in the applicable business software system.

## **RAMPP Complaints**

Individuals who believe they have been discriminated against in connection with this policy should contact CCH's Section 504 Coordinator:

Section 504 Coordinator/Director of Compliance  
1855 Olympic Boulevard; Suite 320  
Walnut Creek, CA 94596

Individuals who believe they have been discriminated against also have the right to file a complaint with the U.S. Department of Housing and Urban Development (HUD). These individuals should send a letter specifying their complaint to the following address:

Assistant Secretary for Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development  
451 Seventh Street, S.W.  
Washington, D.C. 20410

## SECTION 1 – INFORMATION & INSTRUCTIONS

If you require assistance in completing this form, please let us know and we will assist. Please have the form completed in entirety and signed by the Head of Household (HOH) AND Household Member needing the accommodation (Requestor), if 18 years of age or older.

**AUTHORIZATION TO RELEASE INFORMATION: You give the property's managing agent, permission to contact any individual named herein, for purposes of verification, related to disability and the basis for a reasonable accommodation(s) or modification(s) requested, and understand all information will be kept confidential.**

## SECTION 2 – HEALTH CARE PROVIDER LETTERS

If your healthcare provider wants to provide a letter, please inform them the it must contain the following information for us to decide on your request:

- A.** You (or the requestor) **have a disability** – see section 4-A.
- i. having a physical or mental impairment that limits one or more major life activities;
  - ii. having a record of history of having such an impairment;
  - iii. being regarded as having such impairment; or
  - iv. being associated with a person who has or is perceived to have such an impairment

**B.** How the **request is connected** to your disability need.

**C.** The request is **required for an equal housing opportunity**.

If the healthcare provider letter is missing any information, we will need them to complete our Certification of Need form or provide an alternate/additional letter that contains all required information listed above.



# OPERATIONS REQUEST FORM



## REASONABLE ACCOMMODATIONS/MODIFICATIONS

### SECTION 3 – REQUESTOR & HOUSEHOLD INFORMATION

**A HEAD OF HOUSEHOLD** First and Last Name: \_\_\_\_\_

**B REQUESTOR** First and Last Name: \_\_\_\_\_

**C** Property: \_\_\_\_\_ Unit #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### SECTION 4 – DISABILITY DESIGNATION

**A** By completing this request, you are certifying that you or a member of your household is disabled – see section 2A.

**B** Please let us know if your disability is permanent or temporary by checking only one of the boxes below; if temporary for how long:

My disability is  **PERMANENT**  
 **TEMPORARY**, how long: \_\_\_\_\_

**C** Please let us know which major life activity(ies) you believe to be limited by your disability (check all that apply):

- Walking  Breathing  Seeing  Talking  Hearing
- Learning  Caring for Oneself  Performing Manual Tasks
- Other: \_\_\_\_\_



# OPERATIONS REQUEST FORM



## REASONABLE ACCOMMODATIONS/MODIFICATIONS

### SECTION 5 – REQUEST DETAILS

#### A **Accommodation Requests:**

Is your household member with a disability asking for a **change to a rule, policy, practice, or service**?  YES  NO

Please note that a change in how to meet the terms of the lease may be requested, but the terms of the lease must be met)

If so, please select from the below options, or provide details:

- Companion Animal  Live-In Aide
- Unit Transfer, specify needs: \_\_\_\_\_
- Other, explain: \_\_\_\_\_

#### B **Modification Requests:**

Is your household member with a disability asking for a **physical change** to a unit or common area on-site?  YES  NO

If so, please select from the below options, or provide details:

- Flooring, specify the type: \_\_\_\_\_
- Grab Bars, where/location(s): \_\_\_\_\_
- Other, explain: \_\_\_\_\_

### SECTION 6 – REQUEST NEXUS

A **How is your request going to help you?** Please do not disclose the nature of your disability or diagnosis, we want to understand how your need will be met by your request.

---



---



# EXHIBIT C – Criminal Criteria References



---

# Criminal Criteria References

## Statement

If your application is accepted, we will conduct a criminal background search in compliance with federal, state, and local laws. It is our general policy, wherever possible, to not lease applicants convicted of certain felonies within the past three (3) years, nor any lifetime-registered sex offender.

## Federal Guidelines

HUD guidance provides for HUD-affiliated owners to:

- Not automatically deny an applicant housing assistance simply based on the presence of criminal conviction, other than where explicitly prohibited by federal law.
- Disregard criminal history that is unlikely to bear on fitness for tenancy, such as arrest records, sealed or expunged records, older convictions, and convictions not involving violence or harm to persons or property.
- Use individualized assessments to determine whether applicants truly pose a future risk to persons or property, considering other factors such as the applicant's employment, engagement in alcohol or drug treatment, and constructive community involvement.
- Providing applicants with criminal history records with reasonable time and opportunity to provide supporting information regarding mitigating factors before an admission decision is made.

## State/Local Guidelines and/or Ordinances

### **Oakland, California – Oakland Fair Chance Ordinance (OFCO)**

OFCO bans (with limited exceptions) the use of criminal background checks in screening applications for most rental housing in Oakland,

---

effective August 2, 2020. Housing providers are required to include a written notice of applicants' rights under the Ordinance (as published and made available to housing providers by the City) in all application materials, websites, and at any other locations under the providers' control that are frequently visited by applicants.

The ordinance prohibits housing providers from requesting or requiring information about an applicant's criminal history, from basing an adverse action on such, and from posting advertisements or listings discriminating against applicants with criminal histories. There is an exception for certain criminal history, specifically sex-related and methamphetamine-manufacturing offenses, as required to comply with federal or state laws. In addition, a housing provider may screen applicants against the California state registry of lifetime sex offenders operated by the California Department of Justice. The housing provider must first disclose its intent to screen for such criminal history and request the applicant's written consent. If the applicant objects, the housing provider must allow the applicant to withdraw their application.

If a housing provider takes adverse action against an applicant based in whole or in part on the applicant's criminal history, it must provide written notice to the applicant that includes at a minimum, the reason(s) for the adverse action, instructions on how to file a complaint with the City, a list of local legal services providers, a copy of the screening report, and "an opportunity to respond with rebutting or mitigating information" before the application is denied.

### **San Francisco, California – SF's Fair Chance Ordinance (SFFCO)**

SFFCO protects tenants and applicants from discrimination by affordable housing providers based on criminal history information. For Affordable Housing in San Francisco, before checking criminal records, the housing provider must (1) Determine eligibility for affordable housing by reviewing all other qualifications, and (2) Provide a copy of rights before running a background check. Housing providers may not ask about any criminal history information on a rental application form.

Housing Providers must assess records individually and only consider “directly-related” convictions and unresolved arrests in your record. Housing providers may not consider (1) Arrests that did not result in conviction, (2) Participation in a diversion or deferral program, (3) Expunged, judicially dismissed, invalidated or otherwise inoperative convictions, (4) Juvenile records, (5) A conviction more than 7 years old, or (6) an infraction.

If a housing provider denies housing, they must provide a copy of the background report and tell you which conviction or unresolved arrest is the basis for the potential denial. Applicants then have 14 days to respond to show that why they shouldn’t be denied housing.

## **Colorado**

Colorado’s Rental Application Fair Act requires housing providers to inform tenants they can provide a portable tenant screening report from a consumer reporting agency as part of the application process and a landlord must accept it and cannot charge an application fee. The portable report must contain the tenant’s name(s) and contact information, last-known address, income and employment verification, as well as background information regarding credit, rental history, and criminal records, as allowed by state law. Landlords must accept this type of report, but can require that it be current within 30 days and that they can access it directly from the reporting agency at no cost.

## **Idaho**

Housing providers must get consent to run background checks and adhere to HUD recommendations for using criminal background checks, which include avoiding blanket policies for deny applicants with criminal convictions, assessing applicants and their criminal histories on a case-by-case basis, and only denying an applicant when they demonstrate a risk to the safety of other residents.

## **Missouri**

Housing providers must get consent to run background checks and adhere to HUD recommendations for using criminal background checks,

---

which include avoiding blanket policies for deny applicants with criminal convictions, assessing applicants and their criminal histories on a case-by-case basis, and only denying an applicant when they demonstrate a risk to the safety of other residents.

## **Oregon**

Per Senate Bill 291, beginning January 1, 2022, housing providers must not charge an amount greater than the landlord's average actual costs of screening applicants or the customary amount charged by tenant screening companies or consumer credit reporting agencies for a comparable level of screening; actual costs may include the cost of using a tenant screening company or a consumer credit reporting agency, and the reasonable value of any time spent by the landlord or landlord's agents in otherwise obtaining information on applicants. Landlords must also provide a written statement of denial within 14 days of the denial criteria being determined or assessed.

Additionally, housing providers are required to provide an individualized assessment related to denials based on criminal history, allowing an opportunity for the applicant to submit supplemental evidence to explain, justify, or negate the relevance of potentially negative information that may result in a criminal denial. Further, landlords must also conduct an individualized assessment of the applicant that includes reviewing any supplemental evidence before denying an applicant based upon their criminal-screening results. The individualized assessment must consider factors, including (1) the nature and severity of the incidents that would lead to a denial; (2) the number and type of incidents, (3) the time that has elapsed since the date of the incidents occurred, and (4) the age of the individual at the time the incidents occurred.

## **Tennessee**

Housing providers must get consent to run background checks and adhere to HUD recommendations for using criminal background checks, which include avoiding blanket policies for deny applicants with criminal convictions, assessing applicants and their criminal histories on a case-

---

by-case basis, and only denying an applicant when they demonstrate a risk to the safety of other residents.

### **Texas**

Housing providers must get consent to run background checks and adhere to HUD recommendations for using criminal background checks, which include avoiding blanket policies for deny applicants with criminal convictions, assessing applicants and their criminal histories on a case-by-case basis, and only denying an applicant when they demonstrate a risk to the safety of other residents.



# EXHIBIT D – Definition of Housing Terms



---

## Definition of Housing Terms

### Statement

This exhibit is meant to provide some legal and clarifying definitions and may be updated separately from the contents of the Resident Selection Criteria.

### Definitions

#### Accessible Unit

A unit that is located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with a physical impairment.

#### Companion or Emotional Support Animal

An animal that provides emotional, cognitive, or other similar support to a person with a disability to assist them in managing the symptoms of their disability.

#### Disabled Family

- (1) Families of two or more persons the head of which (or his or her spouse) is a person with disabilities (handicapped);
- (2) The surviving member or members of any family described in paragraph (1) of this definition living in a unit assisted under subpart E of this part (Section 202 loans) with the deceased member of the family at the time of his or her death;
- (3) A single person with disabilities (handicapped person) over the age of 18; or
- (4) Two or more persons with disabilities (handicapped persons) living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.

---

## Elderly Person

**Definition C [24 CFR 891.205]** An elderly person is a household composed of one or more persons at least one of whom is 62 years of age or more at the time of initial occupancy.

## Extremely Low Income (ELI)

New definition of ELI effective 7/1/2014: Extremely low-income whose incomes do not exceed the higher of the federal property level or 30% of Area Median Income.

## Elderly Family

A household whose Head or Spouse is age 62 or older.

## Family

A family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person, is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age, has 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)), is homeless or is at risk of becoming homeless at age 16 or older; or

(2) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of

placement in foster care is considered a member of the family);

(ii) An elderly family.

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a tenant family.

---

## **Health and Medical Care Expenses (HOTMA)**

Includes costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affective any structure or function of the body. Includes medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed, only if they are eligible and not otherwise reimbursed, and only for elderly or disabled families.

## **HUD Multifamily Housing Programs**

Section 8 (Project Based Rental Assistance), Section 202/8, Section 202/811 PRAC, Section 236 IRP, Section 811 PRA, SPRAC

## **Live-In Aide**

A Live-In Aide is a person who resides with one or more elderly persons, near-elderly persons, persons with disabilities and who:

1. Is determined essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A relative may be a Live-In Aide but must meet all of the above requirements, and sign a statement to that effect.

A Live-In Aide qualifies for occupancy only as long as the individual needs support services and does not qualify for continued occupancy as a remaining household member. A Live-In Aide must have an acceptable criminal background screening prior to acceptance as a Live-In Aide. The need for the live-in aide will be verified before Move In and at each Annual Recertification.

## **Person With A Disability**

Any adult having a physical, mental or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and

---

3. Is of such a nature that such ability to live independently could be improved by more suitable housing conditions.

### **Pet**

A pet is a “Small domesticated animal commonly kept in residential settings.”

“A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles (except turtles). If this definition conflicts with any applicable State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the State or local law or regulations shall apply. This definition does not include animals that are used to assist persons with disabilities.

### **Reasonable Accommodation**

A change in a housing provider’s rules, policies, practices or services that is necessary to provide a person with a disability an equal opportunity to use and enjoy their home.

### **Reasonable Modification**

A physical alteration of the interior of the existing premises that is necessary to provide a person with a disability an equal opportunity to use and enjoy their home.

### **Reasonable Attendant Care & Auxiliary Apparatus Expenses (HOTMA)**

Auxiliary apparatus items can include, for example, expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or special equipment to enable a person who is blind or has low vision to read or type or special equipment to assist a person who is deaf or hard of hearing. Examples of attendant care include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family must include a person with a disability, the expenses must

---

enable any member of the family to be employed, and deduction is capped at the amount earned by that individual to be claimed.

### **Service Animal/Assistance Animal**

Service animals are defined as dogs, regardless of breed or type, that are individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Animal species other than dogs, emotional support animals, comfort animals, companionship animals, and service animals in training are not service animals.



# **EXHIBIT E – Exceptions to General Resident Selection Criteria**



# **EXHIBIT E – Exceptions to General RSC**

## **Age Requirements**

- Head of Household/Co-Head or Spouse must be 62 years of age

## **Citizenship Requirements**

- None required.

## **Smoking Requirements**

- Abide by the community's Smoke Free Policy

## **Waiting List Preferences**

- HUD 221(d)(3) – displaced by government action or a major disaster declared by the President.

## **Other Requirements**

- This property is subject to the Low-Income Housing Tax Credit and HOME programs.
- Households without a Section 8 voucher must have minimum monthly income equal to two times the monthly rent.

## **Applications For Housing**

- All applicants must meet selection requirements and return a completed application to be accepted and processed in the order of the date/time received (or placed in lottery).
- Persons with disability who need an accommodation to participate in the application process should contact management agent.
- Language assistance for people with limited English proficiency is available upon request.
- Completed applications should be submitted to:
  - 1) In-Person  
1027 60<sup>th</sup> St.  
Oakland, CA 94609  
P: (510) 285 - 6044
  - 2) Electronically  
w: [wearecch.org/locations/bishop-roy-c-nichols/](http://wearecch.org/locations/bishop-roy-c-nichols/)  
E: [brs@cchnc.org](mailto:brs@cchnc.org)  
[www.affordablehousing.com](http://www.affordablehousing.com)



# EXHIBIT F – Application for Housing





**REQUIRED APPLICATION NOTICES – APPLICANT TO KEEP**

**NOTICE: Right to Receive Free Interpreter Services**

Please notify Owner/Management Agent if you need language assistance.

It is the policy of CCH Managed buildings to take reasonable steps to provide meaningful access to Limited English Proficient (LEP) individuals.

The policy is to ensure that language will not prevent staff from communicating effectively with LEP individuals and to ensure safe and orderly operations, programs, meetings, events or activities and understanding of rules, regulations and information.

الحق في الحصول على خدمات مترجم شفوي مجاناً - إشعار  
الرجاء إبلاغ مراد المريني اذا كنت بحاجة الى مساعدة لغوية

**通告 - 有權獲得免費的翻譯服務**

如果你需要語言協助請通知大廈經理

주의 사항 - 마우스 오른쪽 단추로 무료 통역 서비스를 받을 수  
당신은 언어의 도움이 필요하면 건물 관리자를 알려 주시기 바랍니다.

**ВНИМАНИЕ** - Право на получение бесплатно услуги переводчика

Пожалуйста, сообщите управдом, если вы нуждаетесь в помощи языка.

**AVISO** - Derecho a recibir servicios gratis de interpretación

Por favor notifique a gerente del edificio si usted necesita ayuda con el idioma

**PAUNAWA** - Kanan upang Tumanggap ng Libreng interpreter Serbisyo

Mangyaring i-notify gusali manager kung kailangan mo ng tulong wika.

**THÔNG BÁO** - Ngay để nhận miễn phí dịch vụ thông dịch

Xin vui lòng thông báo cho người quản lý tòa nhà nếu bạn cần hỗ trợ ngôn ngữ



## REQUIRED APPLICATION NOTICES – APPLICANT TO KEEP

### **NOTICE: -Right to Reasonable Accommodation/Modification If you have a disability and as a result of your disability you need...**

- A change in the rules or policies or how we do things that would give you an equal opportunity to use and enjoy the housing and facilities at this housing development or take part in programs on site,
- A change or repair in your apartment or a special type of apartment that would give equal opportunity to use and enjoy the housing and facilities at this housing development or take part in programs on site.
- A change or repair to some other part of the housing site that would give you an equal opportunity to use and enjoy the housing and facilities at this housing development or take part in programs on site.

If you can show that you have a disability and if your request is reasonable (does not pose an undue financial or administrative burden - is not too expensive and too difficult to arrange) we will try to make the changes you request.

**NOTE:** All information you provide will be kept confidential and be used only to help you have an equal opportunity to use and enjoy your housing and the common areas.



**SECTION 504 EQUAL ACCESS STATEMENT – APPLICANT TO KEEP**

For mobility-impaired persons, this document is kept in the Management office at:

868 Fargo Avenue ; San Leandro , CA 94579 .

Documents may be examined from Monday through Friday between 9:00 AM to 5:00 PM. You must phone to plan examination of this document.

Please call (510) 632 - 6712 and **TDD** users may dial (    ) - 711 .

For vision-impaired persons, a staff person will be provided to assist a vision-impaired person in reviewing this document. Assistance may include: describing the contents of the document, reading the document or sections of the document, or providing such other assistance as may be needed to permit the contents of the document to be communicated to the person with vision impairments.

For hearing-impaired persons, assistance will be provided in reviewing this document. Assistant may include provision of a qualified interpreter at a time convenient to both the Property and the individual with disability. Please call TTY 711 National Relay to schedule an appointment.

Assistance to ensure equal access to this document will be provided in a confidential manner and setting. The individual



**GENERAL ELIGIBILITY  
APPLICATION FOR HOUSING (WL)**



THIS IS A **REQUIRED FORM** FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

with disabilities is responsible for providing his/her own transportation to and from the location where this document is kept.

If an individual with disabilities is involved, all hearings or meetings required by this document will be conducted at an accessible location with appropriate assistance provided.

**POLICY OF NON-DISCRIMINATION ON THE BASIS OF  
HANDICAPPED STATUS**

**Management** does not discriminate on the basis of disabled status in the admission or access to housing, services, or treatment or employment in, its federally assisted programs or activities.

The Section 504 Coordinator who has been designated to coordinate compliance with the non-discrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

**Section 504 Coordinator  
1855 Olympic Boulevard; #200  
Walnut Creek, CA 94596  
Phone (510) 632-6712  
TTY 711**

**NOTE: Housing First Practices will be adhered to for Tenants**



GENERAL ELIGIBILITY

APPLICATION FOR HOUSING (WL)



THIS IS A REQUIRED FORM FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

COMPLETED BY MANAGEMENT

Property Name Hayward Senior Commons
Property Address 22500 Grand Street
City/State/Zip Hayward, CA 94541
Phone Number (510) 632-6712

FOR OFFICE USE ONLY
Date Received
Time Received
Received By

APPLICATION GUIDANCE

This English version must be filled out (translated versions available upon request and in accordance with our Language Access Plan for Limited English Persons) and in blue ink. All sections must be completed in entirety, if a section or area does not apply, please list "N/A".

HOW DID YOU HEAR ABOUT US

- Property Signage, Newspaper, where:
Brochure/Flyer, Other, list:

SECTION A - HEAD OF HOUSEHOLD (HOH) INFORMATION

Please complete all information pertaining to the Head of Household (HOH)

1 Name and Contact

First Name MI
Last Name
Street Address
City, State, Zip

Phone #1 /Type
Home
Mobile
Work

Phone #2 /Type
Home
Mobile
Work

3 Language(s) spoken at home:

2 Personal Information

Social Security Number (SSN)
Date of Birth

Gender M-Male F-Female O-Other

Marital Status S-Single M-Married D-Divorced Other

Student Status F-Full-Time P-Part-Time Not Applicable

Do you need an interpreter Yes No



GENERAL ELIGIBILITY APPLICATION FOR HOUSING (WL)



THIS IS A REQUIRED FORM FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

SECTION B – OTHER HOUSEHOLD MEMBERS

Please list all other individuals who will live with you and for Gender, Marital Status, and Student Status, use letters from Section A-2 (HOH Personal Information)

Table with 4 columns (# 2, # 3, # 4, # 5) and rows for Not Applicable, Full Name, Relation to HOH, SSN, DOB, Gender, Marital Status, Student Status.

Is there a personal Care Attendant/Live-In Aide who will be residing in the unit? If yes, please complete the below section

Form fields for First Name, Last Name, MI, Social Security Number (SSN), Street Address, Date of Birth.

Proof of need for Live-In Attendant required during eligibility certification via Reasonable Accommodation Process. The Live-In Aide must show proof of identification card, social security number, and a background verification check will be processed

Do you anticipate a change in household composition within the next twelve (12) months? If yes, please explain



**GENERAL ELIGIBILITY  
APPLICATION FOR HOUSING (WL)**



THIS IS A **REQUIRED FORM** FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

**SECTION C – HOUSING SUBSIDIES**

Please provide information regarding your current or previous history with rental subsidies.

- 1 Are you currently residing in a housing unit with a rental subsidy?  
 No  Yes, where: \_\_\_\_\_
- 2 Does your household receive any rental assistance?  No  Yes  
 If Yes, what type: \_\_\_\_\_ If Section 8, check one:  
 Section 8  Project Based Assistance  
 Other: \_\_\_\_\_  Tenant Voucher (exp: \_\_\_\_\_)
- 3 Were you or any member of your household receiving subsidy AND 62 or older as of January 31, 2010 and DO NOT have a social security number?  No  Yes, who: \_\_\_\_\_
- 4 Has your tenancy or government assistance in a subsidized housing program ever been terminated for fraud, non-payment of rent, or failure to comply with re-certification procedures?  
 No  Yes, list when and why: \_\_\_\_\_

**SECTION D – DISABILITY STATUS (IF APPLICABLE)**

It is not necessary to give us details about your disability unless you are requesting an accommodation or requesting a unit with features designed for disabled person.

- 1 Do you or any member listed in this application claim a disability?  Yes  No
- 2 Do you or any member require a wheelchair-accessible unit or specifically designed unit/location?  Yes  No
- 3 Do you or any member listed in this application require a visual/hearing equipped unit?  Yes  No
- 4 Do you or any member listed in this application have a service, assistance, or companion animal?  Yes  No

If you answered yes to any question above, please explain:



GENERAL ELIGIBILITY APPLICATION FOR HOUSING (WL)



THIS IS A REQUIRED FORM FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

SECTION E – HOUSING HISTORY

Starting with current residences, please list prior housing of all members listed in this application, for the last two (2) years. (can copy page for more space)

1 Landlord/ Shelter Name Monthly Rent

Landlord a relative? Yes No Address of Housing Unit

Landlord Address (if different)

Fax or Email: Phone #:

2 Landlord/ Shelter Name Monthly Rent

Landlord a relative? Yes No Address of Housing Unit

Landlord Address (if different)

Fax or Email: Phone #:

3 Landlord/ Shelter Name Monthly Rent

Landlord a relative? Yes No Address of Housing Unit

Landlord Address (if different)

Fax or Email: Phone #:



**GENERAL ELIGIBILITY  
APPLICATION FOR HOUSING (WL)**



THIS IS A **REQUIRED FORM** FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

**SECTION F – HOUSEHOLD INCOME**

Please list all income information for the members listed in this application; you may estimate; indicate gross income before any deductions or garnishments occur. (can copy page for more space)

- 1** Does anyone in your household receive any income from employment/earned wages?  No, draw line through sections 2 & 3 below, then go to 4  Yes, complete sections 2 & 3

**2** Company Name \_\_\_\_\_ Member # \_\_\_\_\_  
 Job Title \_\_\_\_\_ Street Address \_\_\_\_\_  
 Contact \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
 Title \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Hours/Week \_\_\_\_\_ Pay Rate/Hour \_\_\_\_\_ Weeks/Year \_\_\_\_\_  
 Monthly Income \_\_\_\_\_ Yearly Income \_\_\_\_\_

**3** Company Name \_\_\_\_\_ Member # \_\_\_\_\_  
 Job Title \_\_\_\_\_ Street Address \_\_\_\_\_  
 Contact \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
 Title \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Hours/Week \_\_\_\_\_ Pay Rate/Hour \_\_\_\_\_ Weeks/Year \_\_\_\_\_  
 Monthly Income \_\_\_\_\_ Yearly Income \_\_\_\_\_

**4** Provide amount per month of un-earned/financial assistance income for ENTIRE family. If your family has no income from the source listed below, please put zero or "N/A"

Social Security _____ /month	Unemployment _____ /month
SSI/SDI _____ /month	General Assist _____ /month
AFDC _____ /month	Other Assist _____ /month
Pension _____ /month	Gift Support _____ /month

Other, please describe: \_\_\_\_\_ /month

- 5** Select the TOTAL ANNUAL HOUSEHOLD INCOME (estimated from all sources by checking one box in the below ranges.)
- Zero Income       \$0 - \$20,000       \$20,001 - \$30,000  
 \$30,001 - \$40,000       \$40,001 - \$50,000       Over \$50,000



**GENERAL ELIGIBILITY  
APPLICATION FOR HOUSING (WL)**



THIS IS A **REQUIRED FORM** FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

**SECTION G – HOUSEHOLD ASSETS**

Please list all assets information for the members listed in this application; you may estimate. (can copy page for more space)

- 1 Does anyone in your household own/maintain an asset/account?  No, draw line through sections 2 - 5 below, then go to 6  Yes, complete sections 2 - 5
  
- 2 Describe Asset #1 \_\_\_\_\_ Member # \_\_\_\_\_  
 Account Number \_\_\_\_\_ Current Value \_\_\_\_\_  
 Street Address \_\_\_\_\_ Monthly Income \_\_\_\_\_  
 City, State, & Zip \_\_\_\_\_ Joint or Single \_\_\_\_\_
- 3 Describe Asset #2 \_\_\_\_\_ Member # \_\_\_\_\_  
 Account Number \_\_\_\_\_ Current Value \_\_\_\_\_  
 Street Address \_\_\_\_\_ Monthly Income \_\_\_\_\_  
 City, State, & Zip \_\_\_\_\_ Joint or Single \_\_\_\_\_
- 4 Describe Asset #3 \_\_\_\_\_ Member # \_\_\_\_\_  
 Account Number \_\_\_\_\_ Current Value \_\_\_\_\_  
 Street Address \_\_\_\_\_ Monthly Income \_\_\_\_\_  
 City, State, & Zip \_\_\_\_\_ Joint or Single \_\_\_\_\_
- 5 Describe Asset #4 \_\_\_\_\_ Member # \_\_\_\_\_  
 Account Number \_\_\_\_\_ Current Value \_\_\_\_\_  
 Street Address \_\_\_\_\_ Monthly Income \_\_\_\_\_  
 City, State, & Zip \_\_\_\_\_ Joint or Single \_\_\_\_\_
- 6 Does any member own real estate? (home, land, etc.)  Yes  No Current Value \_\_\_\_\_ Member Number \_\_\_\_\_
- 7 Does any member own a collection? (held as investment)  Yes  No Current Value \_\_\_\_\_ Member Number \_\_\_\_\_
- 8 Select the **TOTAL ANNUAL HOUSEHOLD ASSETS** (estimated from all sources by checking one box in the below ranges.  
 Below \$50,000     \$50,001 - \$100,000     Over - \$100,000



**GENERAL ELIGIBILITY  
APPLICATION FOR HOUSING (WL)**



THIS IS A **REQUIRED FORM** FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

**SECTION H – HOUSEHOLD EXPENSES**

Please list all applicable expenses for the members listed in this application; you may estimate.

- 1 Does the Head, Spouse, or Co-Head that is either age 62 or older or disabled claim unreimbursed medical expenses?  Yes  No
- 2 Does the Head, Spouse, or Co-Head anticipate expenses for the care of children under the age 13 (including foster children)?  Yes  No
- 3 If you answered yes to 1 or 2, please complete below.  
If not, draw a line through this section
- 4 Provide amount per month of anticipated expenses. If your family has no expenses from the source listed, please put zero or "N/A"  

Caregiver _____ /month	Prescriptions _____ /month
Child/Dep. Care _____ /month	Medical Equip _____ /month
Other, please describe: _____ /month	

**SECTION I – ADDITIONAL QUESTIONS**

Please provide a response to all questions below.

- 1 Is anyone in your household being displaced from their home by result of a government/presidential disaster?  Yes  No  
 If Yes, please explain: \_\_\_\_\_  
 Provide Displaced Address: \_\_\_\_\_
- 2 Is anyone in your household homeless/displaced or about to become homeless/displaced?  Yes  No  
 Provide Displaced Address: \_\_\_\_\_
- 3 Do you have or believe you qualify for a state or local preference? If Yes, what preference: \_\_\_\_\_  Yes  No
- 4 Has anyone in your household been evicted from Federally Assisted Housing for drug-related criminal activity?  Yes  No
- 5 Does any member claim military or veteran status?  Yes  No  
 If Yes, who: \_\_\_\_\_



**GENERAL ELIGIBILITY**  
**APPLICATION FOR HOUSING (WL)**



THIS IS A **REQUIRED FORM** FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

**APPLICATION CERTIFICATION & SIGNATURES**

By signing this section below, each adult (18+) household member listed in this application certifies the following statements.

- 1** If my/our application is approved and move-in occurs, we certify that only those persons listed in this application will occupy the apartment, we will maintain no other place of residence, and there are no other persons for whom we have or expect to have responsibility for providing housing.
- 2** I/we understand the information collected on the Application for housing is to determine my/our eligibility for residency.
- 3** I/we authorize the owner, its agents and employees to make any and all legal inquiries to verify information either directly or through information exchanged now or later with rental, or credit screening services, or law enforcement or other public agencies, and to contact previous or current landlords or other sources for credit and/or verification information which may be released by appropriate federal, state, local agencies, or private persons to the management
- 4** I/we authorize the owner, its agents, and employees to obtain one or more consumer reports as defined in the Fair Credit Reporting Act, 15 U.S.C. Section 1681a(d), seeking information on our creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.
- 5** I/we understand, pursuant to any federal, state, or local "Fair Chance Ordinance, if I am considered housing eligible, I authorize the owner, its agents, and employees to obtain information about my/our criminal background to see if there is any disqualifying criminal history, which may affect me/us from moving onto the property, in compliance with the Resident Selection Criterion.
- 6** I/we understand that any owner inquiry about any prior arrest or conviction record will not be used and/or verified until all other housing eligibility has been approved pursuant to any federal, state, or local notice of such "Fair Chance Ordinance" or rules - notices are supplemental to this Application for Housing.



GENERAL ELIGIBILITY APPLICATION FOR HOUSING (WL)



THIS IS A REQUIRED FORM FOR EACH FAMILY TO BE CONSIDERED FOR A HOUSING UNIT

- 7 I/we certify the statements made in this application are true and complete to the best of my/our knowledge and belief.
8 I/we understand that false statements/information will deem me/us ineligible or terminate the rental agreement.
9 I/we understand we must provide written notification of any changes to the information on this form.
10 I/we understand that we will be placed on a waiting list(s) based on our household size and in accordance with the resident selection criteria/tenant selection plan.
11 I/we further agree that this application does not constitute any oral and/or written commitment on the part of the Owner or Management Agent.
12 I/we understand that any questions or inquiries regarding applicant treatment relative to Section 504 of the Rehabilitation Act of 1973 should be addressed by mail to the CCH 504 Coordinator; 1855 Olympic Boulevard, Suite 200; Walnut Creek, CA 94596-5019; (510) 632 - 6712; TTY via 711 National Relay.

All adult (18+) household members must sign and date:

Signature #1 (HOH) Date Signature #2 Date
Signature #3 Date Signature #4 Date
Signature #5 Date Signature #LIA Date

PENALTIES FOR MISUSING THIS CONSENT: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form.

NOTE: Housing First Practices will be adhered to for Tenants

# **EXHIBIT G – Grievance/Appeal Policies and Forms**



---

# **Grievance/Appeal Policies and Forms**

## **Purpose**

CCH does not discriminate on the basis of handicap in violation of 24 CFR Part 8 in admission or access to, or treatment or employment in, its federally assisted programs and activities. From time to time, it is reasonable to expect that something will occur that causes residents or applicants concern. CCH has developed this policy to resolve concerns as quickly as possible.

## **Confidentiality Statement**

Any complaint, grievance, or appeal and its investigation will be held in the strictest of confidence and will not be discussed with anyone except those immediately involved. CCH Management will in no way retaliate against residents who file a complaint, grievance, or appeal.

## **Distribution and Amendments**

Landlord must give a copy of this procedure to Tenant at the time Tenant moves into the project and to each prospective Tenant who is rejected for tenancy. Whenever this procedure is changed, Landlord must provide a revised copy to Tenant, with a thirty- (30) day notice of any changes effective date.

## **Applicability**

This procedure shall apply to all individual grievances between Tenant and Landlord; this procedure shall not apply to: (1) the validity or propriety of terms and conditions of the rental agreement, (2) eviction or termination of tenancy based upon your creation or maintenance of a threat to the health or safety or other Tenants or employees, (3) class grievances, and (4) disputes between Tenant and other Tenants not involving Landlord.

---

## Right to a Hearing

When Tenant files a written or oral request as described, Tenant is entitled to a hearing, relative to any grievance as defined.

## Types of Hearings

There are two types of hearings: (1) Information hearing or (2) Formal Hearing.

### Informal Hearing

This is an informal meeting between Tenant and Landlord to discuss Tenant's grievance. The goal of the informal hearing is to settle the problem without the need for a formal hearing.

### Formal Hearing

This is a formal hearing with Tenant, Landlord, and hearing officer or hearing panel. Decisions from this hearing are binding on Tenant and Landlord.

## Informal Hearing Procedure

### Presentation of Grievance

Tenant must personally present Tenant's grievance either orally or in writing to Landlord at Landlord's office so that Tenant and Landlord may discuss the grievance informally. Tenant must present Tenant's grievance within a reasonable time, not to exceed ten (10) days from Landlord's actions or failure to act, which is the basis for Tenant's grievance. The grievance may be simply stated by Tenant should specify the ground(s) for the grievance and the action or relief Tenant seeks. Landlord will schedule a meeting with Tenant within ten (10) business days for a total of fourteen (14) calendar days after landlord receives Tenant's request.

---

## **Summary and Answer**

Landlord will prepare a written, dated, and signed summary of Landlord's discussion and answer to Tenant's grievance within a reasonable time, not to exceed ten (10) business days for a total of fourteen (14) calendar days. Landlord will mail or deliver one copy to Tenant and keep one in the Tenant file. Landlord's answer shall specify (1) the names of the hearing participants, (2) the date of the hearing, (3) the nature of the grievance, (4) the proposed disposition of the grievance, and the specific reasons therefore, (5) the right to a formal hearing, and (6) the procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition.

## **Request for Formal Hearing**

If Tenant is dissatisfied with the proposed disposition of the grievance as stated in the answer, Tenant may submit a written request for a formal hearing. Tenant should make Tenant's written request to Landlord within a reasonable time after Tenant receives answers to Tenant's grievance, not in excess of ten (10) business days, and Tenant must date and sign the request. Landlord will place a copy of Tenant's request in the Tenant's file along with the grievance and the answer.

## **Failure to Request Hearing**

If Tenant does not request a formal hearing within the time allowed above, Tenant waives the right to a formal hearing and the proposed disposition of the grievance becomes final. This shall not, however, constitute a waiver of Tenant's right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.

## **Formal Hearing Procedure**

### **Selection of Hearing Officer or Panel**

When Landlord receives Tenant's request for a formal hearing Landlord will contact Tenant in person or by telephone to discuss the selection of a hearing officer. The hearing officer must be impartial, disinterested person selected jointly by Landlord and Tenant. If Landlord and Tenant

---

cannot agree on a hearing officer, Landlord and Tenant shall each appoint a representative and the two members so appointed shall select a third member. If the members Landlord and Tenant appoint cannot agree on a third member, such member shall be appointed by an independent organization contracted by Landlord, such as a local mediation board or chapter of the American Arbitration Association. The chairperson of a hearing panel shall be elected by the members of the panel.

The following guidelines govern the selection of hearing officers and panel members: (1) No relative of Tenant may serve as a hearing officer or panel member; (2) None of Landlord's officers or employees may serve as a hearing officer or panel member for the formal hearing; and (3) The third member of a panel may not be one of Landlord's officers or employees, nor a resident of any property under Landlord's jurisdiction.

### **Time Limits**

Landlord and Tenant must act to avoid unnecessary delays in resolving grievances. The hearing officer or panel shall be selected, and the hearing scheduled by Landlord as promptly as possible, no more than ten (10) days after the receipt of Tenant's request for a hearing. Landlord will make all reasonable effort so that the date, time, and location of the hearing are convenient to you. Landlord will inform Tenant of the schedule and the procedures governing the hearing by way of written notification delivered or mailed to Tenant no less than five (5) days in advance.

### **Fair Hearing**

Tenant is entitled to a fair hearing providing the basic safeguards of due process before hearing office or panel and Tenant may be represented by counsel or another person chosen as Tenant's representative. Tenant must be personally present at the hearing.

---

## **Private Hearing**

The hearing will be private unless Tenant requests a public hearing. The attendance of persons with a valid interest in the proceedings shall not be limited.

## **Discovery**

Tenant or Tenant's authorized representative may examine before the hearing and at Tenant's expense, request copies of all documents, records, and regulations that are relevant to the hearing. Any document not made available after Tenant requests it may not be relied on by Landlord at the hearing. Landlord or Tenant may request, in advance, and at Landlord or Tenant's expense, a transcript of the hearing.

## **Disputed Rent or Other Charges**

If the grievance involves the amount of rent, or other charges that Landlord's claims as due, Landlord may require Tenant to pay Landlord up to 100% of any disputed rent or charges, and Landlord will deposit funds in a trust account until resolution of the dispute. If Tenant fails to make required payments, the hearing officer or hearing panel may determine that Tenant has waived Tenant's rights to a hearing. Tenant's failure to make payments shall not constitute a waiver of Tenant's right to thereafter contest Landlord's disposition of the grievance in appropriate judicial proceeding. On resolution of the dispute, or the decision of the hearing officer or hearing panel, the money shall be refunded to or directed to Landlord as is appropriate based upon the decision of the hearing officer or hearing panel.

## **Proof**

At the hearing, Tenant must clearly state the facts, and then be prepared to present evidence to support those facts. The burden of proof is then on Landlord to justify the action or inaction Landlord proposed in the answer of Tenant's grievance, raise arguments against evidence relied upon by Landlord, and confront and cross-examine all witnesses on whose testimony or information Landlord relies.

---

## **Hearings**

Hearings conducted by the hearing officer or hearing panel shall be informal, and any oral or Documentary evidence, as limited, however, to the facts and issues raised by the grievance and Answer, may be received by the hearing officer or hearing panel without regard to whether Evidence would be admissible under the rules of evidence employed in judicial proceedings

## **Failure to Appear**

If either Landlord or Tenant fails to appear at a hearing, the hearing officer or hearing panel may postpone the hearing for up to five (5) days or make a determination that the absent party has waived its right to a hearing

## **Decisions of Hearing Officer or Panel**

### **Binding Effect**

The decision of the hearing officer shall be based solely and exclusively upon facts presented at the hearing and upon applicable law and Landlord and regulatory agreements and policies. To the extent provided below, the decision of the hearing officer or hearing panel shall be binding.

### **Proposed Decision**

Landlord and Tenant may agree to prepare a proposed decision to the hearing officer or hearing panel. If both agree to do so, each party shall submit same to the officer or panel for consideration.

### **Written Decision**

The hearing officer or hearing panel shall prepare a written decision, including a statement of findings and conclusions, as well as the reasons or basis of them, upon all material issues raised by Landlord or Tenant. This shall be done within a

---

reasonable time after the date of the hearing, not to exceed five (5) days. Copies thereof shall be mailed or delivered to parties and/or their representatives, and regulatory agencies. Landlord will place a copy of the written decision of the hearing officer or hearing panel, together with all documents related to the grievance, in Tenant's file.

### **Costs**

If the hearing officer or hearing panel renders a decision in our favor and further specifically finds that the grievance was totally without basis and filed for the purpose of harassment or based on the same or similar facts as a grievance previously filed by you or a member of your household or on your or their behalf, the hearing officer or hearing panel may, at its discretion, assess the cost and expensed of the hearing to you

## **Enforcement of Hearing Officer or Panel**

### **Compliance with Decision**

If the decision is the Tenant's favor, Landlord shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless Landlord determines and notifies Tenant in writing within thirty days that the hearing officer or hearing panel has acted contrary to law, or exceeded its authority, or the decision is contrary to applicable federal, state, or local law, or regulatory agencies or requirements. In such event, the hearing officer's or hearing panel's decision may be judicially reviewed.

### **Failure to Comply with Decision**

Should any of the parties to a decision fail to voluntarily comply with the provisions of a decision of the hearing officer or hearing panel, the aggrieved party may take appropriate legal action to enforce compliance.

---

## **Enforcement of an Eviction Action**

If a Tenant requests a hearing on a proposed eviction and the hearing officer or hearing panel in its decision upholds our proposal to evict, Landlord cannot start our action to regain possession until the expiration of the time period that was contained in the Landlord notice to Tenant

## **Right to Go to Court**

This grievance and appeal procedure have been established to provide all parties with a non-judicial means of resolving problems and disputes. Neither use of or participation in any of the procedures included herein, nor a decision by the hearing officer or panel, which is in favor of Landlord and/or denies Tenant tenant's requested relief in whole or in part shall constitute a waiver of, nor affect in any manner, whatever rights you or we may have to any judicial proceedings which may thereafter be brought in the matter. In such proceedings, we shall, by stipulation or other appropriate means, be limited to invoking against you the grounds we originally relied on in our proposed disposition of the grievance.

## **Retaliation**

No person shall be subjected to retaliation for having used or having assisted others in the use of the grievance process. Person(s) with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

## **Applicant Grievance Procedures**

If, at any time during the application process, you feel that your rights, duties, welfare, or status are or may have been adversely affected by CCH's action or failure to act, you may submit your grievance for informal or formal review. You may call \_\_\_\_\_ and



**POLICIES AND PROCEDURES**  
**APPEAL/GRIEVANCE**  
**APPEAL/GRIEVANCE POLICIES**



---

leave a voicemail if necessary, and your call will be returned as soon as possible, but no later than 48 hours after your call date.

If your grievance is not resolved at that point, you may request an informal hearing, which is a meeting with the CCH designated Staff and Director. The goal of the informal hearing is to settle the problem without the need for a formal hearing.

In the event the problem is not settled, you are entitled to request a formal hearing. A formal hearing is between you and CCH and/or a designated member of \_\_\_\_\_.

To request a formal hearing, you must already have attempted to resolve the issue with CCH and through an informal hearing described above. All requests for informal or formal meetings must be in writing and must contain specific grounds for complaint.

Hearing requests should be mailed to:

CCH Management  
Attn: Grievance & Appeals  
1855 Olympic Boulevard  
Walnut Creek, CA 94596

Or emailed to: [Appeals@cchnc.org](mailto:Appeals@cchnc.org)

If you have a grievance with any entity related to the project, please contact CCH to advise you on pursuing the appropriate next steps.

---

## Applicant Appeal Procedures

The following appeal process applies to applicants that receive a disqualification letter for application and applicants have the opportunity for a formal hearing by an impartial third-party.

Applicant must appeal within fourteen (14) calendars days from the date of the Rejection letter addressed to:

CCH Management  
Attn: Grievance and Appeals  
1855 Olympic Boulevard  
Walnut Creek, CA 94596

Or emailed to: [Appeals@cchnc.org](mailto:Appeals@cchnc.org)

Management sends a written notice to each applicant disqualified, the referring agency, and the funding agency. The notice will:

- List all the reasons for the disqualification.
- Explain how the applicant can request as in person or in writing an appeal to contest the decision.
- State that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal.
- Inform the applicant that he or she is entitled to bring an advocate or attorney to the in-person appeal.
- Provide referral information for local legal services and housing rights organizations who can assist with the appeal process; and
- Describe the documentation that the applicant can present at the appeal.

Upon receipt of a request for an appeal, an executive officer from our company will review all the materials and inform the complainant if the executive officer affirms the decision of the Property Manager, overturns the decision, or decides to re-open the case for further review. While the appeal is being reviewed by our executive officer, management will hold an appropriate size unit for the applicant until the appeal is finalized. We will provide a response, not to exceed ten (10) calendar days.



**POLICIES AND PROCEDURES**  
**APPEAL/GRIEVANCE**  
**APPEAL/GRIEVANCE POLICIES**



\_\_\_\_\_

are projects monitored by:

\_\_\_\_\_

If you have a question or concern, or would like to submit a grievance,  
you may contact:





**IT IS THE POLICY TO INVITE APPLICANTS/TENANTS TO FILE REPORTS, COMPLAINTS, GRIEVANCES, AND APPEALS AND THAT THEY ARE HANDLED IN A FAIR, PROMPT, AND IN A PROFESSIONAL MANNER**

**APPEAL STAGES:**

- Denials** → **Building Management (On-Site)**
- First Appeal** → **Compliance Staff (Impartial Member of CCH)**
- Further Appeals** → **File Grievance (See below)**

**COMPLAINT STAGES:**

- First Level Resolution** → **Building Management (On-Site)**
- Second Level Resolution** → **Portfolio Manager (Oversight of On-Site)**
- Third Level Resolution** → **File Grievance (See 2nd Page)**

**GRIEVANCES:**

- First Level Resolution** → **Portfolio Manager (Oversight of On-Site)**  
*If Portfolio Manager has already Responded or was involved, will go to Associate Director of Property Management for an Informal Hearing.*
- Second Level Resolution** → **Compliance Staff (Impartial Member of CCH)**  
*Informal Hearing*  
**Formal Hearings will get 3rd Party Impartial Officer for Final Decision**
- Third Level Resolution** → **Director of Property Management**
- Final Decision Contact** → **Chief Operating Officer**  
*CCH Executive with oversight of Property Management Department*

**APPEAL FACTS**

**A**

\_\_\_\_\_  
**Property Name**

\_\_\_\_\_  
**Full Name**

\_\_\_\_\_  
**Contact Info**

**B**

**Dates:**

\_\_\_\_\_  
*Date of Appeal (Today's Date)*

\_\_\_\_\_  
*Date of Denial*

**C**

**YES**  **NO**

Is this your first time appealing to Compliance?

**D**

**Reason for Denial:**

Failure to Respond  Criminal History  Over Income Limit

Under Minimum Income  Denied Adding Occupant

Denied Reasonable Accommodation/Modification

Denied for Other: \_\_\_\_\_

**E**

Please provide the reason your appeal should be granted and attach any document to support your request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F**

Select how you would like the above concern(s) addressed:

**Review/Contact in Writing**  Review/Schedule Tele Meeting

Review/Schedule In-Person Meeting







**PLEASE TAKE NOTE**

**The following considerations of circumstances when determining to deny or terminate assistance or evict because of action or failure to act by members of the family:**

- Management and Hearing Officers must consider all relevant circumstances.
- Management and Hearing Officers may impose requirements that other family members not reside in the unit or receive assistance.
- Admission Denials, assistance termination or evictions due to illegal use of drugs or alcohol abuse by a member no longer engaged in such behavior: Management and Hearing Officers should consider any successful and completed supervised drug or alcohol rehabilitation program, or otherwise successfully rehabilitated (42 U.S.C. 13661). Requests for evidence may be required.
- If the family includes person(s) with disabilities any decision concerning such action is subject to considerations of reasonable accommodation in accordance with 24CFR, Part 8.
- Management and Owner's actions must be consistent with fair housing and equal opportunity provisions of 24 CFR SS 51.05 and 24 CFR Part 5, Subpart L, for protections for victims of domestic violence, dating violence, sexual assault, or stalking.
- Evictions considered as a last resort, non-payment cases should offer fair and reasonable payment plan must be offered, and considerations of health, safety and quiet enjoyment must be balanced with a consideration that residents may have no other housing options nor complete control over all household members and guests.

# EXHIBIT H – Affirmative Fair Housing Marketing Plan





**Christian Church Homes**  
of Northern California

303 Hegenberger Road, Suite 201, Oakland, California 94621-1419  
(510) 632-6712 www.cchnc.org Fax (510) 632-6755

*File AFHMP  
Permit.*

Jeff Angell  
Housing Development Coordinator  
City of Oakland/CEDA  
250 Frank Ogawa Plaza, 5<sup>th</sup> Floor  
Oakland, CA 94612

October 16, 2002

**Re: Downs Senior Housing,  
Now know as: Bishop Roy C. Nichols Senior Housing  
1027 60<sup>th</sup> Street, Oakland, CA  
Affirmative Fair Housing Marketing Plan**

Dear Mr Angell,

Enclosed for your review and approval is the Affirmative Fair Housing Marketing Plan for Downs Senior Housing (now known as Bishop Roy C. Nichols Senior Housing).

For the purpose of clarity we have detailed the information for the Plan on a widely accepted HUD Form 935.2. The details include: the groups that we will target (Market to All), the commercial media we will utilize and the community groups to be contacted.

Also included in the package is a copy of CCHNC's policy on Rental Training for Site Staff and CCHNC's Policy on Non-Discrimination in rentals, programs and services, marketing and advertising and employment.

While I realize that it is short notice, we would like to be able to open our waiting list the first part of November. This urgency is a result of the excellent work on the part of the developer and contractor that will allow the building to be completed much earlier than originally planned. We are currently estimating a completion date in mid February 2003.

If you have any questions or comments, please feel free to call me.

Sincerely,

Leland Foster  
Operations Manager  
510-632-6712 x131  
lfoster@cchnc.org

*Jeff Angell gave verbal OK  
on 10/23/02*

CC: Jonathan Austin, OCHI  
Bishop Roy Board of Directors  
Don Stump, COO, CCHNC  
File - AFHMP

Attachments:  
HUD Form 935.2

List of Contacts  
CCHNC Policy on Training  
CCHNC Policy on Non-Discrimination  
Photo of Site Sign  
Project Fact Sheet  
Census Bureau Data for Tract  
Application Packet Cover Letter  
Tenant Selection Plan  
Application for Housing  
504 Grievance Procedure

# Affirmative Fair Housing Marketing Plan

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013  
(exp. 09/30/2003)

1a. Applicant's Name, Address (including city, state & zip code) & Phone Number  Christian Church Homes of Northern CA 303 Hegenberger Road, Suite 201 Oakland, CA 94621	1c. Project/Application Number	1d. Number of Units  17	1e. Price or Rental Range From \$ 446 To \$ 585
	1f. For Multifamily Housing Only <input checked="" type="checkbox"/> Elderly <input type="checkbox"/> Non-Elderly	1g. Approximate Starting Dates (mm/dd/yyyy) Advertising 10-21-02 Occupancy 03-15-03	
1b. Project's Name, Location (including city, State and zip code)  Bishop Roy C. Nichols Senior Housing 1027 60th Street Oakland, CA 94608-2301 (Zip)	1h. Housing Market Area	Oakland	1i. Census Tract 4008
	1j. Managing/Sales Agent's Name & Address (including city, State and zip code) Christian Church Homes of Northern CA 303 Hegenberger Road, Suite 201 Oakland, CA 94621		

2. Type of Affirmative Marketing Plan (mark only one)

Project Plan  
 Minority Area  
 White (non-minority) Area  
 Mixed Area (with 89 % minority residents)

3. Direction of Marketing Activity (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)

White (non-Hispanic)  Hispanic  American Indian or Alaskan Native  
 Black (non-Hispanic)  Asian or Pacific Islander  Persons with Disabilities  
Market to All

4a. Marketing Program: Commercial Media (Check the type of media to be used to advertise the availability of this housing)

Newspapers/Publications  Radio  TV  Billboards  Other (specify)

Name of Newspaper, Radio or TV Station	Racial/Ethnic Identification of Readers/Audience	Size/Duration of Advertising
Post	African American	3"x2" 3 Days
El Mensajero	Hispanic	3"x2" 3 Days
Sing Tao Daily	Chinese	3"x2" 3 Days
Korean Times	Korean	3"x2" 7 Days

4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster

(1) Will brochures, letters, or handouts be used to advertise?  Yes  No If "Yes", attach a copy or submit when available.  
(2) For project site sign, indicate sign size 6'6" x 8'0"; Logotype size 6 1/4 x 5 3/4 Attach a photograph of project sign or submit when available.  
(3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the  Sales/Rental Office  Real Estate Office  Model Unit  Other (specify)

4c. Community Contacts. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area or SMSA. If more space is needed, attach an additional sheet. Notify HUD-FHEO of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization	Racial/Ethnic Identification	Approximate Date (mm/dd/yyyy)	Person Contacted or to be Contacted
Area Agency on Aging	Diverse	10-01-02	Louis LaBatt, Director
Spanish Speaking Citizens Found	Hispanic	10-01-02	Receptionist
Native American Health Clinic	Am. Indian	10-01-02	Lucinda Spencer
Bay Area Immigrant/Refugee Svc.	Asian/Hispanic	10-01-02	

Address & Phone Number	Method of Contact	Indicate the specific function the Group/Organization will undertake in implementing the marketing program
8000 Edgewater Dr., Oakland	Letter/Notice/Brochure	Post/Notify Clients
1470 Fruitvale Ave., Oakland	Letter/Notice/Brochure	Post/Notify Clients
1701 Webster Street, Alameda	Letter/Notice/Brochure	Post/Notify Clients
3124 International Blvd., Rm. 315	Letter/Notice/Brochure	Post/Notify Clients

5. Future Marketing Activities (Rental Units Only) Mark the box(s) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied.

Newspapers/Publications  Radio  TV  Brochures/Leaflets/Handouts  
 Site Signs  Community Contacts  Other(specify)

6. Experience and Staff Instructions (See instructions)

6a. Staff has experience.  Yes  No  
6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.

7. Additional Considerations Attach additional sheets as needed.  
See attached roster of additional community contacts.

8. Changes and Revisions By signing this form, the applicant agrees, after appropriate consultation with HUD, to change any part of the plan covering a multifamily project to ensure continued compliance with Section 200.620 of HUD's Affirmative Fair Housing Marketing Regulations.

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)  
*Don H. McCreary*

For HUD-Office of Housing Use Only	
Approval By	Disapproval By
Signature & Date (mm/dd/yyyy)	Signature & Date (mm/dd/yyyy)
Name (type or print)	Name (type or print)
Title & Name of Company	Title
CEO/Christian Church Homes of Northern CA	

# Contacts

Contacts are listed in alphabetical order of target audience. Order does not constitute any preference.

**Target Audience** African American

**Contact Type** Commercial Media

Post Newspapers Group

630 20th Street

Oakland

CA 94612

**Phone** (510) 287-8200 x

**Fax**

**Announcement Type** Classified

**Cost**

**Comments**

---

Sun Reporter

1791 Bancroft Avenue

San Francisco

CA 94124

**Phone** (415) 671-1000 x

**Fax**

**Announcement Type** Classified

**Cost**

**Comments**

**Contact Type** Other

**Target Audience** African American

**Contact Type** Other

Greater Cooper African Methodist Episcopan Church

1420 Myrtle Street

Oakland

CA 94607

**Phone** (510) 444-2672 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**

New Hope Baptist Church

892 36th Street

Oakland

CA 94608

**Phone** (510) 654-3013 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**

**Target Audience** African American

**Contact Type** Other

Taylor Memorial United Methodist Church

1188 12th Street

Oakland

CA 94607

**Phone** (510) 444-6162 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**

**Target Audience** Asian

**Contact Type** Commercial Media

Korean Times

Classified Department

2025 telegraph Avenue

Oakland

CA

**Phone** (510) 444-0220 x

**Fax**

**Announcement Type** Classified

**Cost** 35 charecters \$20 per week; English \$20 per week

**Comments**





<b>Target Audience</b>	<b>Diverse</b>
------------------------	----------------

<b>Contact Type</b>	<b>Community Contact</b>
---------------------	--------------------------

Area Agency on Aging  
Louis Labatt, Director  
8000 Edgewater Drive

Oakland

CA 94621

**Phone** (510) 567-8045 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**

---

Bay Area Immigrant & Refugee Services  
Housing Counselor  
1701 Webster Street

Alameda

CA 94501

**Phone** (510) 749-8462 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**



**Target Audience**      Diverse

**Contact Type**      Government Agency

Oakland Housing Authority  
Housing Coordinator  
1619 Harrison Street

Oakland

CA 94612

**Phone** (510) 587-2100 x

**Fax**

**Announcement Type**      Announcement

**Cost**      Free

**Comments**

**Target Audience**      Hispanic

**Contact Type**      Commercial Media

El Mensajero  
Serena Scales

**Phone** (415) 206-7235 x

**Fax**

**Announcement Type**      Classified

**Cost**

**Comments**

**Contact Type**      Community Contact



**Target Audience** Native American

**Contact Type** Community Contact

HINTIL

11850 Campus Drive

Oakland

CA 94619

**Phone** (510) 879-0840 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**

Indigenous Nation Child and Family Agency

405 14th Street

Mezzanine

Oakland

CA 94612

**Phone** (510) 645-1430 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**

<b>Target Audience</b>	<b>Native American</b>
------------------------	------------------------

<b>Contact Type</b>	Community Contact
---------------------	-------------------

Native American Health Clinic

Lucinda Spencer

3124 International Blvd.

Room 315

Oakland

CA 94601

**Phone** (510) 535-4460 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**

---

United Indian Nations

1404 Franklin Street

Oakland

CA 94612

**Phone** (510) 763-3410 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**

**Target Audience** Native American

**Contact Type**

Community Contact

Urban Child Resource Center

522 Grand Avenue

Oakland

CA 94610

**Phone** (510) 208-1870 x

**Fax**

**Announcement Type** Flier

**Cost** Free

**Comments**

# EXHIBIT I – Income and Rents



# EXHIBIT I - Income and Rent Limits

## HOME Income and Rent Limits

Oakland-Fremont, CA HUD Metro FMR Area (Alameda County – 6/1/25)

Income Limits	1 Person	2 Persons	3 Persons	4 Persons	5 Persons
<b>30%</b>	\$33,600	\$38,400	\$43,200	\$47,950	\$51,800
<b>50%</b>	\$55,950	\$63,950	\$71,950	\$79,900	\$86,300
<b>60%</b>	\$67,140	\$76,740	\$86,340	\$95,880	\$103,560
<b>80%</b>	\$87,550	\$100,050	\$112,550	\$125,050	\$135,100

Rent Limits	Studio	One Bed	Two Bed
Low HOME Rent	\$1,398	\$1,498	\$1,798
High HOME Rent	\$1,798	\$1,928	\$2,316

## MTSP Income and Rent Limits

Oakland-Fremont, CA HUD Metro FMR Area (Alameda County – 4/1/25)

Income Limits	1 Person	2 Persons	3 Persons	4 Persons	5 Persons
<b>30%</b>	\$33,750	\$38,370	\$43,170	\$47,940	\$51,780
<b>40%</b>	\$44,760	\$51,160	\$57,560	\$63,920	\$69,040
<b>50%</b>	\$55,950	\$63,950	\$71,950	\$79,900	\$86,300
<b>60%</b>	\$67,140	\$76,740	\$86,340	\$95,880	\$103,560
<b>70%</b>	\$78,330	\$89,530	\$100,730	\$111,860	\$120,820
<b>80%</b>	\$89,520	\$102,320	\$115,120	\$127,840	\$138,080

Rent Limits	Studio	One Bed	Two Bed
<b>30%</b>	\$839	\$899	\$1,079
<b>40%</b>	\$1,119	\$1,199	\$1,439
<b>50%</b>	\$1,398	\$1,498	\$1,798
<b>60%</b>	\$1,678	\$1,798	\$2,158
<b>70%</b>	\$1,958	\$2,098	\$2,518
<b>80%</b>	\$2,238	\$2,398	\$2,878



# EXHIBIT J – VAWA Notices, Policies and Forms



## **Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

**When should I receive this form?** A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

**What is the Violence Against Women Act (“VAWA”)?** This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

**What if I require this information in a language other than English?** To read this information in Spanish or another language, please contact

\_\_\_\_\_ ;  
a Christian Church Homes (**CCH**) managed property located at 1855 Olympic Blvd, #200, Walnut Creek, CA 94596 and can be reached by phone at 510-632-6712 or by email at [leasing@cchnc.org](mailto:leasing@cchnc.org). You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4)

If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**What do the words in this notice mean?**

° *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.

- *Victim* means any victim of *VAWA violence/abuse*.
- *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*<sup>1</sup> includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

---

<sup>1</sup> For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

**What if I am an applicant under a program covered by VAWA?** You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

**What if I am a tenant under a program covered by VAWA?** You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

**How can tenants request an emergency transfer?** Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
  - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
  - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, visit

<https://www.wearecch.org> or contact \_\_\_\_\_ at \_\_\_\_\_.

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

**Can the perpetrator be evicted or removed from my lease?** Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called “lease bifurcation.”

**What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance?** In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don’t want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

<b>Covered Housing Program(s)</b>	<b>Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.</b>
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person’s status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.

<b>Covered Housing Program(s)</b>	<b>Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.</b>
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.

<b>Covered Housing Program(s)</b>	<b>Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.</b>
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	<p>The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
HOPWA	<p>The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.</p>

**Are there any reasons that I can be evicted or lose assistance?** VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

**What do I need to document that I am a victim of VAWA abuse/violence?** If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement; A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**

3. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

**Will my information be kept confidential?** If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

**How do other laws apply?** VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence. Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact CCH Section 504 Coordinator; 1855 Olympic Boulevard, Suite 200; Walnut Creek, CA 94596; Phone: 510-632-6712 or Fax: 510-632-6755 or Email: [disabilityrequests@cchnc.org](mailto:disabilityrequests@cchnc.org). Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Have your protections under VAWA been denied?** If you believe that the covered housing provider has violated these rights, you may seek help by contacting:

- California:
  - San Francisco Regional Office; One Sansome Street, Suite 1200; San Francisco, CA 94104
  - Los Angeles Field Office; 300 North Los Angeles Street, Suite 4054; Los Angeles, CA 90012
  - Santa Ana Field Office; 34 Civic Center Plaza, Room 7015; Santa Ana, CA 92701
- Colorado:
  - Denver Regional Office; 1670 Broadway, 25<sup>th</sup> Floor; Denver, CO 80202
- Idaho:
  - Boise Field Office; 1249 S Vinnell Way, Suite 108; Boise, ID 83709
- Missouri:
  - St. Louis Field Office; 1222 Spruce Street, Suite 3.203; St. Louis, MO 63103
- Oregon:
  - Portland Field Office; 1220 Southwest Third Avenue, Suite 400; Portland, OR 97204
- Texas:
  - Fort Worth Regional Office; 307 West 7<sup>th</sup> Street, Suite 1000; Fort Worth, TX 76102
  - Houston Field Office; 1331 Lamar Street, Suite 550; Houston, TX 77010
  - San Antonio Field Office; 615 East Houston Street, Suite 347; San Antonio, TX 78205

You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/VAWA](https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA). To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

**Public reporting burden** for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

**CCH VAWA CONTACTS (FOR YOUR SPECIFIC COUNTY) ATTACHED**

## MODEL EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING

\_\_\_\_\_ ; a  
Christian Church Homes (CCH) managed property, is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act of 1994, as amended (“VAWA”), **CCH**, allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. VAWA protections are not limited to women. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that **CCH** is in compliance with VAWA.

## Definitions

- **External emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
- **Internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
- **Safe unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form HUD-5382).

## Eligibility for Emergency Transfers

A tenant may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and **CCH** must provide a copy if requested. **CCH** may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

1. The tenant (or their household member) is a victim of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; **AND**
3. **EITHER**
  - a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they or (their household member) stays in the same dwelling unit; **OR**
  - b. If the tenant (or their household member) is a victim of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

**CCH**, in response to an emergency transfer request, should not evaluate whether the tenant is in good standing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

## **Emergency Transfer Policies**

### ***Internal Emergency Transfer Timing and Availability***

Internal emergency transfers refer to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant. The resident may reside in the new unit without having to undergo an application process. Internal emergency transfers generally are only available within the community in which the Resident is residing.

Management cannot guarantee that a transfer request will be approved or how long it will take to process an internal transfer request. Management will, however, act as quickly as possible to move a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit within the same community, subject to availability and safety of a unit. Transfers for these reasons will take priority over all other transfer requests including those made to accommodate a disability and to address over- or under-utilization of a unit.

If a resident reasonably believes a proposed transfer would not be safe, the resident may request a transfer to a different unit. If a unit is available, the transferred resident must agree to abide by the terms and conditions that govern occupancy in the unit to which the resident has been transferred. Management may be unable to transfer a resident to a particular unit if the resident has not or cannot establish eligibility for that unit.

When acceptable documentation described above has been received, Management will determine if a unit is immediately available. If an internal safe unit is not immediately available, Management will review its inventory of units and determine when the next vacant unit may be available and provide a listing of nearby HUD subsidized rental properties, with or without preference for persons of domestic violence, dating violence, sexual assault, or stalking, and contact information for the local HUD field office.

### ***External Emergency Transfers***

External emergency transfers refer to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant. The resident must undergo an application process in order to reside in the new unit. Residents may seek both an internal transfer and an external transfer concurrently.

This policy applies to all applicants (current **CCH** community residents with an approved VAWA transfer request, as well as non-**CCH** community residents that are applying for housing at a CCH community and have provided the necessary paperwork for VAWA protection and have submitted a VAWA emergency transfer request). The applicant will undergo an application process to determine income and programmatic eligibility, and will be placed on a Waiting List, as described below.

While **CCH** may manage other communities within the area, each are (1) owned by different entities which are the actual housing providers at those communities for whom **CCH** is acting as agent, (2) has its own Waiting Lists and (3) is subject to its own regulatory agreements. As such, except in rare circumstances where the Owner of the resident's community also owns another community, Landlord must process transfers to other communities, even those managed by Landlord, as external transfers. In most circumstances, Landlord is unable to give any priority for such external transfers even if Landlord manages the property for the other Owner. Therefore, external transfers generally will require the transferring resident to go on any pending Waiting List in the same position as any other new applicant at the other Owner's property. **CCH**, however, will provide information as to any open Waiting Lists.

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. **CCH** may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

### ***Emergency Transfer Request Documentation***

To request an emergency transfer, the tenant shall notify their property manager, or the lead property manager, or the regional property manager. Visit <https://www.wearecch.org> for a staff directory.

If **CCH** does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, **CCH** may ask for this documentation in accordance with 24 CFR 5.2007. Unless **CCH** receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), **CCH** cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. **CCH** will provide reasonable accommodations to this policy for individuals with disabilities.

The tenant's written request for an emergency transfer must include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member) stays in the same dwelling unit), or a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 may be used for making a written request for an emergency transfer.

### ***Priority for Transfers***

Tenants who qualify for an emergency transfer under VAWA will be given the following priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists.

- ***CCH***, allows a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available.
- Emergency VAWA transfers will be given priority over other administrative/mandatory unit transfers.
- ***CCH***, does not have any additional VAWA waiting list preferences.

### ***Confidentiality***

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, ***CCH*** must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information should be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the Certification Form (HUD-5382) and the Emergency Transfer Request Form (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed ***CCH*** employees or contractors if explicitly authorized ***CCH*** for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse.

Accordingly, **CCH** will never permit unauthorized access to any confidential information. Management will never attach or enter confidential VAWA information into a shared database. Confidential VAWA information will only be securely stored in a locked cabinet maintained by the approving manager.

### ***Emergency Transfer Procedure***

**CCH** cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. **CCH** will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If **CCH** identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. **CCH** may be unable to transfer a tenant and their household to a particular unit if the tenant and their household has not established or cannot establish eligibility for that unit.

If **CCH** does not have any safe and available units for which the tenant is eligible, **CCH** will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move.

At the tenant's request, **CCH** will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are attached to this plan.

### ***Making the Emergency Transfer Plan Available***

**CCH** will make its Emergency Transfer Plan readily available to participants, applicants, and the public.

- The plan is posted on our website: <https://www.wearecch.org>
- The plan is posted in each CCH managed property's management office.
- The plan is provided upon request.

**CCH** will ensure effective communication with individuals with disabilities, including making the transfer plan available in alternative accessible formats, as well as providing reasonable accommodations. **CCH** should be contacted if there is a need for translations or accommodations.

### ***Safety and Security of Tenants***

When ***CCH*** receives any inquiry or request regarding an emergency transfer, ***CCH*** will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, tenants are not required to receive guidance or assistance from a victim service provider.

**Public reporting burden** for this collection of information is estimated to range from four to eight hours per each covered housing provider's response, depending on the covered housing program. This includes the time to develop program and project-specific emergency transfer policies and develop contacts with local service providers. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. This is a model plan and covered housing providers in programs covered by VAWA may, at their discretion, use it to develop their own emergency transfer plans, as required under 24 CFR 5.2005(e). While HUD does not intend to collect emergency transfer plans, HUD may access these plans to ensure compliance with the regulations. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

***CCH VAWA CONTACTS (FOR YOUR SPECIFIC COUNTY) ATTACHED***

## **CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

**Confidentiality Note:** Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

**Purpose of Form:** If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act (“VAWA”), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

**VAWA protects individuals and families regardless of a victim’s age, sex, or marital status.** You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider’s written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, “What do I need to document that I am a victim?”. Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

**Will my information be kept confidential?** Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person’s access for that reason, **and** (3) the authorization complies with

applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

### **What if I require this information in a language other than English?**

To read this in Spanish or another language, please contact

\_\_\_\_\_ ; a Christian Church Homes (CCH) managed property, or go to [wearecch.org](http://wearecch.org).

You can read translated VAWA forms

at: [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

***CCH VAWA CONTACTS (FOR YOUR SPECIFIC COUNTY) ATTACHED***

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF  
DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT,  
OR STALKING**

**1. Name(s) of victim(s):** \_\_\_\_\_

**2. Your name** *(if different from victim's)*: \_\_\_\_\_

**3. Name(s) of other member(s) of the household:** \_\_\_\_\_

\_\_\_\_\_

**4. Name of the perpetrator** *(if known and can be safely disclosed)*: \_\_\_\_\_

**5. What is the safest and most secure way to contact you?**

**(You may choose more than one.)**

If any contact information changes or is no longer a safe contact method,  
notify your covered housing provider.

Phone      Phone Number: \_\_\_\_\_

Safe to receive a voicemail:       Yes       No

E-mail      E-mail Address: \_\_\_\_\_

Safe to receive an email:       Yes       No

Mail Mailing Address: \_\_\_\_\_

Safe to receive mail from your housing provider:       Yes       No

Other      Please List: \_\_\_\_\_

**6. Anything else your housing provider should know to safely  
communicate with you?** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:**

*Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, 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.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

*Dating violence* means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) 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 relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

*Sexual assault* means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

*Stalking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

**Certification of Applicant or Tenant:** By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

---

**Signature**

---

**Date**

**Public Reporting Burden** for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



## **EMERGENCY TRANSFER REQUEST FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

**Confidentiality Note:** Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

**Purpose of Form:** If you are a tenant of housing assisted under a covered housing program, or if you are receiving transitional housing or rental assistance under a covered housing program, you may use this form to request an emergency transfer and certify that you qualify for an emergency transfer under the Violence Against Women Act (“VAWA”). This form refers to domestic violence, dating violence, sexual assault, or stalking as “VAWA violence/abuse.”

**VAWA protects individuals and families regardless of a victim’s age, sex, or marital status.**

**You may request an emergency transfer when:**

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
  - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **or**
  - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

A covered housing provider, in response to an emergency transfer request, should not evaluate whether you are in good standing as part of the assessment or provision of an emergency transfer. Whether or not you are in good standing does not impact your ability to request an emergency transfer under VAWA.

However, submitting this form does not necessarily mean that you will receive an emergency transfer. See your covered housing provider's VAWA Emergency Transfer Plan for more information about VAWA emergency transfers and see "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for additional housing rights you may be entitled to.

**Am I required to submit any documentation to my covered housing provider?** Your covered housing provider may request documentation proving that you, or a household member, are a victim of VAWA violence/abuse, in addition to completing this emergency transfer request form. The request can be met by completing and submitting the VAWA Self-certification Form (Form HUD-5382), unless the covered housing provider receives conflicting information about the VAWA violence/abuse. If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you may, instead, choose to submit that documentation to your covered housing provider. See "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380, for more information.

**Will my information be kept confidential?** Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

**What if I need this information in a language other than English?**

To read this in Spanish or another language, please contact

---

\_\_\_\_\_;

a Christian Church Homes (CCH) managed property located at 1855 Olympic Blvd, #200, Walnut Creek, CA 94596 and can be reached by phone at 510-632-6712 or by email at [leasing@cchnc.org](mailto:leasing@cchnc.org). You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

***CCH VAWA CONTACTS (FOR YOUR SPECIFIC COUNTY) ATTACHED***



9. **Anything else your housing provider should know to safely communicate with you?**

---

---

---

10. **What features are requested for a safe unit?** You may list here any information that would facilitate a suitable transfer, such as accessibility needs, and a description of where it is safe or unsafe for you to live.

*(Please note that the ability to provide an emergency transfer is based on unit availability.)*

- |   |  |
|---|--|
| <input type="checkbox"/> New Neighborhood | <input type="checkbox"/> New Building                  |
| <input type="checkbox"/> First Floor unit | <input type="checkbox"/> Second Floor unit (and above) |
| <input type="checkbox"/> Near an Exit     | <input type="checkbox"/> Well-lit hallways/walkways    |
| <input type="checkbox"/> 24-hour Security | <input type="checkbox"/> Accessible unit               |
| <input type="checkbox"/> Other: _____     |  |

11. To approve your request for an emergency transfer, your covered housing provider may require that you provide written documentation that you (or a household member) are a victim of VAWA violence/abuse. Your covered housing provider must make this request for documentation in writing. You can choose to submit **any one** of the following types of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped you address the VAWA violence/abuse. The professional must state "under penalty of

perjury” that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both you and the professional must sign the statement;

- A police, administrative, or court record (such as a protective order) that shows you (or a household member) are a victim of VAWA violence/abuse; OR
- If permitted by your covered housing provider, a statement or other evidence provided by you.

**Certification of Tenant:** By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that I meet the conditions described on this form to qualify for an emergency transfer.

---

**Signature**

---

**Date**

**Public reporting burden** for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Covered housing providers in programs covered by VAWA may ask for a written request for an emergency transfer for a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking. Housing providers may distribute this form to tenants and tenants may use it to request an emergency transfer. The information is subject to the confidentiality requirements of VAWA. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

## CCH VAWA Contacts ADA County, IDAHO

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH IDAHO CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Ada County**

Salvation Army Housing and  
Homeless Services

4306 W State  
Boise, ID - 83703  
(208) 343-5429

River of Life - Boise Rescue  
Mission

575 S. 13th St  
Boise, ID - 83702  
(208) 389-9840

Boise Rescue Mission - City  
Light Home For Women &  
Children

1404 W. Jefferson  
Boise, ID - 83702  
(208) 368-9901

Women's and Children's  
Alliance

720 W. Washington  
Boise, ID - 83702  
(208) 343-7025

Boise Rescue Mission -  
Ministry Center

308 S. 24th St.  
Boise, ID - 83702  
(208) 343-2389

**Address Confidentiality  
Safe At Home  
California Partnership to  
End Domestic Violence**

PO BOX 846; Sacramento, CA 95812  
1 (877) 322 – 5227

PO BOX 1798; Sacramento, CA 95812  
1 (916) 444 – 7163

## CCH VAWA Contacts ALAMEDA County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH CALIFORNIA BAY AREA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Alameda County**

24 Hour Emergency shelter program	4700 International Boulevard Oakland, CA - 94601 (510) 534-6030
Berkeley Food and Housing Men's Housing Program	2140 Dwight Way Berkeley, CA - 94704 (510) 649-4980
Berkeley Food and Housing Project	1901 Fairview St Berkeley, CA - 94704 (510) 649-4965
Ruby's Place Hayward	1180 B Street Hayward, CA - 94541 (510) 786-1246
FESCO - The Family Shelter	21455 Birch Street Hayward, CA - 94541 (510) 581-3223
<b>Address Confidentiality Safe At Home</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227
<b>California Partnership to End Domestic Violence</b>	PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts BONNEVILLE County, IDAHO

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH IDAHO CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Bonneville County**

Haven Temporary Shelter	2480 S Yellowstone Hwy, Idaho Falls, ID 83402 (208) 523-6413
Idaho Falls Rescue Mission (Ruth House)	3130 S Yellowstone Hwy, Idaho Falls, ID 83402 (208) 419-0808
City of Refuge	840 Park Ave, Idaho Falls, ID 83402 (208) 552-5575
Club Inc	1820 E 17th St #150, Idaho Falls, ID 83404 (208) 529-4673
Aid For Friends Shelter	209 E Lewis St, Pocatello, ID 83201 (208) 232-5669
<b>Address Confidentiality Safe At Home California Partnership to End Domestic Violence</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227 PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts BUTTE County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH NORTHERN CALIFORNIA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Butte County**

Butte Countywide Homeless  
Continuum of Care

2039 Forest Ave,  
Chico, CA 95928  
(530) 552-6200

True North Housing Alliance  
/ Torres Community Shelter

101 Silver Dollar Way,  
Chico, CA 95928  
(530) 891-9048

Oroville Rescue Mission Inc

4250 Lincoln Blvd,  
Oroville, CA 95966  
(530) 534-9541

Chico Housing Action Team

22 Williamsburg Ln,  
Chico, CA 95926  
(530) 399-3965

Catalyst Domestic Violence  
Services

330 Wall St #50,  
Chico, CA 95928  
(800) 895-8476

**Address Confidentiality  
Safe At Home  
California Partnership to  
End Domestic Violence**

PO BOX 846; Sacramento, CA 95812  
1 (877) 322 – 5227

PO BOX 1798; Sacramento, CA 95812  
1 (916) 444 – 7163

## CCH VAWA Contacts CASSIA County, IDAHO

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH IDAHO CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Cassia County**

South Central Community  
Action Partnership

314 E 5th St,  
Burley, ID 83318  
(208) 678-3514

Helping Hands Christian

1250 Miller Ave,  
Burley, ID 83318  
(208) 878-9140

Crossroads Harbor

818 S Oneida St Ste#1,  
Rupert, ID 83318  
(208) 436-0987

Valley House Homeless  
Shelter

507 Addison Ave W,  
Twin Falls, ID 83301  
(208) 734-7736

Aid For Friends Shelter

209 E Lewis St,  
Pocatello, ID 83201  
(208) 232-5669

**Address Confidentiality  
Safe At Home  
California Partnership to  
End Domestic Violence**

PO BOX 846; Sacramento, CA 95812  
1 (877) 322 – 5227

PO BOX 1798; Sacramento, CA 95812  
1 (916) 444 – 7163

## CCH VAWA Contacts CONTRA COSTA County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH CALIFORNIA BAY AREA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Contra Costa County**

Anka Behavioral Health	1850 Gateway Blvd Concord, CA – 94520 (925) 825-4700
Bay Area Rescue Mission - Men's Shelter	200 MacDonald Avenue Richmond, CA – 94801 (510) 215-4555
Bay Area Rescue Mission - Women and Family Shelter	224 MacDonald Avenue Richmond, CA - 94801 (510) 215-4860
Central County Interim Housing Program - Concord Shelter	2047 Arnold Industrial Way Concord, CA – 94520 (925) 608-6700
STAND Domestic Violence – RMC	1410 Danzig Plaza, Suite 200 Concord, CA – 94520 (510) 776-6269
<b>Address Confidentiality Safe At Home California Partnership to End Domestic Violence</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227 PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts ECTOR County, TEXAS

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH TEXAS CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Ector County**

Family Promise of Odessa

1354 East 6th Street  
Odessa, TX - 79761  
(432) 934-6693

Jesus House of Odessa

1335 East 6th Street  
Odessa, TX - 79761  
(432) 272-3362

Mission Messiah for Women  
and Children

1213 West 2nd Street  
Odessa, TX - 79763  
(432) 580-5222

Salvation Army Odessa TX  
Homeless Shelter

810 East 11th Street  
Odessa, TX - 79761  
(432) 332-0738

**Address Confidentiality  
Safe At Home  
California Partnership to  
End Domestic Violence**

PO BOX 846; Sacramento, CA 95812  
1 (877) 322 – 5227  
PO BOX 1798; Sacramento, CA 95812  
1 (916) 444 – 7163

## CCH VAWA Contacts EL PASO County, COLORADO

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH COLORADO CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **El Paso County**

The Salvation Army  
Transitional Housing

908 Yuma St,  
Colorado Springs, CO 80909  
(719) 635-1287

The Salvation Army RJMC

709 S Sierra Madre St,  
Colorado Springs, CO 80903  
(719) 578-9190

Colorado House &  
Resource Center

21 S Wahsatch Ave,  
Colorado Springs, CO 80903  
(719) 325-0100

Springs Rescue Mission

5 W Las Vegas St,  
Colorado Springs, CO 80903  
(719) 632-1822

New Promise Family  
Shelter

1647 S Nevada Ave,  
Colorado Springs, CO 80906  
(719) 358-6220

**Address Confidentiality  
Safe At Home  
California Partnership to  
End Domestic Violence**

PO BOX 846; Sacramento, CA 95812  
1 (877) 322 – 5227

PO BOX 1798; Sacramento, CA 95812  
1 (916) 444 – 7163

## CCH VAWA Contacts HARRIS County, TEXAS

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH TEXAS CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Harris County**

The Life Center for the Homeless	4516 Old Yale St, Houston, TX 77018 (832) 413-1746
Turning Point Center	1701 Jacquelyn Dr, Houston, TX 77055 (713) 957-0099
Spirit Key Inc.	13617 Kaltenbrun Rd, Houston, TX 77086 (281) 971-0014
Sonrise Shelter	5609 E Mt Houston Rd, Houston, TX 77093 (281) 449-0994
Mission of Yahweh	10247 Algiers Rd, Houston, TX 77041 (713) 466-4785
<b>Address Confidentiality Safe At Home</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227
<b>California Partnership to End Domestic Violence</b>	PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts HOWARD County, TEXAS

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH TEXAS CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Howard County**

United Way-Big Spg Howard  
County

215 W 3rd St,  
Big Spring, TX 79720  
(432) 267-5201

Salvation Army

811 W 5th St,  
Big Spring, TX 79720  
(432) 267-8239

Victim Services of Big Spring

2906 W 13th St,  
Big Spring, TX 79720  
(432) 263-3312

The Salvation Army of  
Midland

600 E Wall St,  
Midland, TX 79701  
(432) 683-3614

**Address Confidentiality  
Safe At Home  
California Partnership to  
End Domestic Violence**

PO BOX 846; Sacramento, CA 95812  
1 (877) 322 – 5227  
PO BOX 1798; Sacramento, CA 95812  
1 (916) 444 – 7163

## CCH VAWA Contacts JACKSON County, MISSOURI

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH MISSOURI CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Jackson County**

Salvation Army Housing Complex	14700 E Truman Rd, Independence, MO 64050 (816) 252-3200
City Union Mission Family Center	1310 Wabash Ave, Kansas City, MO 64127 (816) 474-9380 ext. 1460
Shelter KC	1520 Cherry St, Kansas City, MO 64108 (816) 421-7643
Restart Inc	918 E 9th St, Kansas City, MO 64106 (816) 842-1199
Hotline For the Homeless	1310 Wabash Ave, Kansas City, MO 64127 (816) 474-4599
<b>Address Confidentiality Safe At Home</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227
<b>California Partnership to End Domestic Violence</b>	PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts MULTNOMAH County, OREGON

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH OREGON CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Multnomah County**

A Home for Everyone	501 SE Hawthorne Blvd #600, Portland, OR 97214 (503) 988-2525
Burnside Shelter (Portland Rescue Mission)	111 W Burnside St, Portland, OR 97209 (503) 906-7690
Dignity Village	9401 NE Sunderland Ave, Portland, OR 97211 (503) 281-1604
My Father's House	5003 Powell Blvd, Gresham, OR 97030 (503) 492-3046
Rose Haven Day Shelter and Community Center	1740 NW Glisan St, Portland, OR 97209 (503) 248-6364
<b>Address Confidentiality Safe At Home</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227
<b>California Partnership to End Domestic Violence</b>	PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts NAPA County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH NORTHERN CALIFORNIA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Napa County**

Domestic Violence & Sexual Abuse Services	1141 Pear Tree Ln #220, Napa, CA 94558 (707) 255-6397
Community Action of Napa Valley	2521 Old Sonoma Rd, Napa, CA 94558 (707) 253-6100
Homeless Of Napa	1301 4th St, Napa, CA 94559 (707) 259-8133
South Napa Shelter	100 Hartle Court Napa Ca 94559 (707)271-7878
Napa Valley Local Assistance Center	301 1st St, Napa, CA 94559 (707) 258-7829
<b>Address Confidentiality Safe At Home California Partnership to End Domestic Violence</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227 PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts ORANGE County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH SOUTHERN CALIFORNIA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Orange County**

Mercy House Homeless Intervention Services of Orange County	(714) 836-7188 907 Bradford Ave, Placentia, CA 92870 (714) 993-5774
Salvation Army emergency shelter	1455 Salvation Pl, Anaheim, CA 92805 (657) 999-2430
Bridges at Kraemer Place Homeless Shelter	1000 N Kraemer Pl, Anaheim, CA 92806 (714) 836-7188
Thomas House Temporary Shelter	12601 Morningside Ave # 6, Garden Grove, CA 92843 (714) 554-0357
<b>Address Confidentiality Safe At Home</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227
<b>California Partnership to End Domestic Violence</b>	PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts SAN FRANCISCO County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH CALIFORNIA BAY AREA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **San Francisco County**

National Domestic Violence Hotline	1-800-799-7233 TTY: 1-800-787-3224
Casa De Las Madres	24 HOUR CHRISIS LINE 1-800-503-1850
Domestic Violence Treatment Centers	4333 California Street 1 (415) 221 – 1234
Cuav Community United Against Violence	427 S. Van Ness Avenue 1 (415) 777 – 5500
Asian Women’s Shelter	3543 18 <sup>th</sup> Street; #19 1 (415) 751 – 7100
Futures without Violence	100 Montgomery Street 1 (415) 678 - 5500
911 and/or National Sexual Assault Hotline	1 (800) 656 – HOPE
SF Women Against Rape’s 24-hour hotline	1 (415) 647 – 7273
<b>Address Confidentiality Safe At Home</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227
<b>California Partnership to End Domestic Violence</b>	PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163
<b>Cooperative Restraining Order Clinic (CROC)</b>	Appointments: 1 (415) 255 – 0165 Business Line: 1 (415) 864 – 1790

CROC assists survivors of domestic violence, sexual assault, and stalking in obtaining restraining orders against their perpetrators. If the parties have children together, CROC also assists in obtaining necessary child custody, visitation, and support orders

## CCH VAWA Contacts SANTA CLARA County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH CALIFORNIA BAY AREA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Santa Clara County**

HomeFirst	5898 Rue Ferrari, San Jose, CA 95138 (408) 294-2100
Sunnyvale County Winter Shelter	999 Hamlin Ct, Sunnyvale, CA 94089 (408) 497-1247
Family Supportive Housing	692 N King Rd, San Jose, CA 95133 (408) 926-8885
HomeFirst Services of Santa Clara County	507 Valley Way, Milpitas, CA 95035 (408) 539-2100
LifeMoves	260 Commercial St, San Jose, CA 95112 (408) 271-1630
<b>Address Confidentiality Safe At Home California Partnership to End Domestic Violence</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227 PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts SANTA CRUZ County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH CALIFORNIA BAY AREA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Santa Cruz County**

Pajaro Valley Shelter  
Services

115 Brennan St,  
Watsonville, CA 95076  
(831) 728-5649

River Street Shelter

115C Coral St,  
Santa Cruz, CA 95060  
(831) 728-5649

Pajaro Rescue Mission

111 Railroad Ave,  
Royal Oaks, CA 95076  
(831) 724-9576

Siena House Maternity  
Home

108 High St,  
Santa Cruz, CA 95060  
(831) 425-2229

Housing Matters

115B Coral St,  
Santa Cruz, CA 95060  
(831) 458-6020

**Address Confidentiality  
Safe At Home  
California Partnership to  
End Domestic Violence**

PO BOX 846; Sacramento, CA 95812  
1 (877) 322 – 5227

PO BOX 1798; Sacramento, CA 95812  
1 (916) 444 – 7163

## CCH VAWA Contacts SHASTA County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH NORTHERN CALIFORNIA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Shasta County**

Good News Rescue Mission	2842 S Market St, Redding, CA 96001 (530) 241-5754
One SAFE Place	2250 Benton Dr, Redding, CA 96003 (530) 244-0117
Pathways to Housing	1871 Kenyon Dr, Redding, CA 96001 (530) 338-2423
Ready for Life Host Homes Resource Center	962 Maraglia St, Redding, CA 96002 (530) 222-1826
Faithworks	2825 West St, Redding, CA 96001 (530) 242-1121
<b>Address Confidentiality Safe At Home</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227
<b>California Partnership to End Domestic Violence</b>	PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts TULARE County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH SOUTHERN CALIFORNIA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Tulare County**

Lighthouse Rescue Mission

111 W Kern Ave,  
Tulare, CA 93274  
(559) 687-8317

VRM: Shelter of Hope

1413 N Burke St,  
Visalia, CA 93292  
(559) 740-4178 ext. 410

Visalia Rescue Mission

741 N Santa Fe St,  
Visalia, CA 93292  
(559) 740-4178

Kings Tulare Homeless  
Alliance

1900 N Dinuba Blvd STE G,  
Visalia, CA 93291  
(559) 738-8733

Open Gate Ministries

511 N K St,  
Dinuba, CA 93618  
(559) 591-1241

**Address Confidentiality  
Safe At Home  
California Partnership to  
End Domestic Violence**

PO BOX 846; Sacramento, CA 95812  
1 (877) 322 – 5227

PO BOX 1798; Sacramento, CA 95812  
1 (916) 444 – 7163

## CCH VAWA Contacts YOLO County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH NORTHERN CALIFORNIA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Yolo County**

Empower Yolo	175 Walnut St, Woodland, CA 95695 (530) 661-6336
El Hogar Community Services, Inc. (Guest House Homeless Clinic)	600 Bercut Dr, Sacramento, CA 95811 (916) 440-1500
Opportunity House Homeless Shelter	267 Bennett Hill Ct, Vacaville, CA 95688 (707) 447-1988
Salvation Army	1200 N B St, Sacramento, CA 95811 (916) 442-0331
Next Move Homeless Services	8001 Folsom Blvd, Sacramento, CA 95826 (916) 454-2120
<b>Address Confidentiality Safe At Home California Partnership to End Domestic Violence</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227 PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163

## CCH VAWA Contacts YUBA County, CALIFORNIA

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

### CCH NORTHERN CALIFORNIA CONTACTS

For help regarding an abusive relationship, stalking, sexual assault, or restraining orders you may contact the below agencies/resources:

#### **Yuba County**

Regional Emergency Shelter Team - REST	909 Spiva Ave, Yuba City, CA 95991 (530) 755-3491
14Forward	1212 J St, Marysville, CA 95901 (530) 749-6811
Hands of Hope	909 Spiva Ave, Yuba City, CA 95991 (530) 755-3491
Twin Cities Rescue Mission	940 14th St, Marysville, CA 95901 (530) 743-8777
Central Valley Homeless Veterans Assistance Program	604 D St, Marysville, CA 95901 (530) 749-1036
<b>Address Confidentiality Safe At Home California Partnership to End Domestic Violence</b>	PO BOX 846; Sacramento, CA 95812 1 (877) 322 – 5227 PO BOX 1798; Sacramento, CA 95812 1 (916) 444 – 7163



# EXHIBIT K – Transfer Policies and Forms



---

# Transfer Policies and Forms

## Policy Statement

CCH has apartments of varying size, layout, and design to accommodate our residents. When management receives a request to transfer due to changes in a household's circumstances and needs, several factors must be taken into consideration so that limited resources are used in the best interest of the community. This policy also ensures that transfers are handled in accordance with regulatory guidelines, civil rights, and nondiscrimination requirements.

## Policy Objective & Revisions

The purpose of this policy is to define the conditions under which a resident or household may transfer from one apartment to another. The procedure establishes how the transfer is accomplished.

This policy may be superseded by requirements from HUD, other applicable regulatory agencies, or by Federal 504 regulations. We reserve the right to make modifications to this policy as necessary.

## Transfer List Maintenance and Administration

When a suitable unit is not available for immediate occupancy by a household with an approved transfer request, they will be placed on the Waiting List with a preference as a Current Resident waiting for a Transfer. Transfer requests will be placed on the Waiting List and considered in the order received, based upon suitable unit availability.

When a suitable unit becomes available, occupied households on the Waiting List will be housed appropriately before an applicant will be selected from the Waiting List. This will be done in chronological order,

based upon the date the Transfer Request was submitted. In this manner, management will avoid displacing current residents whose housing needs have changed since admission. Exceptions to this include Emergency and Reasonable Accommodations Transfers, which will be given priority. Residents must move within 30 days after the owner notifies the family that a unit of the required size/features is available within the property.

## **Mandatory Transfers**

### **Emergency**

When an immediate, verifiable threat to life, health or safety of the resident or family members, such as an uninhabitable unit due to fire, flood, etc., or VAWA. Residents requesting a VAWA transfer will also be provided with the VAWA Emergency Tenant Transfer Plan.

### **Reasonable Accommodations**

When the need for an accessible unit, ground floor unit, verified medical need for a specific unit type and all other Reasonable Accommodations.

### **Accessible Unit**

When a non-disabled household is residing in an accessible unit and there is a disabled household in need of the accessible unit, or when a specific accessible feature(s) of a unit not required for the occupying household are required for a disabled housing.

### **Household Composition**

When households require either a larger or smaller unit due to changes in the household size and/or composition based on regulatory and CCH Occupancy Guidelines.

## **Administrative Transfers**

Transfers determined to be necessary, business-related by CCH for the property or unit to remain in compliance with regulatory requirements,

court orders, conflict resolutions, or warranted by modernization and rehabilitation activities.

## **Voluntary Transfers**

Voluntary Transfers are defined by CCH as transfers desired by in-place households for any reason other than Mandatory and Administrative Transfers. CCH does not approve nor process Voluntary Transfers.

## **Transfer Priorities**

Transfers will generally be processed in the following order:

1. VAWA Transfers
2. Emergency Transfers
3. Reasonable Accommodations Transfers
4. Accessible Unit Transfers
5. Household Composition Transfers
6. Administrative Transfers

## **Costs Associate with Transfers**

Costs will be borne by the resident except in cases related to Reasonable Accommodation or as stipulated in the Accessible Apartment Transfer Agreement.

## **Transfer Offers**

CCH will provide an offer of a suitable transfer unit in writing; the requestor will have 5 calendar days to accept or refuse for good cause. CCH will make a 2<sup>nd</sup> offer of a suitable transfer unit in writing, the requestor will have 5 calendar days to accept or refuse for good cause.



**POLICIES AND PROCEDURES**  
**TRANSFERS**  
***TRANSFER POLICIES AND FORMS***



---

Emergencies, Reasonable Accommodations, Accessible Units, and Household Composition transfers are NOT eligible for refusal of transfer unit offers.

## **Rejection of Offers**

If two offers are refused, the requestor will lose their current position, will be taken off the Transfer Waiting List, and must submit a new request in order to be processed or offered other transfer units. Extenuating circumstances may be considered to grant an exception to this policy.

**TRANSFER REQUEST FORM**

**A BASIC INFO**

\_\_\_\_\_  
*Date of Request*

\_\_\_\_\_  
*Property Name*

\_\_\_\_\_  
*Unit Number*

\_\_\_\_\_  
*Household Name*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email*

**B TRANSFER OPPORTUNITIES**, please check only one:

**MADATORY**

- Emergency: For an immediate, verifiable threat to life, health or safety of the resident or family members.
- Reasonable Accommodations: For an accessible unit, ground floor unit, verified medical need for a specific unit type.
- Accessible Unit: When a non-disabled household is residing in an accessible unit/specific accessible feature(s) of a unit and there is a disabled household in need of such a unit.
- Household Composition: When households require either a larger or smaller unit due to changes in the household size/ composition based on CCH/regulatory occupancy guidelines.

**ADMINISTRATIVE**

- Transfers determined to be necessary, business-related by CCH for the property or unit to remain in compliance with regulatory requirements, court orders, conflict resolutions, or warranted by modernization and rehabilitation activities.



# OPERATIONS TRANSFERS

## REQUEST FORM AND ACKNOWLEDGEMENTS



### TRANSFER ACKNOWLEDGEMENTS

**C** Residents requesting/requiring a transfer must meet the eligibility requirements per the Transfer Policy. Residents who have three or more lease violations of the following types within the past three years may be denied the opportunity to transfer: (1) Damage of property; (2) Failure to pay rent on a timely basis; (3) Violating peaceful enjoyment of neighbors; (4) Failure to keep unit safe and sanitary; or (5) Violation of the Smoke Free Living Policy

#### **D Tenant(s) Signature & Date**

By signing below, you understand that each community administers transfers per the established Transfer Policy, which is available for your review, certain transfers are given priority over others, and there may be charges associated with a transfer.

\_\_\_\_\_  
Printed Name #1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### TO BE COMPLETED BY MANAGEMENT (After previous sections completed)

**1** Management *received notice* on (date & timestamp if available):

**2** Security *Deposit(s)* on file:

_____	+	_____	=	_____
Security Deposit		Pet Deposit		<b>Total Deposit On Hand</b>

**3** *Transfer details:*

Yes  No  
Unit Inspection Passed/Attach

\_\_\_\_\_  
New Unit Number

Denied \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Deny or Date of Approved Transfer

**4** Management Signature & Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# EXHIBIT L – Live-In Aide Policies and Forms



---

# Live-In Aide Policies and Forms

## Policy Statement

It is unlawful to refuse to make Reasonable Accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with disabilities equal opportunity to use and enjoy a dwelling unit, including public and common use areas. All CCH Communities must apply the Live-In Aide Policy in cases where a Reasonable Accommodation has been requested to allow a person with disabilities to have an aide live in their apartment to provide essential care. This Aide must not be obligated for the individual's support, and would not be living in the unit except to provide the support services.

## Policy Objective

Federal, state, and local civil rights laws all require the landlord's reasonable accommodation applicants and residents with disabilities; these laws apply to persons with both physical and mental disabilities. When a resident or applicant requests a Reasonable Accommodation to have a Live-In Aide, management must follow established procedures to ensure that the Live-In Aide meets applicable resident selection criteria and is aware of all rules and obligations that accompany residing on the premises. The Live-In Aide Policy attempt to place responsibility for the aide's selection, delivery of services, and conduct with the resident while not limiting or impairing the rights of the person with disabilities or violating Section 504 of the Rehabilitation Act or the Fair Housing Act.

## Purpose of a Live-In Aide

A Live-In Aide is permitted by the Landlord to occupy the Resident's apartment as a reasonable accommodation to the Resident's disability only as long as the Resident requires the services of a Live-In Aide to be able to successfully live in these premises, perform daily living

---

***LIVE-IN AIDE POLICIES AND FORMS***

---

activities, and meet the lease terms. At any time should the Resident no longer need the services of the Live-In Aide, the Resident shall ensure that the aide immediately move from the Resident's apartment. The need for a Live-In Aide must be third party verified with a reliable health care provider.

### **Prior Approval Required**

To be permitted to occupy the apartment, the Live-In Aide must consent to certain background checks (landlord references, sex offender, criminal background, and eviction) and successfully meet the relevant criteria as set forth in the Resident Selection Criteria. The proposed aide must attend an interview with management and fill out an application and questionnaire. The following documents must be completed and filed with management prior to aide move-in: Live-In Aide Request Form, Live-In Aide Agreement, and the Live-In Aide Addendum to the Resident's Lease Agreement. *Persons already living with the resident (i.e. spouse, etc.) cannot be classified as Live-In Aides since they do not meet the third part of the Live-In Aide definition.*

### **Live-In Aide Rights of Occupancy**

The Live-In Aide qualifies for occupancy only as long as the Resident needs supportive services and remains a Resident. The Live-In Aide has no rights to occupancy, even if the Live-In Aide is a family member of the Resident, and may not qualify for continued occupancy as a remaining family member.

### **Apartment Size**

The presence of a Live-In Aide is considered in determining the appropriate apartment size for a household. The addition of a Live-In Aide in a household is considered a "Change in Family Composition" for purposes of the Transfer Policy.

---

## **Legal and Financial Responsibility of Residents**

As the Resident and the employer of the Live-In Aide who will occupy the Resident's apartment, the Resident has the following legal and financial duties:

- Resident agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity or damage caused by the Live-In Aide.
- Resident ensures that the Live-In Aide abides by all lease terms and with Landlord's House Rules and other regulations. If Resident learns of violations by the Live-In Aide, the Resident will immediately terminate services of the Live-In Aide and remove the Live-In Aide from the premises.
- Resident understand that the Live-In aide is considered an employee of the Resident and as such, the Resident is responsible for the actions of the Live-In Aide while on the premises. The Live-In Aide's violations of the lease terms and Landlord's House Rules and other regulations could result in the termination of the Resident's Lease.

### **Resident's Absence from Unit**

Because the Live-In Aide occupies the apartment only to provide services to the Resident, if the Resident is absent from the apartment for more than two weeks (14 days and/or nights), the Live-In Aide will vacate the Resident's apartment and shall not occupy the apartment until the Resident returns.

### **Recertification of Need for Live-In Aide**

The Landlord has the right to annually recertify the Resident's need for the continued occupancy by the Live-In Aide. Upon request, the Resident agrees to provide Landlord with any information necessary to confirm their continued need of the services of the Live-In Aide.

## Temporary Aides

In some instances, a resident may require a Live-In Aide more quickly than an aide can be approved through the screening process. Examples of this would be a rapid change in health status or release from the hospital. To accommodate emergency needs, management can consider this person a “guest” until the appropriate procedure can be followed.

## Procedures

### Responding to Requests

If a resident or applicant inquires about having a Live-In Aide, provide them with a Live-In Aide Policy, Live-In Aide Request Form, and “Need a Social Service Coordinator?” form. If they require an accommodation in terms of reading any of these documents, please offer assistance. Answer questions about the policy but be careful never to ask them to reveal their disability.

### Verifying the Need

If an applicant or resident decides they would like to have a Live-In Aide, fill out the CCH “Verification for Live-In Aide” form and directly mail it to a healthcare provider deemed a reliable source. The healthcare provider may be a physician, care worker, or representative of the Center for Independent Living, for example. Do not accept a note from the provider. Instead explain that you are required to use the CCH form and that it must be done “third party”. Need for the Live-in Aide should be verified annually.

### Qualifying a Live-In Aide

***If a negative verification*** is received, the resident should receive a “Response to Live-In Aide Request” letter and be referred to a Service Coordinator for assistance in hiring a chore worker.

---

***If a positive verification*** is received:

- The Social Service Coordinator should offer assistance in procuring an aide and provide a copy of “How to Hire Helpers”.
- The Administrator sets up an interview with the resident and proposed live-in aide. The aide should be given the questionnaire to fill out in advance of the interview and should be advised to bring photo identification. During the interview, the Administrator:
  - Gives an overview of the policy, procedure, and requirements to reside on the premises
  - Reviews the answers provided on the Live-In Aide Questionnaire
  - Photocopies proof of identification; and
  - Secures signatures from the aide on the release portion of the CCH Landlord Reference Form (cross out questions related to paying rent) and the Applicant/Resident Consent Form (for background screening).
- The Administrator performs landlord reference, criminal background, sex offender, and eviction checks. The cost of this screening is a community expense – no expense to the resident or live-in aide.

### **Rejecting a Live-In Aide**

The resident’s choice of a Live-In Aide may be rejected by management if:

- The responses to the Questionnaire are not acceptable
- The Landlord References do not meet our criteria for residency;
- The proposed aide cannot provide proof of identity;
- The criminal sex offender background or eviction check does not meet our criteria for residency.

---

The Administrator must notify the resident of the rejection using the “Response to Live-In Aide Request” letter.

### **Accepting a Live-In Aide**

If the live-in aide meets the criteria listed above, the Administrator provides written approval by using the “Response to Live-In Aide Request” letter.

Another meeting is set up to:

- Accept the signed and notarized Live-In Aide Agreement (NOTE: Notarization is a site expense);
- Have the resident sign the Lease Addendum for Live-In Aide;
- Provide copies of these documents to the Resident and Live-In Aide. Also, provide the live-in aide with a copy of the lease, house rules, resident handbook and any pertinent policies;
- Discuss parking rules and logistics and gather vehicle information from aide (if applicable);
- Provide keys to Live-In Aide and obtain a signed receipt; and
- Discuss the need for a larger apartment (if any exist) and provide Request for Transfer form (if applicable).

The “For Management Use Only” portion of the Live-In Aide Request form is completed and all live-in aide documents are filed in the resident file according to the CCH “Resident File Set-up”. (NOTE: The Addendum is separate from the rest of the documents).

An Interim Recertification is done to indicate occupancy of the live-in aide. In-House Communities should send a Community Control Sheet to their Compliance Representative to process this IR. Please attach all required documents.



**OPERATIONS**  
**LIVE-IN AIDES**  
**REQUEST FORM**



**SECTION 1 – INFORMATION & INSTRUCTIONS**

If you require assistance in completing this form, please let us know and we will assist. You may request a Live-In Aide as a reasonable accommodation request under the Fair Housing Act and in order for an individual to qualify as a Live-In Aide, you must:

- meet the definition of a “person with disabilities” set by the Fair Housing Act; and
- require a Live-In Aide in order to successfully live in this community, perform daily living activities, and meet the lease terms; and
- have all information verified through a health care professional

**SECTION 2 – REQUESTOR INFORMATION**

**A** Full Name: \_\_\_\_\_

**B** Property: \_\_\_\_\_ Unit #: \_\_\_\_\_

**C** Phone #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**D** Email: \_\_\_\_\_

**D** By signing below, you request the individual identified in the questionnaire be screened as your Live-In Aide, understand that this property will only consider if the individual is suitable to live at this property, and should they be approved, they will have no right to remain in the unit if, for any reason, you should leave.

**E** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 1 – RESIDENT/REQUESTOR INFORMATION

- A** Full Name: \_\_\_\_\_
- B** Property: \_\_\_\_\_ Unit #: \_\_\_\_\_

## SECTION 2 – PROPOSED LIVE-IN AIDE INFORMATION

- A** Full Name: \_\_\_\_\_
- B** Address: \_\_\_\_\_ Unit: \_\_\_\_\_
- C** City: \_\_\_\_\_ State/Zip: \_\_\_\_\_
- D** Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_
- E** Gender: \_\_\_\_\_ DOB: \_\_\_\_\_ SSN: \_\_\_\_\_
- F** Are you a relative?  No  Yes If yes, how: \_\_\_\_\_
- G** Are you employed?  No  Yes If yes, please complete H-I
- H** Employer: \_\_\_\_\_ City: \_\_\_\_\_
- I** Address: \_\_\_\_\_ State/Zip: \_\_\_\_\_
- J** Phone: \_\_\_\_\_ Employ Dates: \_\_\_\_\_

**SECTION 2 – PROPOSED LIVE-IN AIDE INFORMATION (CONT'D)**

**K** Please provide 2 years of residential history by completing the below section (attach additional pages if needed).

L1 Address: \_\_\_\_\_ Unit: \_\_\_\_\_

M1 City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

N1 Phone: \_\_\_\_\_ Dates: \_\_\_\_\_

O1 Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

P1 Address: \_\_\_\_\_ State/Zip: \_\_\_\_\_

L2 Address: \_\_\_\_\_ Unit: \_\_\_\_\_

M2 City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

N2 Phone: \_\_\_\_\_ Dates: \_\_\_\_\_

O2 Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

P2 Address: \_\_\_\_\_ State/Zip: \_\_\_\_\_

**Q** Have you been evicted within the past 5 years?  Yes  No

**R** Have you been in any legal/criminal/civil actions within the past 5 years?  Yes  No

**S** Are you listed on any state's sex offender registration?  Yes  No

**T** Do you illegally use/sell controlled substances or abuse alcohol?  Yes  No



**OPERATIONS**  
**LIVE-IN AIDES**  
**QUESTIONNAIRE**



**SECTION 2 – PROPOSED LIVE-IN AIDE INFORMATION (CONT'D)**

- U** Do you agree to abide by all Lease terms and the Landlord’s House/Community rules and regulations?  Yes  No
- V** Do you understand that your occupancy will be terminated should you fail to comply with the Landlord’s House/Community rules and regulations?  Yes  No
- W** Do you agree to vacate the unit during any time period during which the Tenant is absent from the unit for longer than two weeks (14 days and/or nights)?  Yes  No
- X** Do you understand that you are occupying this property only to provide personal care services to the Requestor, and therefore, have no rights to continued occupancy of the Tenant’s unit should the Tenant vacate for any reason?  Yes  No
- Y** I understand that the information provided will be used to determine my eligibility to live on this property as a Live-In Aide and I authorize the owner to verify all information provided on this form, which may be released to appropriate federal, state, or local agencies. I certify that the statement made are true and complete to the best of my knowledge and understand that false statement are punishable under federal law and may result in denial of my Live-In Aide status.
- Z** Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**OPERATIONS**  
**LIVE-IN AIDES**  
*MANAGEMENT DOCUMENTATION*



**SECTION 1 – RESIDENT/REQUESTOR INFORMATION**

- A Requestor: \_\_\_\_\_
- B Property: \_\_\_\_\_ Unit #: \_\_\_\_\_
- C Live-In Aide: \_\_\_\_\_

**SECTION 2 – LIVE-IN AIDE VALIDATION**

- A Date Received: \_\_\_\_\_ By: \_\_\_\_\_
- B Residential History:  No  Yes Criminal:  No  Yes
- C Verification:  No  Yes Sex Offender:  No  Yes
- D RA/M:  No  Yes Effective Date: \_\_\_\_\_
- E Comments: \_\_\_\_\_
- F Approved:  No  Yes Date Approved: \_\_\_\_\_
- G By signing below, the individual identified in the questionnaire be approved as a Live-In Aide.
- H Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# **EXHIBIT M – Pets & Assistance Animals Policies and Forms**



# **Pets & Assistance Animals Policies and Forms**

## **Policy Statements**

### **Pet Policy**

A resident will be permitted to own or otherwise maintain one or more common household pets (animals) within the resident's dwelling unit, subject to applicable state laws and local government ordinances related to public health, animal control, and animal anticruelty.

### **Assistance Animal Policy**

It is unlawful to refuse to make Reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a dwelling unit, including public and common use areas. All CCH Managed Communities must apply the Assistance Animal Policy in cases where a Reasonable Accommodation has been made to allow a disabled resident or applicant to keep an animal on the premises which specifically provides assistance or benefit related to the disability.

## **Selection Criteria**

Only one dog or cat will be allowed per apartment. The maximum size of a fully-grown dog should be no more than 25 pounds. Dogs and cats should be spayed or neutered.

A maximum of two birds is allowed and must be kept in appropriate cages.

The maximum aquarium size for fish is 20 gallons.

The maximum number of small animals (gerbils, hamsters, guinea pigs, mice, etc.) is two and these animals must be kept in an appropriately sized cage.

Assistance Animals may be exempt from the above criteria.

## **Acceptance of Animals**

Prior to the animal being kept in the Resident's dwelling unit:

- Residents must sign the Pets & Assistance Animals Agreement.
- Residents must sign the Animal Information Record(s).
- Residents with Assistance Animals must complete the CCH Reasonable Accommodation process (Management Request and Certification of Need).
- Each animal requiring a license must be licensed and have the tag on its collar; licenses must be renewed as required by law.
- Residents must provide proof of all inoculations and vaccinations that are required by law and kept current according to all legal requirements.
- Residents must provide proof of neutering or spaying of all dogs and cats.
- Residents must agree that the animal will be confined/under resident control when entering or leaving the premises.
- Residents must agree not to take the animal to any area of the building or community where not permitted.
- Resident must agree to an annual review of compliance with all federal, state, and local laws concerning animals.

## **Care of Animals**

### **General Requirements**

Each resident having an animal in their apartment will be responsible for daily cleaning of the area used by the animal. The resident must maintain the dwelling unit in a clean, sanitary, odor, and vermin free condition.

## **Birds**

Birds must be kept in a proper cage at all times. The floor area around and under the cage must be protected.

## **Fish**

Aquariums must be cleaned and maintained according to acceptable standards of fish culture. The aeration, filtering, heating, and other necessary apparatus must be installed and maintained according to prevailing electrical codes.

## **Dogs and Cats**

Every dog or cat must be kept on a harness or leash while outside the apartment and under the control of an adult who is able to restrain it. No animal may be left or tethered outside the dwelling unit. No doghouses, animal runs, etc. will be permitted anywhere on the premises. Flea control is required as part of the ongoing care of dogs and cats, residents may be required to provide proof of flea treatments.

## **Financial Obligations**

Every resident or applicant requesting to have an animal, must place an Animal Deposit with Management in the amount of \$300.00 – Assistance Animals do not need to pay an Animal Deposit. This deposit will be retained in a special account. If the animal is denied, the deposit will be returned along with a reason for the denial. When the pet is no longer in the dwelling unit, or when the resident moves out, the deposit will be returned after an inspection for damages and any charges have been deducted. Any damages over the Animal Deposit will be billed to the resident. Payment plans to accumulate the Animal Deposit may be authorized by CCH management, with an initial payment not less than \$100 when the pet is brought on the premises, and subsequent monthly payment not less than \$25 per month until the amount of the deposit is reached.

## **Liability Insurance**

Owners of animals are urged to secure a liability insurance policy to protect themselves in case their animal injures someone.

## **Registration**

All residents are required to register their pets with CCH Management, the animal must be registered before it is brought onto the premises, and registration must be updated at least annually, included with the annual recertification of tenancy.

The registration will include: (1) A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable State and local law; (2) Information sufficient to identify the animal and to demonstrate that it is a common household pet; and (3) the name, address, and phone number of one or more responsible parties who will care for the animal when and if the resident is unable to.

Management may refuse permission to keep an animal if: (1) the animal is not a common household pet; (2) if the keeping of the animal would violate any applicable house/pet rule; (3) the resident fails to provide complete, or fails to annually update, the Animal Information Record; (4) if management reasonably determines, based on the resident's habits and practices, that the resident will be unable to keep the animal in compliance with the animal rules and other lease obligations.

## **Health, Safety, and Welfare**

The resident is responsible for the action of their animal at all times and agrees to abide by the following rules:

- No animal will be allowed to disturb the rights, comfort and convenience of neighbors or other occupants, whether the animal is inside or outside of a dwelling unit.

***PETS AND ASSISTANCE ANIMALS POLICIES***

---

- Dogs and cats must be house broken and all other animals must be caged at all times.
- No offspring or baby pets of any type are allowed.
- Animals shall not be tied to any fixed object outside a dwelling unit, including, without limitation, walkways, stairways, halls, parking lots, lawns, or any part of the complex property. Animals will not be allowed to run loose outside a dwelling unit.
- Where necessary, animals will be allowed to pass through the lobby and halls while being brought into or being taken out of the resident's unit. Animals will not be allowed to remain in any public area of the building.
- Animals are not allowed in the community room, lobby or laundry room.
- A resident or guest shall bring no other animals onto the complex property. Guests may not bring animals onto the property without written approval of management.
- Animals must be fed and watered inside the dwelling unit. Animal food and water may not be left outside a dwelling unit at any time.
- Animals will not be allowed to make noise, create odor, or otherwise disturb the peace of other residents.
- If the resident is going to be away for longer than one day, arrangements, in writing, must be made to provide adequate care for the animal. In the event that appropriate arrangements are not made, the appropriate authorities will be called to take charge of the animal at the expense of the resident.
- In the event that an animal bites or attacks other animals or persons, a report will be made to the appropriate authorities as required by law. Management will also be required to remove the animal from the building if it is determined that it presents a hazard to others.

***PETS AND ASSISTANCE ANIMALS POLICIES***

---

- The resident will be responsible for pick up their animal waste (feces) anywhere on the grounds or property and disposing of the waster in a manner that conforms to local sanitary regulations (i.e. in a sealed appropriate container into the garbage). Animals will be allowed to void themselves only in the designated areas:
  - In this area, the resident must pick up and dispose of any feces left by their pet. Failure to properly dispose of waste may result in a fee for cleaning up pet waste in the amount of \$5.00 per occurrence.
- Cat litter **MUST** be changed at least twice each week.
- Resident's will maintain their animals in such a way that complies with the requirements of all applicable Federal, State, and local laws, including health, housing, and building codes to keep the pets and premises in a clean, sanitary, odor and vermin free condition.

## **Removal of Pets**

When complaints are received and verified by management about violations of the animal rules, the owner of the animal involved will be served written notice of the animal rule violation and asked to meet with management to discuss the violation. The notice will contain:

- A brief factual statement of how the alleged animal violation was determined and the rule that was violated.
- A statement that the animal owner has 10 days to correct the alleged violation, or to make a written request for a meeting to discuss it.
- A statement that the animal owner is entitled to be accompanied by another person of their choice at the meeting.
- A statement that the animal owner's failure to correct the violation, or to request a meeting, or appear at the requested meeting may

***PETS AND ASSISTANCE ANIMALS POLICIES***

---

result in the initiation of procedures to terminate the animal owner's tenancy.

If, in the judgment of the Management, the animal becomes a nuisance or annoyance to the other residents or to the public, then at the written direction of the Management, the resident shall remove the animal from the premises permanently.

Any animal that growls at other residents so that the other residents are feeling threatened will be removed from the premises. Should an animal owner dispute reports of unacceptable behavior by their dog, the animal owner may appeal by obtaining a "Canine Good Citizen" certification. Check with the local Humane Society for resources regarding this certification program.

Any animal that causes physical injury to another person will be removed from the premises.

Each resident who has an animal must have a written agreement which states who will be responsible for the animal(s) in case of an emergency (See Exhibit II - Animal Information Record.) The person accepting responsibility must do so in writing. If the person(s) who have agreed to care for the animal(s) fail to do so, appropriate authorities will be called to remove the animal(s) at the expense of the resident who owns the animal.

If the resident is or becomes incapable of caring for their animal, or if such animal is neglectfully cared for or abused, the Management may terminate the resident's authorization to keep the animal and the appropriate legal authorities will be notified.



**OPERATIONS  
ANIMALS**  
*ANIMAL INFORMATION RECORD*



**SECTION 1 – INFORMATION & INSTRUCTIONS**

**If you require assistance in completing this form, please let us know and we will assist.** Please have the form completed in entirety and signed by the Household Member responsible for the animal(s).

**SECTION 2 – PRIMARY CARE OF ANIMAL (OWNER)**

- A** Owner Name: \_\_\_\_\_
- B** Property: \_\_\_\_\_ Unit #: \_\_\_\_\_
- C** Phone #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_
- D** Email: \_\_\_\_\_

**SECTION 3 – ALTERNATE CARE OF ANIMAL**

- A** If the primary care of animal individual is unable to care for the animal, management is authorized to contact the below individual who will assume responsibility for the animal(s) listed in Section 4.
- B** Full Name: \_\_\_\_\_
- C** Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
- D** Email: \_\_\_\_\_

**SECTION 4 – ANIMAL BASIC INFORMATION**

- A** Name: \_\_\_\_\_ Age: \_\_\_\_\_ Class:  Pet  Assistance
- Weight: \_\_\_\_\_ Color: \_\_\_\_\_ Type:  Dog  Cat  Other
- Gender: \_\_\_\_\_ Breed: \_\_\_\_\_ Spay/Neuter:  Yes  No
- Vet/Clinic: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Address: \_\_\_\_\_ Notes: \_\_\_\_\_





# EXHIBIT N – CCH Smoke Free Policies



---

## Policy Statements

CCH Properties have been designated as a smoke-free living environment and tenants, staff, guests, and visitors shall not smoke anywhere on the premises (unit, building, common areas). Smoking is also prohibited in all outdoor areas of the community, unless a specific designated smoke area is provided in the lease addendum.

CCH shall post No Smoking signs at entrances, exits, common areas, hallways, and in conspicuous places adjoining the grounds of their properties.

CCH will post any state or local smoking ordinance as an exception exhibit to the property's Resident Selection Criteria.

## Purpose

1. To mitigate the irritation and known health effects caused by secondhand smoke.
2. The maintenance, cleaning, and redecorating costs attributable to smoking.
3. Decrease the increased risk of smoking-related fires to property and personal safety.
4. The higher costs of fire insurance for a non-smoke-free building.
5. To allow CCH staff the opportunity to perform their job duties in an environment that is nonsmoking.

## Smoking Definition

The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, water pipe, Electronic Nicotine Delivery System (ENDS), vape, or other tobacco product or similarly lighted product in any manner or in any form.

---

## Tenants Responsibilities

1. Smoking is prohibited within twenty-five (25) of all housing (doors/entrances, windows, and porches) and administrative office building and maintenance facilities.
2. Responsibility for the actions of their household, their guests, and visitors; any tenant, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any CCH facility or unit, or anywhere on the CCH property that is deemed as a nonsmoking area. Visual observation of smoking is not necessary to substantiate a violation of this Smoke-Free Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within a unit in combination with butts, ashtrays, or other smoking paraphernalia will be considered significant evidence of a policy violation. Two (2) violations will be considered to be a serious violation of the material terms of the lease and will be cause for curable eviction. In addition, tenant, will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.
3. Any deviation from the Smoke-Free Policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. A maintenance charge of up to \$250 will be added to the tenant account for each violation of the policy that occurs in the unit, building common areas, or any other non-smoking area on or in the CCH property. Any cigarette butts not properly disposed of may also be cause for a cleaning service charge of up to \$25.
4. No smoking signs will be posted both outside and inside the buildings, offices, and common areas of the CCH property. Tenants will be responsible to inform all their household, family, guests, and visitors that their unit is smoke-free and that their housing may be affected by violators.
5. If the smell of tobacco smoke is report, CCH will see the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Management staff a written statement of any incident where smoke is migrating into the tenant's unit.

## Grandfathering

CCH allows tenants living in the community at the time the first Smoke-Free Policy was implemented, who were existing smokers, retain the right to smoke in their leased unit only. As these tenants move-out, the Smoke-Free Policy will become effective for that unit.

## Enforcement

If tenants are found to be in violation of the Smoke-Free Policy, the following steps will be taken:

1. First Offense – the first documented occurrence will result in a warning and counseling to include documentation;
2. Second Offense – the second documented occurrence will result in a maintenance charge of up to \$250 to the tenant to cover the cost of fumigating, painting, repairing, and/or correcting damage caused by tobacco smoke.
3. Third Offense – the third documented occurrence will result in Lease termination.

## Complaints

Tenants shall inform their guests of the Smoke-Free policy and promptly give CCH a written statement (complaint) of any incident where tobacco smoke is migrating into the tenant's unit from sources outside the tenant's unit; it should be as specific as possible and include the date, approximate time, location, source, and how it is suspected of entering the unit.

Management should respond to drifting smoke complaints within five (5) business days. CCH declares failure to respond to a complaint filed by a tenant shall be treated as equivalent to failure to respond to a request for maintenance.

## Disclaimers and Representations

1. CCH's adoption of a smoke-free living environment and the efforts to designate the property as smoke-free, does not make CCH or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. CCH shall take reasonable steps to enforce the smoke-free terms of its House Rules and to make the designated areas of the community smoke-free. CCH is not required to take steps in response to smoking unless CCH knows of said smoking or has been given written notice of said smoking.
2. CCH's adoption of a smoke-free living environment, the efforts to designate the property as smoke-free, does not in any way change the standard of care that CCH would have to a tenant to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. CCH specifically disclaims any implied or express warranties that the building, common areas, or tenant's unit will have any higher or improved air quality standards than any other rental property. CCH cannot and does not warranty or promise that the rental property or common areas will be free from second hand smoke. CCH's ability to police, monitor, or enforce the agreements of this smoke-free policy is dependent in significant part on voluntary compliance by tenants and their guests.
3. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that CCH does not assume any higher duty of care to enforce this smoke-free policy than any other CCH obligation under the lease.