FOUNTAIN WEST
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RESIDENT SELECTION PLAN

EFFECTIVE DATE – January 1, 2026

This Resident Selection Plan has been developed in anticipation of implementation of the Housing Opportunities Through Modernization Act (HOTMA). This RSP will become effective the earlier of:

1. The date site software that will allow the owner/agent to fully implement HOTMA is available; or January 1, 2026.

Overview

Fountain West Apartments is a 72 unit apartment community in Fresno, CA that provides housing for very low and low income households, without regard to race, color, sex, creed, religion, national origin, physical or mental disability status, familial status, age, ancestry, marital status, source of income, actual or perceived sexual orientation, gender identity, or any other arbitrary personal characteristics.

SECTION 504 AND FAIR HOUSING ACT COMPLIANCE

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance from HUD. The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability and familial status. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance from HUD.

Fountain West is an Equal Opportunity Housing Facility, admitting people in accordance with Local, State and Federal Fair Housing laws, HUD Section 236 and Section 8 Program Regulations and the Affirmative Fair Housing and Marketing Plan (AFHMP) HUD Form 935.2. All marketing, tenant selection and residential management policies and procedures shall be conducted in accordance with these laws.

Management staff operates and administers the property to enable persons with disabilities to have equal access to participate in the program. Fountain West will ensure effective communications with applicants, residents, and the public to ensure that policies regarding how the property is operated do not adversely affect applicants, residents and the public.

When a family member requires an accessible feature(s), policy modification, or other reasonable accommodation to accommodate a disability, Fountain West will provide the requested accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden.

A reasonable accommodation is a change, exception, or adjustment to a program, service, building or dwelling unit that will allow a qualified person with a disability to:

1. Participate fully in a program;
2. Take advantage of a service; or
3. Live in a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

The requirement to provide a reasonable accommodation is present at all times throughout the tenancy of a person with disabilities, including during lease enforcement. Reasonable Accommodation Request forms are available upon request from management.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Richard Kennemer, Compliance Program Analyst
Section 504 Coordinator
18801 Ventura Blvd., Suite 300, Tarzana CA 91356
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TDD 800-735-2929

PRIVACY POLICY

It is the policy of Fountain West to guard the privacy of individuals conferred by the Federal Privacy Act of 1974, and ensure the protection of such individuals' records maintained by Fountain West.

Therefore, neither Fountain West nor its agents 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.

This privacy policy in no way limits Fountain West's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability of tenancy.

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

INCOME LIMITS

To qualify for a **Section 236** unit at move-in:

1. a household's gross income may not exceed the maximum income limit per household size for the Low Income limit (80% AMI) as published annually by HUD;

2. 30% of adjusted monthly income may not equal or exceed market rent;

3. and may not be lower than the income minimum per household size.

The income limits are attached and will be posted in the Community's Office.

DETERMINATION OF ADJUSTED INCOME

When determining Adjusted Income, the owner/agent will use HUD methods to determine Annual Income for the entire family. After Annual Income is determined, the owner/agent will apply the following deductions as applicable:

- The Elderly/Disabled Family Deduction;
- The Dependent Deduction;
- The Childcare Deduction;
- The Health & Medical Expense Deduction (Medical Expenses in excess of 10% of Annual Income);
- The Attendant Care & Auxiliary Apparatus Deduction.

Elderly/Disabled Family Deduction

Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 7/1/2025)

For each family where the HOH, co-HOH or spouse is 62 or older or is disabled, HUD provides an annual family allowance. With the

implementation of HOTMA, the Elderly/Disabled Family Deduction is $525. This amount may be adjusted by HUD annually.

The Dependent Deduction

A family receives a Dependent Deduction *($480 subject to adjustment by HUD)* for each family member (except foster children and foster adults) who is:

1. Under 18 years of age;
2. A person with disabilities; or
3. A full-time student of any age.

It is not necessary for a member of the family to have legal custody of a dependent in order to receive the Dependent Deduction.

When more than one family shares custody of a child and both live in assisted housing, only one family at a time can claim the Dependent Deduction for that child.

Some family members may never qualify as dependents regardless of age, disability, or student status.

- The HOH, co-HOH or spouse may never qualify as a dependent.
- A foster child, foster adult, an unborn child, a child who has not yet joined the family or a live-in aide may never be counted as a dependent.

The Childcare Deduction

Anticipated expenses for the care of children under age 13 (including foster children) may be deducted from Annual Income if all of the following are true:

1. The care is necessary to enable a family member to work, seek employment, or further his/her education (academic or vocational).
2. The family has determined there is no adult family member capable of providing care during the hours care is needed.
3. The expenses are not paid to a family member living in the unit.
4. The amount deducted reflects reasonable charges for child care.
5. The expense is not reimbursed by an agency or individual outside the family.
6. Child care expenses incurred to permit a family member to work must not exceed the amount earned by the family member made available to work during the hours for which child care is paid.

Childcare Hardship Exemption

Implementation of any Childcare Hardship Exemption Policy will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 1/1/2025)

A family may request a Childcare Hardship Exemption to continue the Childcare Deduction if:

1. The family is no longer qualified for the Childcare Deduction because no member is working, seeking employment or furthering his or her education; **and**
2. The Childcare Deduction is still necessary.

The owner/agent will consider a request for a Childcare Hardship Exemption if:

1. The family requests a Childcare Hardship Exemption; and
2. The family is receiving a Childcare Deduction on the current certification in effect at the time of the request; and
3. The family indicates that they will be able to pay rent if the exemption is granted; and
4. The net Cash Value of Assets for the entire family is $50,000 or less; and
5. The family's total Annual Income is at or below the current Extremely-low Income Limit; and

6. The family participates in a review meeting; and
7. No member of the family is required to return an improper payment to HUD because the resident failed to fully and accurately disclose income or other required information; and
8. The family provides required information and signatures within ten (10) business days including the information required to verify that the resident would not be able to pay rent if the owner/agent does not grant the Childcare Hardship Exemption; and
9. The change is reviewed and when considering income, childcare, rent, and medical expenses, the result would be a TTP that exceeds 25% of the family's remaining income; and
10. The family has not provided Notice to Move; and
11. The family is considered a "resident in good standing" and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and
12. The family agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent.

If the Request for the Childcare Hardship Exemption is approved, the owner/agent will reduce Annual Income by the verified amount of Childcare.

The Childcare Hardship Exemption ends at the earliest of:

1. Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;
2. Such time the owner/agent determines the need for the Financial Hardship Exemption no longer exists and the family is able to pay their rent without the Financial Hardship Exemption;
3. Assistance is terminated;
4. The resident fails to meet with property staff or provide information/signatures, as required, at least every 90 days or upon request from the owner/agent.

The resident may request and the owner/agent may extend the Childcare Hardship Exemption, for increments of no more than 90 days, based on the parameters outlined in the owner/agent's Hardship Exemption Policy. The Childcare Hardship Exemption will end after 90 days.

Please see the property Hardship Exemption Policy for a more detailed explanation. To request a Hardship Exemption please contact the property staff for a Hardship Exemption Request.

HEALTH & MEDICAL EXPENSE DEDUCTION

Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 7/1/2025)

The Health & Medical Expense Deduction is permitted only for families in which the head, spouse, or co-HOH is at least 62 years old or is a person with disabilities (elderly or disabled families).

If the family is eligible for a The Health & Medical Expense Deduction, owners must include the unreimbursed medical expenses of all family members, including the expenses of non-elderly family members (adults or children) living in unit. The Health & Medical Expense Deduction is that portion of total unreimbursed medical expenses that exceed 10% of the family's Annual Income.

When determining the Health & Medical Expense Deduction *(name of the deduction has changed)* the owner/agent includes all out-of-pocket expenses the family anticipates to incur during the 12 months following the certification effective date.

The Attendant Care & Auxiliary Apparatus Expense Deduction

Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 7/1/2025)

Families are entitled to a deduction for unreimbursed, anticipated costs for attendant care and "auxiliary apparatus" for each family member who is a person with disabilities, to the extent these expenses are reasonable and necessary to enable any family member 18 years of age or older who may or may not be the member who is a person with disabilities to be employed.

The Attendant Care & Auxiliary Apparatus Expense Deduction is that portion of total unreimbursed medical expenses that exceed 10% of the family's Annual Income.

When determining the Attendant Care & Auxiliary Apparatus Expense Deduction *(name of the deduction has changed)* the owner/agent includes all out-of-pocket expenses the family anticipates to incur during the 12 months following the certification effective date.

Hardship Exemptions – Health & Medical Expense Deduction and the Attendant Care & Auxiliary Apparatus Deduction

Note: The following change will not be in effect until the owner/agent implements new site software to comply with changing HUD requirements (no later than 7/1/2025)

HUD has provided two Hardship Exemptions related to the increase to the Health & Medical Expense Deduction (previously known as the Medical Expense Deduction) and the Attendant Care & Auxiliary Apparatus Deduction (previously known as the Disability Assistance Expense Deduction).

The two types of Hardship Exemptions related to the Health & Medical Expense Deduction and the Attendant Care and Auxiliary Apparatus Expense Deduction.

1. The Phase-in Hardship Exemption (Relief); and
2. The Financial Hardship Exemption (General Relief).

The Phase-in Hardship Exemption

The Phase-in Exemption is available to those residents who were receiving HUD assistance (MFH or PIH) as of January 1, 2024 and who were receiving either the Medical Expense Deduction or the Disability Assistance Expense Deduction as part of the Assistance Payment calculation as of that date. In these cases, HUD allows owner/agents to "phase in" the Deduction Decrease:

- The deduction will be the amount that is over 5% of Annual Income for the first 12 months of Phase-in.
- The deduction will be the amount that is over 7.5% of Annual Income for the second 12 months of Phase-in.
- After the first 24 months, the deduction will be the amount that is over 10% of Annual Income.

If assistance is terminated (not suspended), the Phase-in Exemption ends.

If, in Year 2, the family requests and is granted a Financial Hardship Exemption, Phase-in ends and cannot be reinstated.

The owner/agent will not allow the Phase-in Hardship Exemption to continue when an applicant moves into the property.

The Financial Hardship Exemption (General Relief)

A family may request a Financial Hardship Exemption to establish the Health & Medical Expense Deduction and/or the Attendant Care & Auxiliary Apparatus Expense Deduction to and the amount that expenses exceed 5% of Annual Income instead of the standard of the amount that expenses exceed 10% of Annual Income.

The owner/agent will consider a request for a Financial Hardship Exemption if:

1. The family requests a Financial Hardship Exemption; and
2. The family indicates that they will be able to pay rent if the exemption is granted; and

3. The net Cash Value of Assets for the entire family is $50,000 or less; and
4. The family's total Annual Income is at or below the current Extremely-low Income Limit; and
5. The family participates in a review meeting; and
6. No member of the family is required to return an improper payment to HUD because the resident failed to fully and accurately disclose income or other required information; and
7. The family provides required information and signatures within ten (10) business days including the information required to verify that the resident would not be able to pay rent if the owner/agent does not grant the Financial Hardship Exemption; and
8. The change is reviewed and when considering Annual Income and all deductions and medical expenses, the result would be a TTP that exceeds 25% of the family's remaining income; and
9. The family has not provided Notice to Move; and
10. The family is a considered a "resident in good standing" and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and
11. The family agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent.

If the Request for the Financial Hardship Exemption (General Relief) is approved, the owner/agent will reduce Annual Income by the verified amount of qualified expenses that exceed 5% of the family's Annual Income instead of reducing Annual Income by the verified amount of qualified expenses that exceed 10% of the family's Annual Income.

The Financial Hardship Exemption ends at the earliest of:

- Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;
- Such time the owner/agent determines the need for the Financial Hardship Exemption no longer exists and the family is able to pay their rent without the Financial Hardship Exemption;
- Assistance is terminated;
- The resident fails to meet with property staff or provide information/signatures, as required, at least every 90 days or upon request from the owner/agent.

The resident may request and the owner/agent may extend the Financial Hardship Exemption (General Relief), for increments of no more than 90 days, based on the parameters outlined in the owner/agent's Hardship Exemption Policy. The Financial Hardship Exemption will end after 90 days.

Please see the property Hardship Exemption Policy for a more detailed explanation. To request a Hardship Exemption please contact the property staff for a Hardship Exemption Request.

Requesting a Hardship Exemption Related to Deductions

When changes to deductions result in a family's inability to pay rent, the owner/agent may consider granting a Hardship Exemption.

If you would like more information explaining the owner/agent's Hardship Exemption Policy or if you would like to request a Hardship Exemption, please contact the property management staff or access the Hardship Exemption Policy through the resident portal.

ASSET RESTRICTIONS

The following Section 8 Asset Restrictions are considered when determining eligibility of families applying for HUD's Section 8 Housing Assistance.

Restrictions Based on Net Assets - Asset Cap

A dwelling unit may not be rented, and assistance may not be provided, initially to any family if the Net Cash Value Of Included Assets exceeds the current Asset Cap established by HUD (certain assets are excluded). This "cap" may be adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD. (The Asset Cap established by HUD for 2024 is $100,000).

Certain assets are excluded when determining the net cash value of assets. Excluded assets include, but are not limited to:

- ABLE Accounts;
- Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty that resulted in a member of the family being disabled;
- Value of any Coverdell Education Savings Account or any qualified tuition program under Section 529;
- Family Self Sufficiency Escrow Accounts (FSS);
- Interest in Indian Trust land;
- Irrevocable Trust;
- Revocable Trusts when no one in the family controls the trust;
- Retirement Accounts as defined by the IRS;
- Real property when the family does not have legal authority to sell such property;
- Equity in property for which a family receives HCV homeownership assistance from a PHA;
- Equity in a manufactured home where the family receives Section 8 tenant-based assistance;
- Other assets as announced by HUD through Federal Register Notice.

Non-enforcement for Existing Residents

After Move-in/Initial Certification, eligibility, based on the Asset Cap, will not be reviewed unless the owner/agent has cause to correct the Move-in/Initial Certification or if the family's assistance is terminated.

Home Ownership - Real Property Rule – REQUIRED SECTION 8 ONLY

A dwelling unit may not be rented and assistance may not be provided to any family if any member has a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property, in the jurisdiction in which the property is located, that is suitable for occupancy by the family as a residence. This includes, but is not limited to a home, condominium, townhome, duplex, mobile home, etc. A dwelling will be considered ''suitable for occupancy'' unless the family demonstrates that it:

1. Does not meet the disability-related needs for all members of the family (*e.g.,* physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
2. Is not sufficient for the size of the family;
3. Is geographically located so as to be a hardship for the family (*e.g.,* the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the owner);
4. Is not safe to reside in because of the physical condition of the property (*e.g.,* property's physical condition poses a risk to the family's Health & safety and the condition of the property cannot be easily remedied); or
5. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

The applicant or resident is exempt from the Real Property Rule if:

1. Any property is jointly owned by a member of the family and at least one non-household member who does not live with

the family, if the person resides in the jointly owned property;
2. The member is a survivor of a VAWA crime (domestic violence, dating violence, sexual assault, or stalking); or
3. The family is offering such property for sale;
4. The family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982.

Non-enforcement for Existing Residents

After Move-in/Initial Certification, eligibility, based on the Real Property Rule, will not be reviewed unless the owner/agent has cause to correct the Move-in/Initial Certification or if the family's assistance is terminated.

STUDENT FINANCIAL ASSISTANCE

When student financial assistance exceeds tuition and covered fees, student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the HOH, co-HOH/spouse and is over 23 (24 or older) with a dependent child.

For Section 8 programs, any financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is excluded when determining Annual Income for the family.

Any financial assistance a student receives (1) from private sources, (2) from an institution of higher education, or (3) under the Higher Education Act of 1965, that is in excess of amounts received for tuition and other qualified fees, is included when determining Annual Income for the family, except if the student is the HOH, co-HOH or spouse and is over the age of 24 with a dependent child or children (as defined by HUD).

Student financial assistance that is provided by persons not living in the unit is not part of Annual Income if the student meets the Department of Education's definition of ''vulnerable youth''.

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-HOH/Spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Rent Calculation (Section 8)

The Total Tenant Payment (TTP) will be calculated in compliance with HUD rules. This means that the family will pay the greater of:

- 10% of Monthly Income;
- 30% of Monthly Adjusted Income; or
- Welfare rent (welfare recipients in as-paid localities only); or
- The $25 minimum rent (Section 8 only).

In some cases, HUD may provide a Utility Allowance as well. Utility Allowances are deducted from the Total Tenant Payment to determine the Tenant Rent paid each month.

When the rent calculation described above results in a Tenant Rent that is equal to or more than the unit Gross Rent, HUD housing assistance will be terminated for all Section 8 programs.

When there is also funding layering provided thought the IRS Section 42 Low Income Housing Tax Credit program (LIHTC), the resident will pay LIHTC Max Rent when LIHTC Max Rent is less than the HUD Contract Rent for the unit. The resident may be

required to pay LIHTC Max Rent when the LIHTC Max Rent is higher than the HUD Contract Rent for the Unit.

Owner/agents are required to ensure that residents pay the correct Tenant Rent based on HUD's requirements.

Section 8 Minimum Rent Hardship Exemption

The owner/agent, may, at the owner/agent's discretion, grant a Hardship Exemption waiving a family's requirement to pay Section 8 Minimum Rent.

The owner/agent will grant a Section 8 Minimum Hardship Exemption if:

1. The resident or applicant requests a Minimum Rent Hardship Exemption; and
2. The net Cash Value Of Assets for the entire family is $50,000 or less; **and**
3. The family's total Annual Income is at or below the current Extremely-low Income Limit, **and**
4. The resident participates in a review meeting; and
5. The resident provides required information and signatures within ten (10) business days; and
6. The resident has not provided Notice to Move; and
7. The resident is a resident in good standing and the owner/agent has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and
8. The resident agrees to participate and participates in a review meeting at least every 90 days or upon request by the owner/agent.

The owner/agent must waive the Section 8 Minimum Rent for any family unable to pay due to a long-term Financial Hardship, including the following:

1. The family has lost federal, state, or local government assistance or is waiting for an eligibility determination.
2. The family would be evicted if the minimum rent requirement was imposed.
3. The family income has decreased due to a change in circumstances, including but not limited to loss of employment.
4. A death in the family has occurred.
5. Other applicable situations, as determined by HUD, have occurred.

When an applicant or resident requests a Section 8 Minimum Rent Hardship Exemption, the owner/agent must waive the minimum $25 rent charge and implement the TTP calculated at the higher of:

- 30% of adjusted monthly income or
- 10% of gross monthly income (or the welfare rent).

The Tenant Rent will not be reduced to zero unless those calculations all result in zero.

If the owner determines there is no hardship, as covered by the statute, the owner must immediately reinstate the Section 8 Minimum Rent requirements. The resident is responsible for paying any minimum rent that was not paid from the date minimum rent was suspended.

If the owner/agent determines that the hardship is temporary, the owner may not impose the Section 8 Minimum Rent requirement until 90 days after the effective date of the certification granting the S8 Minimum Rent Hardship Exemption. At the end of the 90-day period, the tenant is responsible for paying the Section 8 Minimum Rent, retroactive to the initial date of the suspension.

If the hardship is determined to be long term, the owner/agent will exempt the resident from the Section 8 Minimum Rent requirement

starting with the effective date of the certification granting the S8 Minimum Rent Hardship Exemption. The Section 8 Minimum Rent Hardship Exemption may be effective until such time that the hardship no longer exists.

The owner/agent will meet with the resident every 90 days, while the suspension lasts, to verify that circumstances have not changed. The length of the Section 8 Minimum Rent Hardship Exemption may vary from one family to another depending on the circumstances of each family.

Errors Caused by a Member of the Resident Family

If an owner suspects that a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, the owner must investigate and document the resident file.

If the resident family meets with the owner to discuss the error, and the owner is convinced the submissions were correct, the owner will document the file accordingly and close the investigation.

If, after meeting with the resident family, the owner determines that the provision of inaccurate information was an unintentional program violation, the owner will correct the rent calculation, if applicable, and provide the tenant with notice of the change in rent. If the resident received an improper payment, the resident will be required to return that improper payments, in compliance with the HUD lease.

If the tenant is unable to repay the full amount, the owner and tenant may enter into a repayment agreement.

1. If, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.
2. The owner may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.
3. The owner may terminate tenancy if the resident refuses to enter in to Repayment Agreement if such an option is offered.
4. If necessary, civil action may be filed to recover the funds.

If the owner determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, the owner will pursue the incident as fraud.

If any adult member of the family fails to meet with the owner/agent as requested, the owner/agent will initiate termination of tenancy (eviction) in compliance with HUD's guidance.

Misrepresentation

Any information, provided by an applicant that proves to be untrue may be used to disqualify the applicant family because of misrepresentation or attempted fraud.

The owner/agent will not take any action to reduce or deny assistance based on inconsistent information received during the verification process until the owner/agent has independently investigated the information. The owner/agent considers false information about the following to be grounds for rejecting an applicant family:

- Identity;
- Social Security Numbers/Information;
- Income/Assets/Income from Assets;
- Household Composition;
- Disability;
- Birth Date/Age;
- Citizenship, Naturalization, And/or Eligible Immigration Status;

- Eviction History;
- Criminal History;
- Sexual Offender Status;
- Eligibility for Preferences and Priorities;
- Allowances;
- Current/Previous Residence History;
- Current Housing Assistance;
- Status as A Student;
- Eligibility for the Phase-in Hardship Exemption.

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicant families.

Errors Caused by The Owner/agent, a Service Bureau or Owner/agent Software

If the owner/agent determines that an error was made and the family's income was over-reported, the owner must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, the owner must determine the difference between the amount of rent paid and the rent that should have been paid.

- The owner/agent will request a meeting to discuss the error;
- The owner/agent will prepare corrections or new certifications that must be signed by all adult members;
- The owner/agent will provide the family with written notification, which includes:
    - A notice of the change in rent, effective retroactively to when the error occurred;
    - The new monthly rent the tenant is required to pay;
    - The amount of the overpayment of rent due; and
    - A form used by the family choosing whether to:
        - Receive a full refund; or
        - Apply the overpayment to future monthly rent payments.

Please note that any credit will be applied to any outstanding rent payment before calculating the amount due to the resident family.

APPLICATION PROCEDURES

Applications will only be distributed when the Waiting List is open. Applications will not be distributed when the Waiting List is closed.

Applications will be available in the office during normal business hours or by requesting an application by telephone. Each applicant must complete an application and be willing to submit to a credit history and criminal background inquiry, as well as income and asset verifications. *(Note: removed reference to rental history.)*

All application entries are to be made in ink or typed. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes must be dated and initialed by the person making the change.

Signed and dated applications will be processed on a first-come, first-served basis. The application must be completed and signed by the head of household and all household members over 18 before an applicant can be placed on the waiting list. If an application is not completely answered, the date of it being fully completed will be the date that the application is considered accepted for rental purposes.

When a completed application is received, the application will then be logged by date and time received and placed on the waiting list. When a vacancy at the property exists, or is expected within the next one hundred and twenty (120) days, the verification-selection process will begin immediately for the next applicant on the waiting list in regard to income, assets, and eligible program allowances for certification and Fountain West's references for selection or rejection.

Notices will be mailed to the first three (3) to five (5) applicants on the list for the particular size unit to be available advising them that if they are still interested in a unit, they should contact the manager within fourteen (14) days from the date of the letter. For those contacted who respond on time, the manager shall arrange a meeting for the interested applicant highest on the waiting list to begin the selection and verification process. If they do not respond to telephone calls and/or letters in that fourteen (14) day period, their name shall be removed from the waiting list.

PREFERENCES

It is the policy of the Property that a preference does not guarantee admission. Every applicant must still meet the Property's Resident Selection Plan standards for acceptance as a resident.

For units accessible to or adaptable for persons with mobility, visual or hearing impairments, households containing at least one person with such impairment will have first priority. These units will be offered first to current residents, and then to applicants, who have noted the need for such features on their application, based upon their chronological order on the waiting list.

Persons displaced by government action or a presidentially declared disaster will be given a preference on the waitlist.

For accessible units and units not designated as accessible, the preference order is as follows:

1) Persons displaced by government action or a presidentially declared disaster.
2) Applicants who are in the extremely-low income limit category. (See Extremely Low Preference section below).

3) Applicants by earliest application date.

Extremely Low Preference

Forty percent (40%) of Fountain West's Section 8 subsidized vacancies each year must be set-aside for households whose income does not exceed 30% of the area median income ("extremely low-income") as published by HUD. Therefore, persons lower on the waiting list could be offered an apartment first to satisfy this 40% regulation. Extremely low-income is defined as very low income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level.

To implement this preference we will select the first extremely low-income applicant on the waiting list (which may mean "skipping over" some applicants with higher incomes) for the available unit, and then select the next eligible applicant currently at the top of the waiting list (regardless of income level) for the next available unit. As subsequent units become available, Resident selection continues to alternate between the next extremely low-income applicant and the eligible applicant at the top of the waiting list until the 40% target is reached.

Where preferences apply, applicants with a verified preference will be moved to the top of the waiting list above persons without a preference.

UNIT TRANSFER POLICY

A Unit Transfer List is maintained and processed in the following priority order for those residents who have been approved for transfer to another unit:

- A victim of domestic violence, dating violence, sexual assault, or stalking;
- To accommodate a disability (a medical reason certified by a third party professional or need for an accessible unit).

- To address over-or-under-utilization of a unit (a change in household size or household composition);
- a deeper subsidy (Section 8);

Fountain West cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. Fountain West will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

Section 8 ONLY: *If a determination is made by management that a transfer is required, the resident will be given the option to remain in the unit and pay the HUD-approved market rent; or must move within 30 days after written notification that a unit of the required size is available within the property. Depending upon the circumstances of the transfer, a resident may be obligated to pay all costs associated with the move. However, if a resident is transferred as a reasonable accommodation to a household's disability, then management must pay the costs associated with the transfer, unless doing so would be an undue financial and administrative burden.*

OCCUPANCY STANDARDS

Occupancy standards are the criterion established for matching a household with the most appropriate size and type of apartment. "Two plus one" occupancy guidelines will be followed to avoid under or over utilization of the units as follows:

Bedroom	Household Minimum	Household Maximum
2	2	5
3	3	7

To determine the proper bedroom size for which a household may qualify, the following household members are to be included:

1. All full-time members of the household, and;
2. Foster children; Unborn children; Children in the process of being adopted; Children whose custody is being obtained by an adult family member; Children in joint custody arrangements who are present in the household 50% or more of the time.
3. Live-in attendants. NOTE: Live-in attendants are subject to the criminal and landlord provisions of this plan with the exception of criteria that determines ability to pay rent.

Exceptions to these Occupancy Standards may be made when required as a reasonable accommodation for a disabled household member.

DISCLOSURE OF SOCIAL SECURITY NUMBERS

All applicants for assistance and program participants must disclose the social security numbers (SSNs) assigned to themselves and all members of their household (including live in aides and foster members). Exemptions are provided for:

- Non-citizens who do not contend eligible immigration status. Assistance to these household members will be prorated.
- Current participants who are 62 years of age or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010.
    - Qualifying seniors are exempt from the SSN disclosure mandate for all future examinations, even if the senior moves to a new HUD-assisted property.

All household members receiving HUD housing assistance or applying to receive HUD housing assistance are required to provide a Social Security Number and adequate documentation necessary to verify that number.

Note: An Individual Tax Identification Number is not the same as a Social Security Number and will not be accepted in lieu of a Social Security Number.

This rule applies to all household members including live-in aides, foster children and foster adults. Adequate documentation includes a Social Security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN such as:

- Original Social Security card;
- Driver's license with SSN;
- Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union;
- Earnings statements on payroll stubs;
- Bank statement;
- Form 1099;
- Benefit award letter;
- Retirement benefit letter;
- Life insurance policy;
- Court records.

If the applicant cannot provide any of the above, the applicant will advise the owner/agent. The owner/agent may accept 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. *When none of the other accepted methods is available and if verifying an individual's SSN using this method, the owner/agent must document why the other SSN documentation was not available. If the resident's SSN becomes verified in HUD's Enterprise Income Verification System (EIV), then no further verification is required. If the resident's SSN fails the SSA identity match, then the owner/agent 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 individual. The resident family's assistance must be terminated if any member fails to provide the required documentation (some exceptions apply).*

Documents required in order to verify the SSNs include:

- A valid SSN card issued by the Social Security Administration;
- An original document issued by a federal or state government agency, which contains the name, SSN, and other identifying information of the individual; or,
- Other acceptable documents that are listed in Appendix 3 of the HUD handbook 4350.3.

New household members under the age of 6 who already have a SSN are subject to the same disclosure and verification requirements as new household members who are at least 6 years of age. For new members who have not been assigned a SSN, a 90 day period for verification is allowed. If the household does not provide the SSN and verification within 90 days due to unforeseen circumstances outside the resident's control, Fountain West will grant an extension of one additional 90-day period.

If a child under the age of 6 years is added to the household within the 6-month period prior to the household's date of move in, the assistance applicant may become a resident, so long as the SSN documentation is provided to Fountain West within 90 calendar days from the date of admission. Fountain West will grant an extension of one additional 90-day period if it is determined that failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the assistance applicant. If the applicant family fails to produce the SSN documentation within the required time period, **the entire household WILL lose its tenancy or assistance even if only one**

member of the household does not comply with the SSN disclosure requirements.

The owner/agent must deny and/or terminate HUD assistance, in accordance with the provisions governing the program, if the assistance applicant does not meet the applicable SSN disclosure, documentation, and verification requirements.

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.

RESTRICTION ON ASSISTANCE TO NON-CITIZENS (Section 8 only)

By law, only US citizens and eligible non-citizens are eligible for rental assistance. All family members, regardless of age, must declare their citizenship or immigration status. The following documents are required:

1. Family Summary Sheet and Owner Summary Sheet (lists all household members who will reside in the assisted unit),
2. Citizenship Declaration (Each household member listed must complete. Parents will complete and sign for household members under 18),
3. Forms and/or evidence of citizenship/immigration status.

Applicants that are U.S. Citizens must sign a declaration of citizenship and provide acceptable documents such as birth certificate, U.S. passport, certificate of citizenship or naturalization certificate.

Applicants that are Non-citizens claiming eligible status must sign a declaration of eligible immigration status, consent form and provide a DHS-approved document. Acceptable documents as proof of eligible immigration status include Form I-551 - Permanent Resident Card, Form I-94 – Arrival – Departure Record, a receipt issued by the INS indicating that an application for issuance of a replacement in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified or other acceptable evidence if the documents are determined by the DHS to constitute acceptable evidence of eligible immigration status (announced by notice published in the Federal Register).

Non-citizens not claiming eligible immigration status must sign a declaration that they are not claiming eligible immigration status.

The manager is required to verify the validity of documents submitted by the applicant with the Department of Homeland Security (DHS) through their automated verification system. An applicant that provides documentation but is later determined by the DHS to be invalid documentation will have the assistance removed for that household member. Non-citizens age 62 and older must provide proof of age and sign a declaration that they have eligible immigration status.

Mixed families, a family that contains both eligible and non-eligible members may receive prorated assistance. Applicants who hold non-citizen student visas and non-citizens living with the student are considered ineligible for assistance.

Applicants who cannot provide documentation of eligible immigration status at the time of the applicant interview will be given a 14 day period to provide this documentation, if they provide a certification that the documentation is temporarily unavailable. Provided that at least one family member has provided documentation, the family may move in with prorated

assistance provided they are otherwise eligible. Families that are found to be ineligible have the right to appeal the decision. The notice of ineligibility will describe the applicants' options.

RESTRICTION ON ASSISTANCE TO STUDENTS (Section 8 only)

Student's eligibility for Section 8 assistance will be determined at move-in, annual recertification, initial certification (when in-place residents begins receiving Section 8), and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.

A student enrolled Part-Time or Full-Time in an Institute of Higher Education as defined by the Higher Education Act of 1965-Amended 1998 will be deemed eligible for assistance if the student meets all other eligibility requirements, passes screening criteria and is:

1. Living with parents/guardians, or;
2. 24 years of age or older, or;
3. A veteran of the United States armed services, or;
4. Married, or;
5. Has a dependent child, or;
6. Can prove independence of parents including:
   a. Being of legal contract age under state law;
   b. Having lived separately from parents or legal guardians for at least one year *or* meeting the U.S. Department of Education's definition of an independent student;
   c. Certification that parents or legal guardians did not claim the student as a dependent pursuant to IRS regulations, *and* certification of the financial assistance provided by parents and signed by the individual providing the support, even if no assistance is provided.
7. Disabled and was receiving Section 8 assistance as of November 30, 2005
8. Having parents who are income eligible for the Section 8 program
9. Is individually eligible to receive Section 8 assistance or has parent (individually or jointly) who are income eligible to receive Section 8 assistance.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education **that is in excess of amounts received for tuition is included in annual income**, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance.

If an ineligible student is a member of an applicant household or an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.

DEFINITION OF AN INDEPENDENT STUDENT:

Owners must use, and the student must meet, the following criteria to be eligible for Section 8 assistance as an independent student. The student must:

1. be 24 years of age or older by December 31 of the award year;
2. is an orphan, in foster care, or a ward of the court or was an orphan, in foster care or a ward of the court at any time when the individual was 13 years of age or older;
3. 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 individuals State of legal residence;
4. is a veteran of the Armed Forces of the United States or is currently service on active duty in the Armed Forces for other than training purposes;
5. is a graduate or professional student;
6. is a married individual;
7. has legal dependents other than a spouse;
8. 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 or as unaccompanied, at risk of homelessness and self-supporting;

9. is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

Owners must verify the student's independence from his or her parents. To determine that the students parents income is not relevant in determining the student's eligibility for assistance by doing all of the following:

1. Review and verify previous address information to determine evidence of a separate household verifying the student meets the U.S. Department of Education's definition of independent student;
2. Review a student's prior year income tax returns to verify the student is independent or verifying the student meets the Department of Education's definition of independent student;
3. Verify income provided by parent by requiring written certification from an individual providing the support. Financial assistance that is provided by persons not living in the unit is part of the annual income.
4. Certification is also required if the parent is providing NO support to the student.

The rule does not apply to students residing with their parents in a section 8 assisted unit or who reside with parents who are applying to receive section 8 assistance.

GROUNDS FOR DENIAL

1. Total family income exceeds the applicable income limits published by HUD.

2. Household cannot pay the full security deposit at move-in.

3. Household refuses to accept the second offer of a unit.

4. Household fails to respond to interview letters or otherwise fails to cooperate with the certification process. Failure to sign consent forms.

5. ANY adult household member fails to attend eligibility interview.

6. Blatant disrespect or disruptive behavior toward management, the property or other residents exhibited by an applicant or family member any time prior to move-in (or a demonstrable history of such behavior).

7. Applicant failed to provide adequate verification of income or we are unable to adequately verify income and/or income sources.

8. Providing or submitting false or untrue information on your application or failure to cooperate in any way with the verification process.

9. Unit assignment will NOT be the family's sole place of residency. **Qualification for a unit includes occupying the unit on a continuous basis and as a primary residence. Residents may not be absent from the unit for more than 60 consecutive days, or for longer than 180 continuous days for medical reasons.**

10. Family members failed to provide proof of a social security number. See "Disclosure of SSN" section of this plan.

LANDLORD REFERENCE

11. Negative landlord references that indicate lease violation, disturbing the peace, harassment, poor housekeeping, improper conduct or other negative references against the household.

12. Evictions reported in the last 5 years.

13. History of late payment of rent that demonstrates more than 2 late payments of rent in a six-month period for the past two years. More than 1 NSF in a one-year period.

14. Inappropriate household size for the unit available (see Occupancy Standards).

CREDIT (Subsidized PBV or TBV)

The owner/agent will not conduct credit screening for applicants of government-subsidized housing, such as project-based Section 8 or tenant-based Section 8 voucher holders.

CREDIT (Non – Subsidized Units)

For applicants who are not applying for project-based Section 8 units or are a recipient of a tenant-based voucher, the owner/agent reviews each adult applicant's credit history for the last three years.

The owner/agent does not consider medical bills/expenses when reviewing credit history.

The owner/agent does not consider student loans and/or expenses when reviewing credit history.

Bankruptcy: The owner/agent will reject any applicant family that includes a member with a discharged bankruptcy (Chapter 7 or Chapter 13) within the last three (3) years. The owner/agent will consider the applicant if the bankruptcy was dismissed and other credit information is "positive".

Foreclosure: The owner/agent will reject any applicant family that includes a member named in a foreclosure, including foreclosure of reverse mortgages, within the last three (3) years.

Collections: The owner/agent will reject any applicant family that includes a member currently paying or being pursued to pay any collectible amount in excess of $2500 when such collections began within the preceding three (3) years. If the applicant is paying amounts due and such collections began more than three (3) years before the eligibility determination, the collection status must be current (no outstanding balances more than ninety (90) days old). The owner/agent will use a screening company to assist with credit screening. Records to be reviewed include, but are not limited to:

- Civil judgment;
- Child Support;
- Federal Tax Lien;
- State Tax Lien;
- Forcible Detainer;
- Garnishment;
- Utility Lien (Power, Water, Sewer, Gas).

Credit history will be reviewed to determine if there is any debt owed to a prior landlord or HUD. Any applicant family that includes a member owing prior landlords or HUD will be rejected unless:

- Such debt has been paid; or
- Applicant has entered in to a repayment agreement and can demonstrate that payments toward the principal amount(s) have been on time for the most recent six (6) months.

Other credit history will be reviewed; the following discoveries will be reason for rejection of the applicant family:

- Any applicant has one or more outstanding judgments in excess of $1000 within the last three (3) years.
- Any applicant has record of two or more checks returned for non-sufficient funds in the last year.
- Any applicant has a current credit score below 350.
- Any applicant has defaulted on any loan/payment agreement in excess of $500.00 within the last three (3) years.
- Any applicant has record of failure to pay child support owed within the last 12 months.

- Any applicant has received an overpayment of federal assistance due to misrepresentation and/or fraud within the last three (3) years.

If an applicant has no credit history, the credit screening will be considered "positive".

CRIMINAL

Screening is performed in a manner that is reasonable, consistent, and complies with fair housing laws. Screening is used to help ensure that households admitted to a property will abide by the terms of the lease, pay rent on time, take care of the property and unit, and allow all residents to peacefully enjoy their homes.

This includes, but is not limited to, live-in aides, security/police officers or additional household members wishing to move-in after the initial move-in. *Certain exceptions apply to children/minors.* The current screening guidelines in place at the time the new household member applies will be used to determine eligibility for admission.

HUD has established standards that prohibit admission of:

1. Any applicant family in which any member was evicted in the last three years from federally assisted housing for drug-related criminal activity
2. A applicant family in which any member is currently engaged in illegal use of drugs or for which the owner/agent 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. (The owner/agent has implemented a policy to address the term "currently engaged". Current will be indicated and investigated if there is a record of arrest or conviction within the last two (2) years)
3. Any applicant family member if there is reasonable cause to believe that 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. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse
4. Any applicant family that includes household member who is subject to any state lifetime sex offender registration requirement (household member may be removed)

In addition to HUD requirements, the owner/agent has established a policy to reject all applicant families when any member of the applicant family has engaged in criminal activity as described in this document.

The owner/agent will reject Pre-Applications or Applications if any household member's criminal history includes one or more of the following:

1. Criminal activities resulting in felony conviction involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of an illegal or controlled substance. Applicant families that include members with this type of criminal history will be automatically denied. The owner/agent will meet with the applicant and the applicant's family and will consider extenuating circumstances if the conviction or exit from incarceration (whichever is later) occurred no less than seven (7) years before the date of Pre-Application or Application and when no additional criminal activity is indicated.

2. Criminal activities resulting in other felony convictions if the conviction or exit from incarceration occurred no less than seven (7) years before the date of Pre-Application or Application. The owner/agent will consider extenuating

circumstances when no additional criminal activity is indicated.

3. A record of three or more separate instances where the applicant is involved in criminal activities resulting in felony conviction.

4. Criminal activities resulting in misdemeanor convictions involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance within five (5) years of conviction or exit from incarceration, whichever is later. The owner/agent will meet with the applicant and the applicant's family and will consider extenuating circumstances if the conviction or exit from incarceration (whichever is later) occurred no less than three (3) years before the date of Pre-Application or Application and when no additional criminal activity is indicated.

5. Criminal activities resulting in other misdemeanor convictions within three (3) years of conviction or exit from incarceration, whichever is later. The owner/agent will consider extenuating circumstances when no additional criminal activity is indicated.

6. A record of three (3) or more separate instances where the applicant is involved in criminal activities resulting in misdemeanor convictions where the last conviction or exit from incarceration is within five (5) years.
7. United States Code Title 8, subsection 1324(a)(1)(A) prohibits the harboring of illegal aliens. The provision of housing to illegal aliens is a fundamental component of harboring. Residents may be required to provide proof of citizenship or legal immigration status.
8. Any member of the applicant family is currently subject to registration under a state sex offender registration program. If the owner/agent determines that a registered sex offender is part of the applicant family, the owner/agent will allow the applicant family to remove the sex offender from the Pre-Application or Application. Removal must be documented using a signed, notarized copy of the owner's form. The applicant family will have ten (10) business days to provide verification that the household member has alternative housing or that the household member has applied for alternative housing. Failure to provide such documentation will result in rejection of the applicant family. In this case, the owner/agent reserves the right to monitor household composition after move-in. If the owner/agent discovers that a sex offender has moved in to the unit, assistance will be terminated and the household will be evicted in accordance with HUD requirements. Any assistance paid-in-error must be returned to HUD.

If the owner/agent is unable to complete required criminal or sexual offender screening due to the applicant's failure to provide required information or release forms, the applicant family will be rejected.

If a resident or applicant has requested VAWA protections and such protections have been justified based on owner/agent investigation, the alleged abuser/perpetrator will not be approved to live on the property.

The owner/agent will review certain criminal history, based on HUD recommendations, for all adult household members at each Annual Recertification.

CONSIDERATION OF EXTENUATING CIRCUMSTANCES

In deciding whether to exercise discretion to admit an individual or applicant family that has engaged in prohibited criminal activity, the

owner/agent will, upon request, consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that denial of the entire applicant family would have on family members not involved in the criminal activity; and the extent to which the applicant has taken all reasonable steps to prevent or mitigate the criminal activity.
Additionally, when specifically considering whether to deny admission for illegal drug use by a household member who is no longer engaged in such activity, the owner/agent will, upon request, consider whether the household member is participating in or has successfully completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.

CRIMINAL

Please see attached criminal background criteria.

CRIMINAL

Screening is performed in a manner that is reasonable, consistent, and complies with fair housing laws. Screening is used to help ensure that households admitted to a property will abide by the terms of the lease, pay rent on time, take care of the property and unit, and allow all residents to peacefully enjoy their homes.

This includes, but is not limited to, live-in aides, security/police officers or additional household members wishing to move-in after the initial move-in. *Certain exceptions apply to children/minors.* The current screening guidelines in place at the time the new household member applies will be used to determine eligibility for admission.

HUD has established standards that prohibit admission of:

5. Any applicant family in which any member was evicted in the last three years from federally assisted housing for drug-related criminal activity.
6. A applicant family in which any member is currently engaged in illegal use of drugs or for which the owner/agent 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. (The owner/agent has implemented a policy to address the term "currently engaged". Current will be indicated and investigated if there is a record of arrest or conviction within the last two (2) years)
7. Any applicant family member if there is reasonable cause to believe that 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. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse
8. Any applicant family that includes household member who is subject to any state lifetime sex offender registration requirement (household member may be removed)

In addition to HUD requirements, the owner/agent has established a policy to reject all applicant families when any member of the applicant family has engaged in criminal activity as described in this document.

The owner/agent will reject Pre-Applications or Applications if any household member's criminal history includes one or more of the following:

9. Criminal activities resulting in felony conviction involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of an illegal or controlled substance. Applicant families that include members with this type of criminal history will be automatically denied.

The owner/agent will meet with the applicant and the applicant's family and will consider extenuating circumstances if the conviction or exit from incarceration (whichever is later) occurred no less than seven (7) years before the date of Pre-Application or Application and when no additional criminal activity is indicated.

10. Criminal activities resulting in other felony convictions if the conviction or exit from incarceration occurred no less than seven (7) years before the date of Pre-Application or Application. The owner/agent will consider extenuating circumstances when no additional criminal activity is indicated.

11. A record of three or more separate instances where the applicant is involved in criminal activities resulting in felony conviction.

12. Criminal activities resulting in misdemeanor convictions involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance within five (5) years of conviction or exit from incarceration, whichever is later. The owner/agent will meet with the applicant and the applicant's family and will consider extenuating circumstances if the conviction or exit from incarceration (whichever is later) occurred no less than three (3) years before the date of Pre-Application or Application and when no additional criminal activity is indicated.

13. Criminal activities resulting in other misdemeanor convictions within three (3) years of conviction or exit from incarceration, whichever is later. The owner/agent will consider extenuating circumstances when no additional criminal activity is indicated.

14. A record of three (3) or more separate instances where the applicant is involved in criminal activities resulting in misdemeanor convictions where the last conviction or exit from incarceration is within five (5) years.
15. United States Code Title 8, subsection 1324(a)(1)(A) prohibits the harboring of illegal aliens. The provision of housing to illegal aliens is a fundamental component of harboring. Residents may be required to provide proof of citizenship or legal immigration status.
16. Any member of the applicant family is currently subject to registration under a state sex offender registration program. If the owner/agent determines that a registered sex offender is part of the applicant family, the owner/agent will allow the applicant family to remove the sex offender from the Pre-Application or Application. Removal must be documented using a signed, notarized copy of the owner's form. The applicant family will have ten (10) business days to provide verification that the household member has alternative housing or that the household member has applied for alternative housing. Failure to provide such documentation will result in rejection of the applicant family. In this case, the owner/agent reserves the right to monitor household composition after move-in. If the owner/agent discovers that a sex offender has moved in to the unit, assistance will be terminated and the household will be evicted in accordance with HUD requirements. Any assistance paid-in-error must be returned to HUD.

If the owner/agent is unable to complete required criminal or sexual offender screening due to the applicant's failure to provide required information or release forms, the applicant family will be rejected.

If a resident or applicant has requested VAWA protections and such protections have been justified based on owner/agent investigation,

the alleged abuser/perpetrator will not be approved to live on the property.

The owner/agent will review certain criminal history, based on HUD recommendations, for all adult household members at each Annual Recertification.

CONSIDERATION OF EXTENUATING CIRCUMSTANCES

In deciding whether to exercise discretion to admit an individual or applicant family that has engaged in prohibited criminal activity, the owner/agent will, upon request, consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that denial of the entire applicant family would have on family members not involved in the criminal activity; and the extent to which the applicant has taken all reasonable steps to prevent or mitigate the criminal activity.
Additionally, when specifically considering whether to deny admission for illegal drug use by a household member who is no longer engaged in such activity, the owner/agent will, upon request, consider whether the household member is participating in or has successfully completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.

VIOLENCE AGAINST WOMEN ACT OF 2013

The Violence Against Women Act of 2013 (VAWA) applies to project-based Section 8 units (Fountain West) and offers the **following protections against eviction or denial of housing based on domestic violence, dating violence, sexual assault and stalking:**

1. An applicant's or program participant's status as a victim of domestic violence, dating violence, sexual assault and stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

2. This must support or assist victims of domestic violence, dating violence, sexual assault and stalking. It must protect victims, as well as members of their family, from being denied housing or from losing their HUD assisted housing.

3. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault and stalking will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.

4. Criminal activity directly related to domestic violence, dating violence, sexual assault and stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.

5. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.

6. The provisions protecting victims of domestic violence, dating violence, sexual assault and stalking engaged in by a member of the household, may not be construed to limit Fountain West, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.

7. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if Fountain West can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, Fountain West will not subject victims to more demanding standards than other tenants.

The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault and stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence, sexual assault and stalking.

Attached to this Resident Selection Plan is the VAWA Notice of Occupancy Rights and Certification form for review. The Notice of Occupancy Rights and Certification form will be provided to applicants when assistance is being denied or at the time of move-in.

This notice explains your rights under VAWA. A HUD-approved certification form is attached to the notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

New VAWA Language (All Programs) Updated to comply with VAWA Reauthorization 2022

Nonretaliation

The owner/agent will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

The owner/agent shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

Owner/agents, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities. Prohibited penalties include:
   a. Actual or threatened assessment of monetary or criminal penalties, fines, or fees.
   b. Actual or threatened eviction.
   c. Actual or threatened refusal to rent or renew tenancy.
   d. Actual or threatened refusal to issue occupancy permit or landlord permit.

e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

Termination of Tenancy or Termination of Assistance

The VAWA does not limit an owner/agent's authority to deny, evict or terminate assistance to a resident/applicant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.

The owner/agent will not subject the resident/applicant, who is a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other resident/applicants in determining whether to evict or terminate assistance.

The VAWA does not limit an owner/agent's authority to deny, terminate assistance to, or evict a resident/applicant under a covered housing program when the owner/agent can demonstrate an actual and imminent threat *(to other resident/applicants or those employed at or providing service to property of the covered housing provider)* would be present if that resident/applicant or lawful occupant is not evicted/terminated. In this context, words, gestures, actions, or other indicators will be considered an ''actual and imminent threat'' if they meet the standards provided in the definition of ''actual and imminent threat''.

Note: ***Actual and imminent threat*** *refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur*.

Determinations about the presence of imminent danger will not be based on stereotypes but will be tailored to particularized concerns about individual residents.

The owner/agent will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

Any eviction or termination of assistance, will be initiated only when there are no other actions that could be taken to reduce or eliminate the threat. Examples of such action include, but are not limited to:

- Transferring the survivor to a different unit when doing so would reduce or eliminate the threat – *Also see Addendum A for information about VAWA Emergency Transfers*;
- Barring the perpetrator from the property;
- Contacting law enforcement to increase police presence;
- Develop other plans to keep the property safe; or
- Seeking other legal remedies to prevent the perpetrator from acting on a threat.

Lease Addendum

The HUD approves lease addendum will be implemented and provided in accordance with HUD guidance.

VAWA EMERGENCY TRANSFERS

The owner/agent is concerned about the safety of residents and applicants, and such concern extends to residents and applicants who

are survivors of domestic violence, dating violence, sexual assault, or stalking – collectively referred to as VAWA crimes.

The owner/agent has developed a VAWA Emergency Transfer (VET) Plan that allows survivors of VAWA crimes or people associated with survivors of VAWA crimes to request a VET. Please refer to the property's VAWA Policy and VET Policy for more detailed information.

Definitions

Please be aware of the following definitions:

Internal VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant (usually referred to as a unit transfer); that is, the resident may reside in the new unit without having to undergo an application process. If a unit is available, the resident must be eligible for the unit based on the requirements set forth by the governing agency. The resident should discuss unit transfer eligibility requirements with the owner/agent and/or property staff to fully understand the requirements.

When a resident qualifies for an internal VAWA Emergency Transfer, and when no unit is immediately available (vacant and ready for occupancy), the owner/agent will add the resident to the property's waiting list with a preference. The resident may remain on the property waiting list even if the resident decides to pursue an External VAWA Emergency Transfer

External VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant; that is the resident must undergo apply and be eligible in order to reside in the new unit. The applicant may be required to meet the eligibility requirements and/or screening requirement set forth by the agencies that govern the housing program and by the property's owner/agent.

Safe unit refers to a unit that the survivor of domestic violence, dating violence, sexual assault, or stalking believes is safe.

GRIEVANCE/APPEAL PROCESS

Failure to meet one or more of the foregoing screening criteria may be grounds for denial, however, each application is considered as a whole and the above-factors are considered as part of a weighted formula. Should the applicants fail to meet the screening criteria, they will receive a notice in writing indicating that they have the right to appeal the decision. This notice must indicate that the applicant has 14 days to dispute the decision.

An appeal meeting with the Property Supervisor or the Compliance staff will be held within 10 business days of receipt of the applicant's request.

Within five days of the appeal meeting, the property will advise the applicant in writing of the final decision regarding eligibility. Apartments will not be held for those applicants in the appeal process.

ADMINISTRATION OF WAITING LIST

The property is required to maintain a Waiting List of all eligible applicants. Applicants must be placed on the Waiting List and selected from the Waiting List even in situations where there are vacancies and the application is processed upon receipt. This procedure is necessary to assure the complete and accurate processing of all documentation for all applicants.

The property has one Waiting List that is established and maintained in chronological order based on the date and time of receipt of the Preliminary Application. The Waiting List contains the following information for each applicant:

1. Applicant Name
2. Address and/or Contact Information
3. Phone Number(s)
4. Unit Type/Size
5. Household Composition
6. Preference/Accessibility requirements
7. Income level
8. Date/ Time of Application

Applicants must report changes in writing to any of the information immediately.

Applicants will have the opportunity to decline the first apartment offered and retain their place on the waiting list. Should the applicant decline the offer of the next available unit, they will be removed from the waiting list.

PURGING THE WAITING LIST

The Waiting List will be purged annually. Each applicant will receive a letter from the property, which will request updated information and ask about their continued interest. This letter must be returned within the specified time or their application will be removed from the Waiting List. It is the responsibility of the applicant to maintain a current address with the office in order to receive waitlist correspondence. Any correspondence returned undeliverable will result in application being removed from the waitlist.

OPENING/CLOSING OF WAITING LIST

Fountain West will monitor the vacancies and waiting lists regularly to ensure that there are enough applicants to fill the vacancies. Furthermore, Fountain West will monitor the waiting list to make sure that they do not become so long that the wait for a unit becomes excessive.

The waiting list may be closed for one or more unit sizes when the average wait is excessive. When the waiting list is closed, Fountain West will advise potential applicants that the waiting list is closed and refuse to take additional applications. Fountain West will publish a notice stating that the waiting list is closed in a publication likely to be read by potential applicants. The notice will state the reasons for Fountain West's refusal to accept additional applications.

When Fountain West agrees to accept applications again, the notice of this action will be announced in a publication likely to be read by potential applicants in the same manner as the notification that the waiting list was closed.

Advertisements will include where and when to apply and will conform to the advertising and outreach activities described in the Affirmative Fair Housing Marketing Plan for Fountain West.

AVAILABILITY OF RESIDENT SELECTION PLAN

The Resident Selection Plan shall be posted in a conspicuous and public area at the site. Changes to the Plan will be sent via U.S. mail to all persons on the active Waiting List. When the Waiting List opens, the Resident Selection Plan will be distributed with applications and are available by request from management.

If the Resident Selection Plan or House Rules is revised or updated, applicants will receive a copy of the updated plan and current residents will receive a copy of the updated House Rules.

ANNUAL/INTERIM RECERTIFICATION REQUIREMENTS

All residents must be re-certified annually. Residents are also required to report all interim changes to management that occur between annually scheduled re-certifications.

INTERIM RECERTIFICATION – REPORTING CHANGES BEFORE NEXT ANNUAL RECERTIFICATION (AR)

Resident family composition, income and expenses are reviewed at least Annually.

Residents are required to report changes, between Annual Recertification, based on requirements outlined in the HUD Model Lease and the House Rules. Changes that result in an income increase or removal of a member must be reported within 10 days.

The addition of a new resident must be approved before the new member moves into the unit. Failure to notify the owner/agent before a new member is added is a material lease violation and may result in termination of tenancy.

Owner/agent will process an interim reexamination when there is a change to household composition.
Owner/Agent will process an interim reexamination for all decreases in adjusted income when a family member permanently moves out of the unit.

If the change reported results in a decrease to family income, the owner/agent will process an Interim Recertification (IR), adjusting rent, when that reduction results in a decrease of the family's Annual Adjusted Income of 10% or more.

Based on the rules below, the owner/agent will submit an Interim Recertification, if the resident reports one or more changes resulting in a 10% increase to Annual Adjusted Income.

If the reported change includes an increase in income, but an IR reducing income has not been completed since the last AR, the owner/agent will document the resident file and will consider income changes (earned and unearned income), when determining if the Annual Adjusted Income has increased by 10% or more.

If an IR reducing income has been completed since the last AR, the owner/agent will complete an IR, not including any increase to earned income, when determining if the Annual Adjusted Income has increased by 10% or more, unless the change is reported within 3 months of the next Annual Recertification Date.

If all adult family members comply with reporting requirements, rent changes will be implemented as follows:

1. Rent increases. If the rent increases, the owner will give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month after the end of the 30-day period of completing the interim recertification.
2. Rent decreases. If the rent will decrease, the change in rent is effective on the first day of the month after the date of action (e.g., first of the month after the date of loss of employment.) A 30-day notice is not required for rent decreases.

If all adult family members do not comply with the reporting requirements, and the owner discovers the tenant has failed to report changes as required, the owner will implement rent changes as follows:

1. Rent increases. Owners must implement any resulting rent increase retroactive to the first of the month following the date that the action occurred.
2. Rent decreases. Any resulting rent decrease must be implemented effective the first rent period following completion of the recertification.

The owner/agent will make rent decreases retroactive under certain circumstances. If extenuating circumstances exist (504, VAWA, LEP), the retroactive decrease is applied the later of :

a. The first of the month following the date of the change that led to the decrease; or
b. The first of the month following the effective date of the most recent full certification.

Consent and Verification Forms (9887s)

Currently, all adult applicants must sign HUD's 9887 and 9887A before being admitted to the housing program and at each Annual Recertification.

Note: The following rules about consent forms require HUD to release an updated 9887.

Starting the later of July 1, 2024 or when HUD releases an updated 9887, all applicants must sign HUD's consent forms at admission. After an applicant or resident has signed and submitted these consent forms, they do not need to sign and submit subsequent consent forms except under the following circumstances:

- When a new member is added to the unit if:
  - The new member is 18 years of age or older, or
  - The new member is the HOH, co-HOH/spouse regardless of age;
- When a member of the family turns 18 years of age;
- If the family's assistance is terminated and the family wishes to reinstate housing assistance; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and owner/agent to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves-out), the family's assistance is considered to be terminated and the signed consent forms will no longer be in effect.

Any adult member of the family may provide written notification to the owner/agent to revoke consent. Doing so makes the family ineligible and housing assistance will be terminated before the next Annual Recertification or Interim Recertification. The resident will be provided with a 30-Day Notice of Rent Increase as required.

If, subsequently, the family wishes to reapply for assistance, and when such assistance is available, the HOH, co-HOH/spouse and all adult members will be required to submit the signed 9887/9887A documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor living in the unit turns 18, he/she must meet with the management staff and sign appropriate forms when the first notice to recertify is submitted. Failure to do so will result in termination of assistance for the entire household.

Verification

The owner/agent shall obtain verifications in compliance with requirements set forth by the Department of Housing and Urban Development. After the preliminary eligibility determination, no decision to approve a Pre-Application or Application shall be made until information provided on the Pre-Application or Application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

All information relative to the following items must be verified as described in these procedures.

Information to be Verified

Information to be verified includes, but is not limited to:

1. Eligibility for Admission, such as
    a. Income;
    b. Assets and Asset Income;
    c. Identification;
    d. Age;
    e. Household Composition;
    f. Social Security Numbers;
    g. Student Status;
    h. Current HUD Assistance.
2. Allowances, such as
    a. Age;
    b. Disability;
    c. Full Time Student Status;
    d. Child Care Expenses;
    e. Disability Assistance Expenses;
    f. Medical Expenses (For Elderly/Disabled Households Only).
3. Preferences
    a. Status as a Victim of a Presidentially Declared Disaster.
4. Compliance with Resident Screening Guidelines, such as
    a. Criminal History;
    b. Credit History;
    c. Rental/Residence History;
5. The Need for an Accessible Unit.

Methods of Verification

Verifications will be attempted as follows:

1. Means-tested Verification (also known as Safe Harbor). The owner/agent will not accept Means-tested (Safe Harbor) Verification.
2. Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (EIV may be used as the sole verification of Social Security income);
3. Upfront Income Verification (UIV) using non-EIV resources (e.g., Work Number, web-based state benefits system, etc.);
4. Written, third-party verification from the source, also known as "tenant-provided verification". An original or authentic document generated by a third-party source dated within 120 days of the date received by the owner/agent. (e.g., resident provided bank statement). For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. Owner/agents may also accept third-party verification directly from the verification source. For example, owner/agents may (but are not required to) obtain verification of disability directly from a medical care provider (e.g., physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
5. EIV with Self-Certification (Employment or Unemployment Income). The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. The family will be provided with the information from EIV.
6. A Written Third-party Verification Form (as appropriate);
7. Oral verification. When verifying information over the telephone or via the internet, it is important to be certain that the person is the party he or she claims to be. When verifying information by phone, the owner must record and include in the tenant's file the following information:
    a. Third-party's name, position, and contact information;
    b. Information reported by the third party;
    c. Name of the person who conducted the telephone/internet interview; and
    d. Date and time of the call.

8. Family Self-Certification. In the absence of any of the above or as provided in HUD guidance, notarized or witnessed self-certification from the household member *(the owner/agent is not required to accept family/self-certification)*. Except when accepted based on HUD guidance (e.g., Streamlining, Assets Disposed, etc.), when the owner/agent accepts Family Self-Certification, the tenant file will be documented, when appropriate, to show that staff attempted other acceptable verification before relying on family self-certification.

Sources of Information

Sources of information may include, but are not limited to:

- Any Member Of The Applicant Family;
- Present And Former Housing Providers/Landlords;
- Present And Former Employers;
- Banks;
- Insurance Companies;
- Any Asset Manager;
- Family Members;
- Any Person Or Organization Providing Gifts/Regular Contributions To Any Member;
- Social Workers/Parole Officers;
- HUD's Enterprise Income Verification System (EIV);
- The Work Number;
- Court Records;
- Health Providers;
- Physicians;
- Clergy;
- Schools/Institutes Of Higher Education;
- Department Of Homeland Security (DHS);
- Department of Health and Human Services (HHS);
- The Internal Revenue Service (IRS);
- The Social Security Administration (SSA);
- Medicare/Medicaid;
- Representative Of The United States Armed Forces;
- Any Federal/Local Benefit Providers;
- Pharmacies;
- Utility Providers;
- The World Wide Web (Internet).

The owner/agent will be the final judge of the credibility of any verification submitted by an applicant. If the owner/agent questions the validity of a document or the validity of information provided, it will be reviewed by management staff for a ruling regarding acceptability.

Period for Verification

Except where HUD allows, only verified information that is less than 120 days old may be used for verification. This does not apply to Means-tested verification which may be used for up to 12 months.

Income from federal programs may be verified using an award letter for the award year until the COLA is announced.

Verified information not subject to change (such as a person's date of birth) will not be re-verified.

Consent and Verification Forms (9887s)

Currently, all adult applicants must sign HUD's 9887 and 9887A before being admitted to the housing program and at each Annual Recertification.

Note: The following rules about consent forms require HUD to release an updated 9887.

When HUD releases the HOTMA compliant 9887/9887A, the HOH, co-HOH/spouse (regardless of age) and all adult applicants must

sign HUD's consent forms no later than the final eligibility interview. Applications for assistance (MI/IC) will not be considered until an executed 9887/9887A has been received from all family members as indicated above. After an applicant or resident has signed and submitted these consent forms, they do not need to sign and submit subsequent consent forms except under the following circumstances:

- When a new member is added to the unit if:
  - The new member is 18 years of age or older, or
  - The new member is the HOH, co-HOH/spouse regardless of age;
- When a member of the family turns 18 years of age;
- If the family's assistance is terminated and the family wishes to reinstate housing assistance; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and owner/agent to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves-out), the family's assistance is considered to be terminated and the signed consent forms will no longer be in effect.

Any adult member of the family may provide written notification to the owner/agent to revoke consent. Upon receiving such notice, the owner/agent will notify HUD. Revoking consent makes the family ineligible and housing assistance will be terminated before the next Annual Recertification or Interim Recertification. The resident will be provided with a 30-Day Notice of Rent Increase as required.

If, subsequently, the family wishes to reapply for assistance, and when such assistance is available, the HOH, co-HOH/spouse and all adult members will be required to submit the signed 9887/9887A documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor living in the unit turns 18, he/she will have ten (10) days to meet with the management staff and sign appropriate forms. Failure to do so will result in termination of assistance for the entire household.

Owner/agent Created Verification Forms

The owner/agent may create verification forms for specific verification needs and must include the language required by HUD.

Applicants who refuse to sign consent forms are subject to rejection. Residents who refuse to sign consent forms are subject to termination of assistance.

Owner/agent created verification forms must clearly state that the applicant or resident is not required to sign the form if it does not clearly indicate who will provide the requested information and who will receive the information. The owner/agent will retain a copy of the verification form and provide a copy to the applicant or resident upon request.

Streamlining

The owner/agent has implemented the following Streamlining processes.

Streamlined Determination of Fixed Income

The owner/agent will not adopt Streamlined Determination of Fixed Income except for January – April certifications. Once the SS COLA is announced, the SS COLA will be applied for any

certifications, for the award year, that were not complete on the date of the announcement.

Verification of Assets
($50,000 in 2024 But Subject to Annual Adjustment by HUD).

At move-in and at least every three years, owner/agents will verify the cash value of assets that are not specifically excluded, and will verify the income from those assets when possible. In Year 2 and in Year 3, owner/agents will conduct such verification only if the net cash value of all family assets exceeds the current Asset Threshold. If the net cash value of all family assets (except those specifically excluded), is equal to or less than the current Asset Threshold, the owner/agent will accept the families notarized or witnessed self-certification providing the net cash value of assets not specifically excluded and any known income from those assets.

The owner/agent will accept Self-certification of Assets at move-in as long as the net cash value of assets is $50,000 or less and the resident also provides anticipated income for those assets.

Streamlined Certification for Fixed Income Families

The owner/agent will not implement Streamlined Certification for Fixed Income Families.

LIMITED ENGLISH PROFICIENCY (LEP) SERVICES

Fountain West will determine, as part of its obligation to take reasonable steps to ensure meaningful access to the Development and its programs by persons with Limited English Proficiency (LEP), those Oral Language Services (i.e. Interpretation) and HUD provided written translated documents (i.e. Translation) that may be required in connection with the implementation of this Plan.

UNIT INSPECTION REQUIREMENT

Before signing the lease, Fountain West and the resident must jointly inspect the unit. The resident has five days to report any additional deficiencies to Fountain West to be noted on the move-in inspection form.

Annual unit inspections are performed by Fountain West. Agencies providing funding have the right to inspect the unit to ensure the property is physically well maintained and that the residents are provided with decent, safe and sanitary housing.

Residents will receive prior written notification for all unit inspections.

When a resident moves out, a final inspection will be completed. Residents are encouraged to attend the move-out inspection. However, if the resident does not wish to participate in the final inspection, Fountain West management may conduct the inspection alone.

PETS

No pets of any description are allowed on the property. SERVICE or ASSISTANCE animals are not considered pets and are not required to comply with the provisions of the Pet Policy. Service or Assistance animals are those animals specifically required to assist individuals with documented disabilities. Please notify Management if you require a Service or Assistance animal.

EQUAL HOUSING OPPORTUNITY

Fountain West Apartments does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally-assisted programs and activities.

EAH HOUSING
A NON-PROFIT HOUSING CORPORATION

Expanding the range of opportunities for all by developing, managing and promoting quality affordable housing and diverse communities since 1968.
Fountain West is an equal opportunity housing provider.

Fountain West
Violence, Dating Violence, Sexual Assault, or Stalking
Emergency Transfers

Fountain West 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 (VAWA), Fountain West allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[1] The ability of Fountain West to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether Fountain West has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

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 to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees Fountain West's subsidy programs to ensure they are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

1. The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
2. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify Fountain West's management office and submit a written request for a transfer to **Fountain West, 2530 West Fountain Way, Fresno, CA 93705** and include documentation of the occurrence of domestic violence, dating violence, sexual assault or stalking if tenant has not previously provided such documentation of the occurrence. Fountain West will provide reasonable accommodations to this policy for individuals with disabilities.

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

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under Fountain West's program; or
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Acceptable documentation of the occurrence of domestic violence, dating violence, sexual assault or stalking must be provided if tenant has not provided such documentation. Acceptable documentation includes any one of the following forms of verification:

1. A complete HUD-approved certification Form 5-382;
2. A document:
    a. Signed by the resident and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
    b. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 C.F.R. § 5.2003;
    3. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
    4. At the discretion of Fountain West, a statement or other evidence provided by the resident.

If Fountain West receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Fountain West has the right to request that you provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, Fountain West does not have to provide you with the protections in this notice.

Confidentiality

Fountain West will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives Fountain West written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about Fountain West's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

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 tenant is residing.

Fountain West cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. Fountain West will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, 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 tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. Fountain West may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

External Emergency Transfers

External emergency transfers refer to an emergency relocation of a resident to another unit where the tenant would be categorized as a new applicant.

The tenant must undergo an application process in order to reside in the new unit.

While EAH Housing 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 EAH Housing is acting as agent, (2) has its own wait lists and (3) is subject to its own regulatory agreements. As such, except in rare circumstances where the Owner also owns another community, EAH Housing must process transfers to other communities, even those managed by Fountain West, as external transfers. In most circumstances, Fountain West is unable to give priority for such external transfers even if Fountain West manages the property or EAH Housing manages the property for the other Owner. As such, external transfers generally will require the transferring tenant to go on any pending waitlist in the same position as any other new applicant at the other property.

Additional Assistance

If Fountain West has no safe and available units for which a tenant who needs an emergency is eligible, Fountain West will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.

At the tenant's request, Fountain West will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

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

Fountain West

Resources:

For help addressing domestic violence, dating violence, sexual assault and stalking, please refer to the following agencies:

The National Domestic Violence Hotline	800-799-7233 (SAFE)	www.ndvh.org
National Dating Abuse Helpline	866-331-9474	www.loveisrespect.org
Americans Overseas Domestic Violence Crisis Center	866-USWOMEN (879-6636)	www.866uswomen.org
National Child Abuse Hotline/Childhelp	800-4-A-CHILD 800-422-4453	www.childhelp.org
National Sexual Assault Hotline	800-656-4673 (HOPE)	www.rainn.org
Marjaree Masson Center	559-233-4357 (HELP)	www.mmcenter.org
Poverello House – Naomi's House Women's Shelter	559-498-6988	
Evangel Home	559-264-4714	
Fresno Police Department, (559) 621-2225	559-621-2225	