

## Summary of Interim Revisions to

### FY2019-20 Administrative Plan

Indicates policy has been added

~~Indicates policy has been removed~~

These changes seek to remove barriers currently imposed by COVID-19, but may allow for greater operational flexibility and benefits to clientele in the future.

### Reason for the Change to 4.3.C SELECTION METHOD

SAHA is implementing a new preference to assist individuals who are identified by our partner, South Alamo Regional Alliance for the Homeless (SARAH), as being homeless due to COVID-19. This will allow SAHA to more quickly house individuals experiencing homelessness caused by the COVID-19 pandemic.

#### 4.3.C SELECTION METHOD

- (1) SAHA must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that SAHA will use [982.202(d)].
- (2) **Local Preferences [24 CFR 982.207; HCV p. 4-16]**

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#### (f) **Waiting List Preferences**

SAHA'S waiting list preferences are defined below and shall be assigned points as indicated. SAHA will accept applications from preference applicants even when the waiting list may otherwise be closed. Applicants who qualify for a preference will not be required to complete the online registration but will be placed directly on the waiting list in order of total combined preference points.

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(viii) **COVID-19 Assistance Referral (100 Points)** – Families certified by South Alamo Regional Alliance for the Homeless (SARAH) as homeless due to COVID-19 and referred to SAHA under the terms and conditions of the Memorandum of Agreement.

## Reason for the Change to 7.1.B OVERVIEW OF VERIFICATION REQUIREMENTS

This section was updated to note that SAHA will accept an unsworn perjury statement in situations where a notary signature is difficult or impossible to obtain.

### 7.1.B OVERVIEW OF VERIFICATION REQUIREMENTS

#### (2) Requirements for Acceptable Documents

- (a) Any documents used for verification must be the original.
- (b) The documents must not be damaged, altered or in any way illegible.
- (c) Any documents used for verification in MTW programs must be dated within 90 calendar days for applicants and 120 calendar days for participants according to the most current date: (1) the date received by SAHA, or (2) the date the application was signed.
- (d) Any documents used for verification in non-MTW programs must be dated within 60 days for applicants and 120 days for participants according to the most current date: (1) the date received by SAHA, or (2) the date the application was signed.
- (e) Printouts from employer websites are considered original documents.
- (f) Any family self-certifications must be made in a format acceptable to SAHA, including but not limited to signed, notarized statements; a signed, unsworn penalty of perjury statement; or a signed Housing Choice Voucher Application or Recertification Application.

## Reason for the Change to 8.2.A(1) Types of Inspections

This section has been updated to include the option of conducting inspections remotely, if necessary and at SAHA's discretion.

### 8.2.A OVERVIEW [24 CFR 982.405]

#### (1) Types of Inspections

SAHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

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(f) Remote Inspections. At SAHA's discretion, SAHA may conduct inspections remotely using alternative means such as video conferencing/call platform.

(i) The landlord must use a device with a camera that supports video conferencing/calls to allow remote inspection of each area in the unit indicated by the Inspector.

(ii) If necessary and at SAHA's discretion, only the landlord or property manager may be present in the unit at the time of the remote inspection.

## Reason for the Change to 8.2.F(2) EXTENSIONS

This change allows SAHA to grant an extension on repairs to the unit if the owner/landlord is experiencing difficulty completing repairs due to a nationally or locally declared emergency, or extraordinary circumstances.

### (2) Extensions

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(i) Extensions will be granted in cases where SAHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

(A) A repair cannot be completed because required parts or services are not available;

(B) A repair cannot be completed because of weather conditions; or

(C) A reasonable accommodation is needed because the family includes a person with disabilities.

(ii) For reasons not obvious to SAHA, the landlord must submit supporting documentation.

(iii) The length of the extension will be determined on a case-by-case basis, but will not exceed 30 days, except in the case of delays caused by weather conditions, a nationally or locally declared emergency, or extraordinary circumstances.



(iv) In the case of weather conditions, a nationally or locally declared emergency, or extraordinary circumstances, extensions may be continued until ~~the weather has~~ circumstances have improved sufficiently to make repairs possible. ~~The~~ At that time, the necessary repairs must be made within 30 calendar days, ~~once the weather conditions have subsided.~~

## Reason for the Change to 8.2.F INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

This section has been updated to reflect current practice.

### 8.2.F INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

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#### (5) Second Reinspections

(a) When a unit has received a final fail due to HQS deficiencies for which the owner is responsible, SAHA may conduct a second reinspection of the unit, at the owner's request, for a non-refundable fee of \$75.00.

(i) The second reinspection fee may be waived due to good cause and at SAHA's discretion.

## Reason for the Change to 11.1.C SCHEDULING ANNUAL REEXAMINATIONS

This section is being updated to allow for electronic communication.

### 11.1.C SCHEDULING ANNUAL REEXAMINATIONS

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#### (2) Notification of and Participation in the Annual Reexamination Process



- (a) SAHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of SAHA.

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- (iv) Notification of annual reexamination interviews will be sent by first-class mail or email and will contain the date, time, and location of the interview. It will also inform the family of the information and documentation that must be brought to the interview.

## Reason for the Change to 16.5.B Repayment Policy

This section is being updated to allow families to pay debts to SAHA via personal check.

### 16.5.B REPAYMENT POLICY

#### (4) General Repayment Agreement Guidelines for Families

##### (a) *Repayment Options*

- (i) Participants have the option to repay the retroactive rent balance as follows:
- (A) In a lump sum payment; or
  - (B) Monthly installment; or
  - (C) A combination of 1 and 2 above. For example, a tenant may owe \$1,000, make a lump sum payment of \$300, and enter into a repayment agreement for the remaining balance of \$700.
- (ii) In addition, when a participant who owes a debt to SAHA is receiving utility assistance from SAHA, SAHA may automatically withhold the participant's utility assistance payments (UAP) and apply the UAP amount to the participant's debt until the participant's debt is paid in full.
- (iii) SAHA will accept personal checks for repayments.
- (A) When a check is returned for insufficient funds or is written on a closed account, the check amount will be considered



unpaid and a Non-Sufficient Funds (NSF) fee of \$25.00 will be charged to the family.