

# **REQUEST FOR PROPOSAL For Hearing Officers**

**Request for Proposal Issued: 9/28/2023**

**Proposals Due: 10/19/2023**

**This RFP includes the following documents:**

- 1) Request for Proposal**
- 2) Exhibit A - Detailed Scope of Work**
- 3) Exhibit B – Fee Schedule**
- 4) Exhibit C - Section 8 Informal Review and Hearing Procedures**
- 4) Exhibit D – Public Housing Grievance Procedure**
- 5) Exhibit E – SWHA Public Housing Grievance Procedure**
- 5) Exhibit F – HUD Form #5369-A**
- 5) Exhibit G - HUD Form #5369-B**
- 8) Exhibit H – HUD Form #50071**
- 9) Exhibit I – HUD Form #SF-LLL**

The King County Housing Authority (KCHA) is issuing this Request for Proposal (RFP) to solicit proposals from individuals interested in having their name added to a roster of hearing officers who are called upon to conduct grievance hearings for Public Housing and informal hearings for KCHA's Housing Choice Voucher Program requested by participants.

**Obtaining the RFP:** Copies of the RFP package are available for download at KCHA's website at <http://www.kcha.org/business/professional/>. All individuals interested in submitting a proposal are encouraged to submit their name and email address using the download registration function prior to retrieving the RFP from the KCHA website. This information allows KCHA to contact potential bidders if an addenda to the RFP is issued.

**Questions:** Any questions or requests for further information or clarification must be directed to Mayra Jacobs, Vice-President of Strategic Operations by email to [Mayraj@kcha.org](mailto:Mayraj@kcha.org) **no later than 5:00 PM PST on 10/9/2023**

**Submission Deadline:** Sealed proposals, in accordance with conditions defined in the RFP, must be received via USPS Certified mail, overnight delivery services (UPS, Fed Ex, etc.), hand delivered to the KCHA Central Office, or emailed to [Mayraj@kcha.org](mailto:Mayraj@kcha.org) by **5:00 PM on 10/19/2023** at the address below. All submissions will be date stamped upon receipt. **No submittals will be accepted after the submission deadline.** Please submit three (3) copies of the proposal

**Submission Instructions:** Submit a sealed proposal marked “**Hearing Officer RFP**” to Mayra Jacobs, c/o **King County Housing Authority, 600 Andover Park West, Tukwila, WA 98188, or email to [Mayraj@kcha.org](mailto:Mayraj@kcha.org)**. No proposals shall be opened before the submission deadline. If a proposal is submitted in error, the original proposal may be picked up and resubmitted before the submission deadline. Submissions will not be publicly opened.

**Women and Minority owned respondent individuals and entities are strongly encouraged to submit a proposal.**

## **INTRODUCTION**

KCHA is a municipal corporation created in 1939 in order to provide housing assistance to low-income residents. KCHA operates in King County outside the cities of Seattle and Renton, and provides subsidized housing to over 20,000 low and moderate income families dispersed among 23 suburban cities and the unincorporated areas of the county. Using a variety of federal, state and local housing programs the agency assists a mix of family, elderly, disabled and special needs households. Primarily financed by the U.S. Department of Housing and Urban Development (HUD), KCHA has been designated as a high performing Public Housing Authority and is one of approximately 126 Public Housing Agencies participating in the Moving to Work (MTW) demonstration

program. A five-member volunteer Board of Commissioners appointed by the King County Executive and approved by the Metropolitan King County Council governs KCHA. The Executive Director is appointed by and reports to the Board and is responsible for hiring staff and daily operations. KCHA has approximately 475 employees and an annual operating budget of \$503 million. Additionally, the King County Housing Authority (KCHA) assumes oversight of the Sedro-Woolley Housing Authority (SWHA), which encompasses a total of 80 units of public housing strategically situated within the confines of the city of Sedro-Woolley. The SWHA operates autonomously with its distinct governing board.

## **BACKGROUND INFORMATION**

Consistent with federal regulations, KCHA provides hearings for residents participating in federally assisted housing programs. Hearings provide KCHA residents and Section 8 participants an opportunity to dispute KCHA's action (or failure to act) which the resident or participant believes adversely affect their individual rights, duties, welfare or status or rights under their voucher or dwelling lease with KCHA. In the Public Housing program, residents can request a Grievance Hearing. For participants in the Housing Choice Voucher program (Section 8), this process is referred to as an Informal Hearing.

Hearings are conducted by qualified individuals from outside the agency who are not officers, employees or residents of the Housing Authority. Hearing Officers need not be legal professionals, but must be able to show sufficient experience and training in the areas of Housing Authority regulations and Landlord Tenant law as well as proven experience in effectively communicating findings and conclusions both orally and in writing. The list of Hearing Officers established by KCHA through the RFP process is shared with residents and resident councils for their review and comment.

The most frequent types of hearings are appeals by residents who are being evicted from Public Housing for failure to abide by the terms and conditions of the lease or program rules, or by Section 8 participants whose rent subsidies are being terminated for violation of the Section 8 Program regulations. Hearings are not provided to address disputes between tenants or class grievances against the Housing Authority or to initiate, negotiate or review policies established by the Housing Authority or required under state, federal, or local laws. Hearing Officers are provided training on the hearing process, dwelling lease requirements and other related policies.

A copy of the Public Housing Grievance Hearing Procedure can be found in Exhibit B and a copy of the Section 8 Informal Review and Hearing Procedures can be found in Exhibit C.

Approximately 30 hearings are held on an annual basis. Most hearings are held at KCHA's administrative office in Tukwila or at the regional management offices in Shoreline, White Center, Bellevue, or Auburn. Hearings may also be held at other locations convenient to the complainant, or via a web conference option.

Hearing officers will be paid an hourly fee for their services. Hearing Officers spend between two and ten hours per hearing, inclusive of the time required to prepare a written decision. Hearing Officers are not reimbursed for their travel time but are reimbursed for their mileage (at the published federal rate) when required to travel to a hearing site.

### **SCOPE OF WORK**

Hearing Officers are responsible for conducting fair hearings and rendering fair and reasonable decisions. The detailed scope of work is provided in Exhibit A.

### **DURATION OF WORK**

Hearing Officers selected under this RFP should be available on a rotating basis until a new list of hearing officers is established.

### **REQUIREMENTS/QUALIFICATIONS**

A qualified submission in response to this RFP must meet the following:

Individuals selected for this list of Hearing Officers need not be legal professionals, but must be able to show sufficient experience and training in the areas of Housing Authority regulations and Landlord Tenant law as well as proven experience in effectively communicating findings and conclusions both orally and in writing. It is desirable that the proposer have prior knowledge and experience in Washington State landlord-tenant law, property management law, and/or applicable affordable housing policy.

In addition:

1. Proposer must have the technical and financial resources to perform and complete the hearings successfully in compliance with the attached specifications, terms and conditions of the contract, and to be able to actually perform the work themselves.
2. Proposer must demonstrate availability to serve as a Hearing Officer

### **INFORMATION TO BE SUBMITTED WITH THE PROPOSAL**

Proposals must be submitted in the format and order listed below. Respondents may incorporate additional information relating to each of the sections outlined below to respond to the evaluation criteria. Respondents choosing to provide additional materials should include them in a separate section of the proposal. KCHA reserves the right to request additional information, if necessary, in order to complete the evaluation and selection process.

1. **Letter of interest that briefly summarizes the individual's qualifications and availability.**
2. **Resume that reflects the requested experience.**
3. **Evidence of prior written decisions that demonstrate an understanding of the professional services requested and support of the ability to perform the work required.**
4. **Up to Three professional letters of reference.**
5. **The following fully executed forms:**
  - a) **Exhibit B - Fee Schedule**
  - b) **Exhibit E- HUD form #5369- A**
  - c) **Exhibit F - HUD form #5369-B**
  - d) **Exhibit G – HUD form #50071**
  - e) **Exhibit H- HUD form #SF-LLL**

**METHOD OF EVALUATION:**

All responses to this RFP that are received on or before the stated deadline will be evaluated by a review panel according to the criteria listed below.

Criteria	Points Available
1. Prior experience in effectively communicating findings and conclusions as the result of a hearing, both orally and in writing.	35
2. Knowledge of Washington State landlord-tenant law, property management law and/or applicable affordable housing policy.	35
3. Interview	15
4. References	10
5. Fee	5

According to the requirements of the Public Housing Grievance Procedure, the list of qualified individuals selected will also be presented to residents and resident organizations for their review and comment.

**Interviews**

KCHA reserves the right to interview only those respondents that receive the highest scores based on a review of the proposals. KCHA also reserves the right to adjust scores for each of the non-interview criteria after the interviews have been conducted.

**GENERAL CONDITIONS**

1) **Addenda:** In the event there are changes or clarifications to this RFP, KCHA shall issue and addendum. Addenda will only be sent to those individuals who have registered with KCHA as having received an official copy of the RFP from KCHA. It is the responsibility of the respondent to contact KCHA prior to submittal deadline to ensure that all addenda issued by KCHA have been received.

3) **Rights reserved by KCHA:** KCHA reserves the right to waive any irregularities or informalities in the RFP and to reject any and/or all statements of qualifications. KCHA will generally not disclose the number of responses received, the names of the respondents, or the status of negotiations until the Executive Director (or assignee) has approved the award of the contract.

4) **Basic Eligibility:** The successful individual must be licensed to do business in the State of Washington, must have a state Unified Business Identifier (UBI) number and be properly authorized and be licensed (if required by law) to perform the services proposed. In addition, the successful respondent must not be debarred, suspended or otherwise ineligible to contract with KCHA, and must not be included on the General Services Administration's (GSA) "List of Parties Excluded from Federal Procurement and Non-procurement Programs" or HUD's "Limited Denial of Participation" list.

5) **Payment Requirements:** Respondents should be aware that KCHA will only make payments (including payments for reimbursable expenses) on the contract issued under this RFP after the work has been completed and an invoice for assigned work has been received and approved. No advance payments will be made to the awarded individuals, who must have the capacity to meet all expenses in advance of payments by KCHA.

6) **Records Made Public:** All documents submitted to KCHA will become public record, as per RCW 42.56. If you are submitting information which you think is "confidential" or "proprietary", KCHA recommends that you do not submit that information as part of this RFP. KCHA cannot guarantee that information submitted as part of a response to the RFP will be withheld from a public disclosure request.

7) **Fair Housing:** In accordance with Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988, the purpose of this Notice is to remind recipients of Federal funds (in this instance, the Public Housing Authority) of their obligation to comply with pertinent laws and implementing regulations which provide for non-discrimination and accessibility in federally funded housing and non-housing programs for people with disabilities. **To read the full text of the Notice use the following:** Go to <http://www.kcha.org/business/requirements/> click on "Fair Housing Laws".

Public housing agencies (PHAs) and other recipients of Federal funds are responsible for providing this Notice to all **current** and **future** contractors participating in covered programs/activities or performing work covered under the above subject legislation and implementing regulations.

Unless higher limits are required by KCHA, the Respondent awarded a contract under this RFP shall secure, purchase and maintain, at their own expense, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement that is part of the contractual agreement shall also apply to Respondent any sub-Contractor to work under the agreement and shall apply through the Statute of Repose.

**A. Workers' Compensation**

Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Work is to be performed.

**Employers' Liability/Stop Gap Insurance with minimum limits of:**

\$1,000,000 Each Accident  
\$1,000,000 Disease Each Employee  
\$1,000,000 Disease Policy Limit

**B. Commercial General Liability**

Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01 occurrence form or equivalent:

The insurance shall have the following minimum limits of liability of:

\$1,000,000 Each Occurrence  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 General Aggregate  
\$2,000,000 Products / Completed Operations Aggregate

**C. Commercial Automobile Liability**

Commercial Automobile Liability insurance covering all owned, leased and non-owned vehicles used in connection with the work with limits of:

\$1,000,000 Combined Single Limit

**D. Professional Liability**

The Contractor shall have proof of professional liability coverage in the amount of:

\$1,000,000 per claim with a maximum deductible of \$25,000 to be paid by the Contractor.

The Contractor shall maintain Professional Liability for the Statute of Repose, following completion of the work.

**E. Additional Insureds:**

The following insurance policies shall name KCHA its agents, assigns, officers, officials, and employees, as Additional Insured:

- Commercial General Liability
- Commercial Auto Liability

Coverage shall be primary and non-contributory to any insurance maintained by Additional Insured, all of which shall be stated on the Certificate of Insurance provided by the Contractor.

#### **F. Waivers of Subrogation**

All insurance coverages maintained by the Contractor shall include a waiver of any right of subrogation of the insurers thereunder in favor of Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). If any of the Additional Insureds is partially or wholly self-insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

#### **G. Certificates of Insurance**

Upon execution of the agreement, the Contractor shall furnish a certificate of insurance to show that the insurance specified in this contract is in force, stating policy numbers, dates of expiration, limits of liability and coverages there under

#### **H. Claims-Made Policies**

Except for Professional Liability Insurance (if applicable) all liability policies must be an occurrence form, claims-made policies are not acceptable.

#### **I. Special Provisions**

All policies shall be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A- or better in the most recent AM Best's Key Rating Guide.

#### **Indemnification:**

To the fullest extent allowed by law, the Respondent hereby agrees to indemnify, defend, and hold harmless KCHA, and its successors and assigns, directors, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively as "indemnitees"), from and against any and all claims losses, harm costs, liabilities, fines, penalties, judgments, damages and expenses, including, but not limited to, reasonable attorney's fees arising or resulting from the performance of the services, or the acts or omissions of the firm, its successors, and assigns, employees, subcontractors or anyone acting (indirectly and/or directly) on the Respondent's behalf in connection with this Contract or its performance of this Contract. Provided, however, that the Respondent will not be required to indemnify, defend, or hold harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee(s). Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Respondent or the Respondent's agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Respondent's negligence or the negligence of its agents employees.



**EXHIBIT A**  
**Detailed Scope of Work**

1. Hearing Officers will conduct Grievance Hearings requested by a Public Housing tenant or Informal Hearings requested by a Section 8 program participant who feels aggrieved by KCHA's action, or failure to act, involving their lease or any other applicable regulation. Hearings shall be conducted in compliance with KCHA's written policies including the Public Housing Grievance Procedure and the Section 8 Informal Hearing Procedure.

Examples of situations which may result in hearing requests include, but are not limited to: Failure of the tenant to abide by the terms and conditions of the lease or the program rules; proposed eviction of a tenant, denial of a reasonable accommodation request, or proposed termination of assistance for a Section 8 participant for violating the terms of the Section 8 Voucher Program.

The Grievance Procedure is not applicable to address disputes between tenants or class grievances against the Housing Authority or to initiate, negotiate or review policies established by the Housing Authority or required under state, federal, or local laws. Hearing.

2. Although KCHA will provide Hearing Officers with an orientation and training on the hearing process, dwelling lease requirements and other related policies, Hearing Officers are responsible for familiarizing themselves with and understanding program rules and regulations.

3. Hearing Officers will be called in a rotating order from a roster of qualified hearing Officers and will not generally be called upon more than once a month.

4. Hearing Officers must be available, on advance notice of approximately one week.

5. Hearing Officers are responsible for conducting a no later than fifteen (15) days after the date of the tenant request for a hearing.

6. Hearings are conducted during KCHA's normal business hours Monday through Friday. Most hearings are held at KCHA's administrative office in Tukwila or at regional management offices in White Center, Bellevue, Shoreline or Auburn or via web conferencing. Hearings may also be held at other locations convenient to the complainant. KCHA reserves the right to determine the appropriate venue.

7. Individuals selected must be familiar and comfortable with conducting hearings that may include the tenant's or Housing Authority's legal counsel, a police officer and an interpreter. Hearings average between one and two hours.

8. Hearing Officers shall provide Complainants with fair hearings that provide the basic safeguard of due process, including:

(a) The opportunity to examine before and during the hearing; and, at the expense of the Complainant, to copy all documents, records and regulations of the Housing Authority directly relevant to the Grievance Hearing. Any document not identified and made available to the Complainant upon reasonable request may not be used by KCHA at the hearing.

- (b) The right to be represented by Counsel or any other person designated by the Complainant as Complainant's representative, and to have such person make statements on the Complainant's behalf.
- (c) The right to a private hearing unless the Complainant requests a public hearing.
- (d) The right to present evidence and argue in support of the Complainant, to contest evidence relied on by KCHA, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority relies, and
- (e) A written decision based solely and exclusively upon the facts presented at the hearing including a statement of the reason for the determination.

9. The Hearing Officer's written decision, including findings of fact and conclusions upon which the decision is made, shall be made within a reasonable period of time, but not exceeding ten (10) business days. A copy of the decision shall be sent to the Complainant and to the Housing Authority.

**Exhibit B**  
**FEE SCHEDULE**

Firms should keep in mind that KCHA reserves the right to negotiate the proposed rates. For this submission, firms should include a two-year projection of rates, with the understanding that rates after the second year will be negotiated.

Be as complete and specific as possible. Fill in each category; blanks will be assumed to equal \$0.00. Where \$0.00, state so; if included in standard hourly rate, state so.

**HOURLY RATES:**

Professional Fee:           \$ \_\_\_\_\_

Administrative Support Fee:       \$ \_\_\_\_\_

**REIMBURSABLE EXPENSES:**

Photocopying: \$ \_\_\_\_\_ / copy

Telephone:                 \$ \_\_\_\_\_

Faxes:                     \$ \_\_\_\_\_ / page

Postage:                   \$ \_\_\_\_\_

Overnight Delivery:       \$ \_\_\_\_\_

Travel:                    \$ \_\_\_\_\_

**How will you bill for travel time to/from KCHA's office (select one)?**

\_\_\_\_\_ No Charge

\$ \_\_\_\_\_ Flat Fee

\$ \_\_\_\_\_ Hourly Billing Rate

\$ \_\_\_\_\_ / mile for Mileage

## EXHIBIT C

### KCHA Section 8 Administrative Plan Section 13 – Informal Review and Hearing Procedures

#### INFORMAL REVIEW AND HEARING PROCEDURES

##### A. Informal Review Procedures for Applicants

1. The HA will give prompt written notice to an applicant of a decision denying assistance, including a decision denying:
  - a. Listing on the HA waiting list;
  - b. Issuance of a Housing Voucher; or
  - c. Participation on the program.

The notice will contain a brief written statement of the reasons for the denial and will give an applicant an opportunity to request an informal review of the HA decision to deny assistance by contacting the Section 8 office within ten (10) days of the date of the written notice.

2. The HA procedures for conducting the review are as follows:
  - a. The review will be conducted by a person designated by the HA other than a person who made or approved the decision under review or a subordinate of such person.
  - b. The person conducting the review will have sole responsibility for regulating the conduct of the review.
  - c. The applicant will be given the opportunity to present written or oral objections to the HA decision.
  - d. If the family fails to appear at the time scheduled for the review, or attempts to reschedule the review with less than 24 hours' notice, the hearing officer may determine that the family has waived the right to a review or may postpone the review for a period not to exceed five (5) days. In making the determination, the hearing officer must consider documented emergencies (i.e., medical reasons, car accident, etc.) that would limit the client's ability to reschedule in a timely manner.
  - e. Both the family and the HA may have a maximum of three (3) other persons in attendance at the informal review. Because of the serious nature of the review process, children will not be allowed in the review room unless they are serving as a witness. Families are responsible for arranging for necessary childcare.
  - f. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. All reviews shall be conducted informally and both oral and documentary evidence pertinent to the facts and issues raised may be received. The challenges to the admissibility of evidence shall be determined solely by the hearing officer.
  - g. The HA will notify the applicant in writing of its final decision after the informal review, including a brief statement of the reasons for the final decision within 10 business days following the informal review.

3. The HA is not required to provide an opportunity for an informal review in the following situations:
  - a. To review discretionary administrative determinations by the HA or to consider general policy issues or class grievances;
  - b. To review the HA's determination of the family unit size under the HA subsidy standards;
  - c. To review the HA's determination not to approve a request for an extension or suspension of a voucher term;
  - d. To review the HA's determination not to grant approval to lease a unit under the program or to approve a proposed lease;
  - e. To review the HA's determination that a unit selected by the applicant is not in compliance with Housing Quality Standards (HQS); or
  - f. To review the HA's determination that the unit is not in accordance with HQS because of the family size or composition.
4. Families denied assistance as a result of their immigration status: will be informed of their right to request an appeal of the results of the INS verification to the INS or request an Informal Review with the Housing Authority (in lieu/upon completion of the INS appeal). The notice will also inform the applicant:
  - a. Of the reason for the denial;
  - b. That they may be eligible for proration of assistance based on the number of family members with "eligible immigration status".
  - c. Of the time limits and procedures that must be followed when requesting an appeal to the INS and/or Housing Authority.
  - d. That assistance may not be delayed, denied or reduced until the conclusion of the INS appeal process, but, that assistance may be delayed while awaiting the outcome of the Housing Authority's Informal Review process.

#### A. Informal Hearing Procedures for a Participant

1. The HA will provide a participant in its Section 8 Housing Program an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with the law, HUD regulations and/or policies, in the following cases:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule;
  - c. A determination of the family unit size under the HA subsidy standards;
  - d. A determination that a program participant family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards;
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act;

- f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules;
  - g. A determination to terminate assistance because the participant family fails to provide evidence of citizenship and eligible immigration status, or provides the evidence, but the INS fails to certify the family is eligible for housing assistance.
2. In those cases described in numbers 1.d, e,f and g above, the HA will issue a prompt written notice to the family stating the reason for the decision, that the family has the right to request an informal hearing on the decision if they do not agree by personally presenting such request (either orally or in writing) to the Section 8 office within ten (10) days of the date of the notice to the family. In addition, any family being terminated for reason 1.g. must be notified of their right to request an appeal of the results of the INS verification to the INS instead of, or in addition to, an Informal hearing with the Housing Authority. The Notice must also inform the tenant of:
- a. The reason for the proposed termination of assistance;
  - b. That they may be eligible for prorated assistance, continued assistance, or a temporary deferral of termination and the procedures for obtaining each;
  - c. The time limits and procedures to follow in order to pursue an INS and/or Housing Authority appeal and that, if the family chooses to pursue the appeals process the tenant's occupancy cannot be terminated until all appeals are processed.

In those cases described in numbers 1.a, b, and c above, the HA will notify the family that they may ask for an explanation of the basis of the HA determination. If the family does not agree with the determination, the family will be notified they may request an informal hearing on the decision by personally requesting (either orally or in writing) an informal hearing on the determination from the Section 8 office. The request must be made within ten (10) days of the date the family received an explanation of the basis for the HA determination.

3. The HA is not required to provide a participant family an opportunity for an informal hearing in the following cases:
- a. To review discretionary administrative determinations by the HA or to consider general policy issues or class grievances;
  - b. To review establishment of the HA schedule of utility allowances for families under the program;
  - c. To review the HA's determination not to approve a request for an extension or suspension of a voucher term;
  - d. To review the HA's determination not to approve a unit or lease;
  - e. To review the HA's determination that a unit selected by the applicant is not in compliance with Housing Quality Standards (HQS);
  - f. To review the HA's determination that the unit is not in accordance with HQS because of the family size or composition; or

- g. To review a determination by the HA to exercise or not to exercise any right or remedy against the owner under the HAP contract.
4. The informal hearing will be scheduled by the Hearing Officer no sooner than seven (7) days, but not later than fifteen (15) days after the receipt by the Section 8 office of the request for the informal hearing. If the HA is terminating the housing assistance payments under an outstanding contract, the informal hearing will be held before effective date of the proposed termination of assistance for the family.
5. The procedures for conducting the informal hearing are as follows:
- a. The Hearing Officer will be selected from a list of qualified individuals established by the Housing Authority in response to an advertised request for services. The Housing Authority's list of Hearing Officers will be presented to the Resident Advisory Board for their review and comment. Individuals selected for this list of Hearing Officers need not be legal professionals, but must be able to show sufficient experience and training in the areas of Housing Authority regulations and Landlord Tenant law as well as proven experience in effectively communicating findings and conclusions both orally and in writing
  - b. Prior to the HA informal hearing, the family will be given the opportunity to examine any HA documents at the HA office (including records and regulations) that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. Any document not made available to family prior to the hearing cannot be relied upon at the hearing.
  - c. The HA must be given the opportunity to examine at the HA office prior to the informal hearing, any family documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA's expense. Any document not made available to the HA prior to the hearing cannot be relied upon at the hearing.
  - d. The family may be represented by a lawyer or other representative at its own expense.
  - e. If the family fails to appear at the time scheduled for the hearing, or attempts to reschedule the hearing with less than 24 hours' notice, the hearing officer may determine that the family has waived the right to a hearing or may postpone the hearing for a period not to exceed five (5) days. In making the determination, the hearing officer must consider documented emergencies (i.e., medical reasons, car accident, etc.) that would limit the client's ability to reschedule in a timely manner.
  - f. The person conducting the hearing will have sole responsibility for regulating the conduct of the review. Failure to comply with the directions of the hearing office may result in exclusion from the proceedings, in a decision adverse to the interests of the disorderly party, or in such other relief as the hearing officer shall reasonably determine.
  - g. Both the family and the HA may have a maximum of three (3) other persons in attendance at the informal hearing. Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless they

are serving as a witness. Families are responsible for arranging for necessary childcare.

- h. Both the HA and the family will be given the opportunity to present evidence, and may question any witness.
  - i. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. All hearings shall be conducted informally and both oral and documentary evidence pertinent to the facts and issues raised may be received. The challenges to the admissibility of evidence shall be determined solely by the hearing officer.
6. The hearing officer will notify the family in writing of the HA final decision within ten (10) business days following the informal hearing, including a brief statement of the reasons for the final decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of evidence presented at the hearing.
7. The hearing officer's decision shall be binding on the HA unless:
- a. The decision concerns a matter for which the HA is not required to provide an opportunity for an informal hearing, or otherwise exceeds the authority of the hearing officer under the HA hearing procedures;
  - b. The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
8. If the HA is not bound by a hearing decision, the HA will promptly notify the family of the determination and the reasons for the determination.

#### B. Informal Hearing Procedures for a Landlord

1. The Housing Authority will provide an owner in its Section 8 Program an opportunity for an informal review to consider whether decisions relating to the individual circumstances of the owner are in accordance with the law, HUD Regulations, the HA MTW agreement, and/or other policies in the following cases:
  - a. To review the HA's determination that a unit is not in compliance with HQS;
  - b. To dispute a rent reasonableness determination made by the HA; or
  - c. To dispute a denial of participation on the Section 8 program.
2. Owners wishing to dispute one of the above reasons must request a review of the determination in writing, making reference to the specific problem they wish reviewed. A time will be scheduled with a Section 8 supervisor who was not a party to the original decision within ten (10) days of the request. The review, depending on the request can be performed either by telephone or in a meeting at the Section 8 office with all parties present.



3. Utilizing either method, the owner shall have the right to submit any documentation they believe should be considered in making a decision. After all items have been discussed, the owner will receive a written response from the HA within ten (10) business days of the review detailing the final determination and the reasoning behind the decision.
4. If the owner is not satisfied with the decision, they may request, in writing, that the Section 8 Program Coordinator review the information. No formal meeting will be held. The response of the Section 8 Program Coordinator is final and will be issued within (10) business days of the request.

**EXHIBIT D**  
**KCHA Public Housing Admissions and Continued Occupancy Policy Exhibit I –**  
**Grievance Procedure**

## **EXHIBIT I - GRIEVANCE PROCEDURE**

### **I. PURPOSE**

This document sets forth the requirements, standards, and procedures for the handling and review of Tenant Grievances presented to the Housing Authority of the County of King, Washington (“Housing Authority” or “KCHA”). The Grievance Procedure is established to ensure a Tenant has the opportunity for reasonable review, and if requested, a hearing with respect to an individual Tenant dispute regarding a KCHA action (or failure to act) involving the Tenant’s lease or regulations which adversely affect the individual Tenant’s rights, duties, welfare or status. The Grievance Procedure has been adopted by the Board of Commissioners of the Housing Authority and is incorporated by reference in all dwelling leases between the Housing Authority and its Tenants.

Copies of the Grievance Procedure shall be provided to each Tenant and all resident organizations. In addition, KCHA shall provide at least 30 days’ notice to Tenants and Resident Organizations of any changes to the Housing Authority’s Grievance Procedure and provide opportunity to submit written comments regarding the proposed changes. Comments submitted shall be considered by the Housing Authority before adoption of any Grievance Procedure change.

### **II. Definitions**

For the purpose of handling and reviewing all individual Tenant complaints, the following definitions apply:

- A. “Area Office” means the management office for the property in which the Complainant resides.
- B. “Complainant” means any Tenant presenting a complaint or dispute to the Housing Authority, or at one of the Area Offices, to be handled or reviewed in accordance with the procedures set forth below. The Complainant may also be referred to as “Tenant”.
- C. “Grievance” means any complaint or dispute which an individual Tenant (residing in a Housing Authority-owned dwelling unit assisted under the U.S. Housing Act of 1937) may have with respect to a Housing Authority action or failure to act which affects that Tenant’s lease or with respect to Housing Authority regulations which a Tenant believes adversely affect their rights, duties, welfare, or status. Examples include, but are not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance, repair, or excess consumption of utilities.

- D. "Hearing Officer" means an impartial person (or persons) selected by the Housing Authority appointed in accordance with Section V below to hear a Grievance and render a decision.
- E. "Regional Manager" means a representative of the Housing Authority assigned to oversee the operations and management of one of KCHA's property management regions.
- F. "Resident Organization" includes a resident management corporation, Resident Advisory Committee, and/or KCHA-recognized resident council.
- G. "Tenant" means an adult person (other than live-in attendants):
  - 1. Who resides in the unit, and who executed the lease with the Housing Authority, or, if no such person now resides in the unit,
  - 2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

### **III. APPLICABILITY**

This procedure applies to all Grievances, except as stated below:

- A. The Grievance Procedure does not apply to disputes between Tenants or to class grievances against the Housing Authority.
- B. The Grievance Procedure is not to be used as a forum for initiating, negotiating, or reviewing policies established by the Housing Authority Board of Commissioners.

The Grievance Procedure will not affect any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings.

### **IV. STEPS OF THE GRIEVANCE PROCEDURE**

#### **A. STEP 1: Present the Grievance**

All Grievances must be personally presented, either orally or in writing, to the Area office within 10 business days of the date of the receipt of the notice of the Housing Authority's proposed adverse action (or the date of the Housing Authority's alleged failure to act), with the exception of the Housing Authority's proposed actions that relate to termination of a tenancy. In the cases where the Housing Authority's proposed actions relate to the termination of a tenancy, the Tenant's Grievance must be presented, either orally or in writing, to the appropriate Area Office within the time set forth in the termination of tenancy notice the Housing Authority served on Tenant. Failure to present a Grievance within the above time limits will result in the Complainant forfeiting any further rights to have their grievance heard; if, however, the Complainant establishes to the Regional Manager's satisfaction that the failure to comply with this requirement was for good cause, the Regional Manager may choose to proceed with an

informal meeting as set forth in Step 2, below. "Good cause" is defined as an unavoidable conflict that prevented the Complainant from presenting their grievance within the time limit provided. KCHA may request documentation of the good cause.

**B. STEP 2: Informal Settlement of the Grievance:**

The Regional Manager will meet with The Complainant so that the Grievance may be discussed informally and settled without a hearing. During the informal meeting, The Complainant and the Regional Manager may each have a maximum of three other people in attendance at the meeting. After the meeting, the Regional Manager will write a detailed summary of the meeting which includes: (1) the date of the meeting; (2) the pertinent facts discussed; (3) the names of the participants; (4) the proposed disposition of the Grievance and reasons therefor; and (5) an attached copy of the Grievance Procedure that specifies the procedures by which a hearing may be obtained if the Complainant is not satisfied with the Regional Manager's proposed disposition.

This summary shall be sent to the Tenant within five business days after the meeting. A copy will also be retained in the Tenant file.

**C. STEP 3: Grievance Hearing**

Once the Complainant receives the Regional Manager's summary of the meeting, if not satisfied with the proposed disposition the Complainant may request a hearing.

1. **Request for a Hearing.** The Complainant must submit a written request for a hearing to the Area Office within five business days of the receipt of the Regional Manager's summary of the informal meeting prepared pursuant to Subsection B above. Receipt is defined as the date of actual delivery to a member of the tenant household, or, when the documents are sent by mail, five days from the date of proper mailing. The written request must specify: (1) the Grievance; (2) the reasons for the Grievance; and (3) the action or relief sought.

The Tenant's request for a grievance hearing will be dated immediately upon receipt at the appropriate Area Office and placed in the Tenant's file (together with the summary of the informal meeting).

2. **Failure to Request a Hearing.** If the Complainant does not request a hearing in the manner described above, the Housing Authority's disposition of the Grievance under Section IV.B above, will become final. However, failure to request a hearing does not constitute a waiver by the Complainant of the right to contest the disposition of the Grievance in an appropriate judicial proceeding.
3. **Scheduling of Grievance Hearings.** The Hearing Officer will schedule the Grievance Hearing within a reasonable time, but no later than 15 business days, following the Tenant's properly submitted request as detailed in Section IV.C(1) above. Extension of this time limit must be agreed to in writing by both parties. The place of the

hearing will be reasonably convenient both to the Complainant and to the Housing Authority. The Tenant and the Housing Authority shall be given written notice of the time, place, and procedures governing the hearing.

## **V. SELECTION OF HEARING OFFICER**

- A. For grievances involving a charge under \$100, the Hearing Officer will be an impartial employee of the Housing Authority who was not involved in the original decision.
- B. For all other grievances, The Hearing Officer will be an impartial person who is not an officer, employee, agent, or tenant of the Housing Authority. In these cases, the following applies:
  - 1. The Hearing Officer will be selected from a list of qualified individuals established by the Housing Authority in response to an advertised request for services. The Housing Authority's list of Hearing Officers will be presented to the Resident Advisory Board for their review and comment. Individuals selected for this list of Hearing Officers need not be legal professionals, but must be able to show sufficient experience and training in the areas of Housing Authority regulations and Landlord Tenant law as well as proven experience in effectively communicating findings and conclusions both orally and in writing.
  - 2. The Housing Authority reserves the right to pay Hearing Officers a stipend for their services and to provide training on such areas as the grievance procedure, dwelling lease requirements, and other related policies.

## **VI. ACCOMMODATION OF PERSON WITH DISABILITIES**

- A. At any time during the Grievance process, a Complainant may request reasonable accommodation of a handicap or disability of a household member, including reasonable accommodation so that the Complainant can meet lease requirements or other requirements of tenancy.
- B. The Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the Grievance process. Reasonable accommodation may include but is not limited to qualified sign language interpretation, readers, and accessible locations.
- C. If the Complainant is visually impaired, any notice to the Complainant that is required as part of the Grievance procedure will be in an accessible format.

## **VII. PROCEDURES GOVERNING THE GRIEVANCE HEARING**

- A. The Complainant will be afforded a fair hearing providing the basic safeguards of due process which includes:

1. The opportunity to examine before and during the hearing all documents, records, and regulations of the Housing Authority directly relevant to the grievance hearing. The Complainant shall be allowed to copy any such document at their own expense. Any document not made available for examination upon request by the Complainant may not be used by the Housing Authority at the hearing;
  2. The right to be represented by counsel or any other person designated by Complainant as Complainant's representative, and to have such person make statements on the Complainant's behalf;
  3. The right to a private hearing unless the Complainant requests a public hearing;
  4. The right to present evidence and arguments in support of the Tenant's complaint, to contest evidence or information relied on by the Housing Authority, and to confront or cross-examine all witnesses upon whose testimony or information the Housing Authority relies; and
  5. A decision based solely and exclusively upon the facts presented at the hearing.
- B. The Hearing Officer may render a decision without proceeding with the hearing if it is determined that the issue raised by the Grievance has been the subject of a decision in a previous proceeding that provided the Complainant procedural safeguards at least equal to those required herein.
- C. If either the Complainant or the Housing Authority fails to appear at a scheduled hearing, the Hearing Officer may continue the hearing for a period of no more than five business days for documented good cause (as defined in Section IV.A above) or may determine that the non-appearing party has waived the right to a hearing. Both the Complainant and the Housing Authority shall be notified of the decision of the Hearing Officer. A determination that the Complainant has waived the right to a hearing does not constitute a waiver of any right the Complainant may have to contest the Housing Authority's disposition of the Grievance in an appropriate judicial proceeding.
- D. At the hearing, the Complainant will first explain why they think that the Housing Authority action was incorrect and why they are entitled to the relief sought. Afterwards, the Housing Authority shall present its reason for taking or failing to take the action that is in dispute. Either party will have the opportunity to rebut the information presented during the hearing, including the right to confront and cross-examine witnesses.
- E. All hearings shall be conducted informally by the Hearing Officer. Oral and documentary evidence pertinent to the facts and issues raised by the Grievance may be received regardless of whether such evidence would be admissible in a judicial proceeding. Irrelevant and unduly repetitive evidence will be excluded. Challenges to the admissibility of evidence shall be determined solely by the Hearing Officer in their reasonable discretion. The Hearing Officer shall require everyone in attendance to conduct themselves in an orderly fashion.

Failure to comply with the directions of the Hearing Officer may result in exclusion from the proceedings, in a decision adverse to the interests of the disorderly party, or in such other relief as the Hearing Officer reasonably determines.

- F. The Complainant or Housing Authority may arrange in advance—and at the expense of the party making the arrangement—for the reporting or recording of all or any part of the proceedings at a hearing. A copy of such reporting or recording will be made available to either party upon request at their own expense.

The Housing Authority will comply with HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" issued on January 22, 2007

## **VIII. DECISION OF THE HEARING OFFICER**

- A. The Hearing Officer shall prepare a written decision, stating the findings of fact and conclusions upon which the result is based, within 10 business days of the hearing. Copies of the decision will be sent to the Complainant and to the Housing Authority. The Housing Authority shall retain a copy of the decision in the Tenant's folder. A log of all hearing officer decisions will be maintained by the Housing Authority and made available upon request of the hearing officer, a prospective Complainant, or a prospective Complainant's representative(s).
- B. The decision of the Hearing Officer shall be binding on the Housing Authority which shall take (or refrain from) any actions, necessary to carry out the decision unless the Housing Authority's Board of Commissioners determines within a reasonable time, not to exceed 30 days, and promptly notifies the Complainant in writing of its determination, that:
  - 1. The Grievance does not concern the Housing Authority's action or failure to act in accordance with or involving the Complainant's lease or Housing Authority regulations which adversely affects the Complainant's rights, duties, welfare, or status; or
  - 2. The decision of the Hearing Officer is contrary to applicable Federal, state, or local law; the United States Housing Act of 1937, as amended; Department of Housing and Urban Development (HUD) regulations or requirements; the Housing Authority's regulations and policies; or requirements of the Annual Contributions Contract between HUD and the Housing Authority in effect on the date of the hearing.
- C. A decision by a Hearing Officer or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or in part, will not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may later be brought in the matter.

## **IX. IMPACT UPON PROPOSED ADVERSE ACTIONS/EVICTION ACTIONS**

- A. In the case of proposed adverse actions other than a proposed lease termination, the Housing Authority shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
  
- B. If the Grievance involves a Housing Authority notice of termination of tenancy (including any concurrently served notice to vacate required under state or local law), the tenancy shall not terminate until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.



**EXHIBIT E**  
**SWHA Public Housing Admissions and Continued Occupancy Policy Exhibit I –**  
**Grievance Procedure**

**EXHIBIT I. GRIEVANCE PROCEDURE**

**X. Purpose**

This document sets forth the requirements, standards, and procedures for the handling and review of Tenant Grievances presented to the Housing Authority of the City of Sedro-Woolley Washington (“Housing Authority” or “SWHA”). The Grievance Procedure is established to ensure a Tenant has the opportunity for reasonable review, and if requested, a hearing with respect to an individual Tenant dispute regarding a SWHA action (or failure to act) involving the Tenant’s lease or regulations which adversely affect the individual Tenant’s rights, duties, welfare or status. The Grievance Procedure has been adopted by the Board of Commissioners of the Housing Authority and is incorporated by reference in all dwelling leases between the Housing Authority and its Tenants.

Copies of the Grievance Procedure shall be provided to each Tenant and all resident organizations. In addition, SWHA shall provide at least 30 days’ notice to Tenants and Resident Organizations of any changes to the Housing Authority’s Grievance Procedure and provide opportunity to submit written comments regarding the proposed changes. Comments submitted shall be considered by the Housing Authority before adoption of any Grievance Procedure change.

**XI. Definitions**

For the purpose of handling and reviewing all individual Tenant complaints, the following definitions apply:

- H. “Area Office” means the management office for the property in which the Complainant resides.
- I. “Complainant” means any Tenant presenting a complaint or dispute to the Housing Authority, or at one of the Area Offices, to be handled or reviewed in accordance with the procedures set forth below. The Complainant may also be referred to as “Tenant”.
- J. “Grievance” means any complaint or dispute which an individual Tenant (residing in a Housing Authority-owned dwelling unit assisted under the U.S. Housing Act of 1937) may have with respect to a Housing Authority action or failure to act which affects that Tenant’s lease or with respect to Housing Authority regulations which a Tenant believes adversely affect their rights, duties, welfare, or status. Examples include, but are not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance, repair, or excess consumption of utilities.
- K. “Hearing Officer” means an impartial person (or persons) selected by the Housing Authority appointed in accordance with Section V below to hear a Grievance and render a decision.

- L. "Regional Manager" means a representative of the Housing Authority assigned to oversee the operations and management of one of SWHA's property management regions.
- M. "Resident Organization" includes a resident management corporation, Resident Advisory Committee, and/or SWHA-recognized resident council.
- N. "Tenant" means an adult person (other than live-in attendants):
  - 3. Who resides in the unit, and who executed the lease with the Housing Authority, or, if no such person now resides in the unit,
  - 4. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

## **XII. Applicability**

This procedure applies to all Grievances, except as stated below:

- C. The Grievance Procedure does not apply to disputes between Tenants or to class grievances against the Housing Authority.
- D. The Grievance Procedure is not to be used as a forum for initiating, negotiating, or reviewing policies established by the Housing Authority Board of Commissioners.

The Grievance Procedure will not affect any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings.

## **XIII. Steps of the Grievance Procedure**

### **A. STEP 1: Present the Grievance**

All Grievances must be personally presented, either orally or in writing, to the Area office within 10 business days of the date of the receipt of the notice of the Housing Authority's proposed adverse action (or the date of the Housing Authority's alleged failure to act), with the exception of the Housing Authority's proposed actions that relate to termination of a tenancy. In the cases where the Housing Authority's proposed actions relate to the termination of a tenancy, the Tenant's Grievance must be presented, either orally or in writing, to the appropriate Area Office within the time set forth in the termination of tenancy notice the Housing Authority served on Tenant.

Failure to present a Grievance within the above time limits will result in the Complainant forfeiting any further rights to have their grievance heard; if, however, the Complainant establishes to the Regional Manager's satisfaction that the failure to comply with this requirement was for good cause, the Regional Manager may choose to proceed with an

informal meeting as set forth in Step 2, below. "Good cause" is defined as an unavoidable conflict that prevented the Complainant from presenting their grievance within the time limit provided. SWHA may request documentation of the good cause.

#### **B. STEP 2: Informal Settlement of the Grievance:**

The Regional Manager will meet with The Complainant so that the Grievance may be discussed informally and settled without a hearing. During the informal meeting, The Complainant and the Regional Manager may each have a maximum of three other people in attendance at the meeting. After the meeting, the Regional Manager will write a detailed summary of the meeting which includes: (1) the date of the meeting; (2) the pertinent facts discussed; (3) the names of the participants; (4) the proposed disposition of the Grievance and reasons therefor; and (5) an attached copy of the Grievance Procedure that specifies the procedures by which a hearing may be obtained if the Complainant is not satisfied with the Regional Manager's proposed disposition.

This summary shall be sent to the Tenant within five business days after the meeting. A copy will also be retained in the Tenant file.

#### **C. STEP 3: Grievance Hearing**

Once the Complainant receives the Regional Manager's summary of the meeting, if not satisfied with the proposed disposition the Complainant may request a hearing.

- 4. Request for a Hearing.** The Complainant must submit a written request for a hearing to the Area Office within five business days of the receipt of the Regional Manager's summary of the informal meeting prepared pursuant to Subsection B above. Receipt is defined as the date of actual delivery to a member of the tenant household, or, when the documents are sent by mail, five days from the date of proper mailing. The written request must specify: (1) the Grievance; (2) the reasons for the Grievance; and (3) the action or relief sought.

The Tenant's request for a grievance hearing will be dated immediately upon receipt at the appropriate Area Office and placed in the Tenant's file (together with the summary of the informal meeting).

- 5. Failure to Request a Hearing.** If the Complainant does not request a hearing in the manner described above, the Housing Authority's disposition of the Grievance under Section IV.B above, will become final. However, failure to request a hearing does not

constitute a waiver by the Complainant of the right to contest the disposition of the Grievance in an appropriate judicial proceeding.

6. **Scheduling of Grievance Hearings.** The Hearing Officer will schedule the Grievance Hearing within a reasonable time, but no later than 15 business days, following the Tenant's properly submitted request as detailed in Section IV.C(1) above. Extension of this time limit must be agreed to in writing by both parties. The place of the hearing will be reasonably convenient both to the Complainant and to the Housing Authority. The Tenant and the Housing Authority shall be given written notice of the time, place, and procedures governing the hearing.

#### **XIV. Selection of Hearing Officer**

- C. For grievances involving a charge under \$100, the Hearing Officer will be an impartial employee of the Housing Authority who was not involved in the original decision.
- D. For all other grievances, The Hearing Officer will be an impartial person who is not an officer, employee, agent, or tenant of the Housing Authority. In these cases, the following applies:
  3. The Hearing Officer will be selected from a list of qualified individuals established by the Housing Authority in response to an advertised request for services. The Housing Authority's list of Hearing Officers will be presented to residents and all SWHA recognized resident organizations for their review and comment. Individuals selected for this list of Hearing Officers need not be legal professionals, but must be able to show sufficient experience and training in the areas of Housing Authority regulations and Landlord Tenant law as well as proven experience in effectively communicating findings and conclusions both orally and in writing.
  4. The Housing Authority reserves the right to pay Hearing Officers a stipend for their services and to provide training on such areas as the grievance procedure, dwelling lease requirements, and other related policies.

#### **XV. Accommodation of Person with Disabilities**

- A. At any time during the Grievance process, a Complainant may request reasonable accommodation of a handicap or disability of a household member, including reasonable accommodation so that the Complainant can meet lease requirements or other requirements of tenancy.
- B. The Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the Grievance process. Reasonable accommodation may include but is not limited to qualified sign language interpretation, readers, and accessible locations.

- C. If the Complainant is visually impaired, any notice to the Complainant that is required as part of the Grievance procedure will be in an accessible format.

**XVI. Procedures Governing the Grievance Hearing**

- G. The Complainant will be afforded a fair hearing providing the basic safeguards of due process which includes:
  - 6. The opportunity to examine before and during the hearing all documents, records, and regulations of the Housing Authority directly relevant to the grievance hearing. The Complainant shall be allowed to copy any such document at their own expense. Any document not made available for examination upon request by the Complainant may not be used by the Housing Authority at the hearing;
  - 7. The right to be represented by counsel or any other person designated by Complainant as Complainant's representative, and to have such person make statements on the Complainant's behalf;
  - 8. The right to a private hearing unless the Complainant requests a public hearing;
  - 9. The right to present evidence and arguments in support of the Tenant's complaint, to contest evidence or information relied on by the Housing Authority, and to confront or cross-examine all witnesses upon whose testimony or information the Housing Authority relies; and
  - 10. A decision based solely and exclusively upon the facts presented at the hearing.
- H. The Hearing Officer may render a decision without proceeding with the hearing if it is determined that the issue raised by the Grievance has been the subject of a decision in a previous proceeding that provided the Complainant procedural safeguards at least equal to those required herein.
- I. If either the Complainant or the Housing Authority fails to appear at a scheduled hearing, the Hearing Officer may continue the hearing for a period of no more than five business days for documented good cause (as defined in Section IV.A above) or may determine that the non-appearing party has waived the right to a hearing. Both the Complainant and the Housing Authority shall be notified of the decision of the Hearing Officer. A determination that the Complainant has waived the right to a hearing does not constitute a waiver of any right the Complainant may have to contest the Housing Authority's disposition of the Grievance in an appropriate judicial proceeding.
- J. At the hearing, the Complainant will first explain why they think that the Housing Authority action was incorrect and why they are entitled to the relief sought. Afterwards, the Housing Authority shall present its reason for taking or failing to take the action that is in dispute. Either party will have the opportunity to rebut the information presented during the hearing, including the right to confront and cross-examine witnesses.

- K. All hearings shall be conducted informally by the Hearing Officer. Oral and documentary evidence pertinent to the facts and issues raised by the Grievance may be received regardless of whether such evidence would be admissible in a judicial proceeding. Irrelevant and unduly repetitive evidence will be excluded. Challenges to the admissibility of evidence shall be determined solely by the Hearing Officer in their reasonable discretion. The Hearing Officer shall require everyone in attendance to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer may result in exclusion from the proceedings, in a decision adverse to the interests of the disorderly party, or in such other relief as the Hearing Officer reasonably determines.
- L. The Complainant or Housing Authority may arrange in advance—and at the expense of the party making the arrangement—for the reporting or recording of all or any part of the proceedings at a hearing. A copy of such reporting or recording will be made available to either party upon request at their own expense.

The Housing Authority will comply with HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" issued on January 22, 2007

#### **XVII. Decision of the Hearing Officer**

- C. The Hearing Officer shall prepare a written decision, stating the findings of fact and conclusions upon which the result is based, within 10 business days of the hearing. Copies of the decision will be sent to the Complainant and to the Housing Authority. The Housing Authority shall retain a copy of the decision in the Tenant's folder. A log of all hearing officer decisions will be maintained by the Housing Authority and made available upon request of the hearing officer, a prospective Complainant, or a prospective Complainant's representative(s).
- D. The decision of the Hearing Officer shall be binding on the Housing Authority which shall take (or refrain from) any actions, necessary to carry out the decision unless the Housing Authority's Board of Commissioners determines within a reasonable time, not to exceed 30 days, and promptly notifies the Complainant in writing of its determination, that:
  - 3. The Grievance does not concern the Housing Authority's action or failure to act in accordance with or involving the Complainant's lease or Housing Authority regulations which adversely affects the Complainant's rights, duties, welfare, or status; or
  - 4. The decision of the Hearing Officer is contrary to applicable Federal, state, or local law; the United States Housing Act of 1937, as amended; Department of Housing and Urban Development (HUD) regulations or requirements; the Housing Authority's regulations and policies; or requirements of the Annual Contributions Contract between HUD and the Housing Authority in effect on the date of the hearing.

- D. A decision by a Hearing Officer or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or in part, will not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may later be brought in the matter.

**XVIII. Impact upon Proposed Adverse Actions/Eviction Actions**

- A. In the case of proposed adverse actions other than a proposed lease termination, the Housing Authority shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- B. If the Grievance involves a Housing Authority notice of termination of tenancy (including any concurrently served notice to vacate required under state or local law), the tenancy shall not terminate until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

***(Please download the following and return with your complete submission)***

**EXHIBIT F  
5369 A**

[5369-a \(hud.gov\)](#)

**EXHIBIT G**

**HUD Form #5369-B INSTRUCTIONS TO OFFERORS—NON CONSTRUCTION**

[5369-B.PDF \(hud.gov\)](#)

**Exhibit H**

**HUD Form #50071**

**Certification of Payments to Influence Federal Transactions**

[50071.pdf \(hud.gov\)](#)

**Exhibit I**

**HUD Form SF-LLL**

[https://www.hud.gov/sites/dfiles/CPD/documents/SFLLL\\_2\\_0-V2.0.pdf](https://www.hud.gov/sites/dfiles/CPD/documents/SFLLL_2_0-V2.0.pdf)