



REQUEST FOR PROPOSALS

for

Grievance Hearing Officer Services Roster

(Solicitation # 3758)

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- Proposal Cover Page
- Section 3 Business Certification
- Section 3 Resident Employment Plan
- SHA Policy L12.9-1 – Grievance Procedure

RFP Issued on:	Proposals Due:
Wednesday, September 12, 2007	OPEN ROSTER – Apply at Any Time

Seattle Housing Authority

Request for Proposals (Solicitation No. 3758)

Grievance Hearing Officer Services Roster

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is seeking proposals from qualified professional firms and/or individuals interested in serving as hearing officers who will preside at Grievance Hearings as set forth in SHA Policy L12.9-1 (attached).

The purpose of this Request for Proposals (RFP) is to select the most qualified firms and individuals for placement on a Roster that will be used to select firms / individuals for future assignments. Each firm / individual selected for the Roster will have at a minimum, qualifications and experience necessary to perform the scope of work as described herein, will sign an On-Call Contract for these Services that will not include any specific scope of work, and shall be able to provide the services described in this RFP within a time frame required by SHA.

As work assignments arise, SHA will select a qualified Hearing Officer from the Roster on a rotation basis. Work assignments shall be formalized in a Work Order to the On-Call Contract.

The Seattle Housing Authority may enter into an Interlocal Agreement with another governmental agency or agencies who may use the SHA Consultant Roster solicitation and selection for like work.

The initial term of the Roster to be created by this RFP shall be for three years. At SHA's option, a Change Order may be executed extending each On-Call Contract for up to two additional one-year periods, along with appropriate adjustments in compensation. In submitting for placement on the Roster, the firm understands that there is no guarantee of any dollar amount under any On-Call Contract resulting from this RFP.

- 2) **Seattle Housing Authority Background:** SHA is an independent municipal corporation that provides affordable housing to about 26,000 low-income people in Seattle. SHA owns and operates approximately 5,200 conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD), nearly 1,100 additional units for seniors and people with disabilities as part of the Seattle Senior Housing Program, and almost 900 low- and mixed-income units developed and acquired primarily through the use of debt financing. SHA also administers more than 8,300 HUD-subsidized Housing Choice Vouchers (also known as Section 8), which make it possible for residents with low incomes to live anywhere in the city.

SHA houses nearly 12,000 residents in housing it owns and operates and about 14,000 residents through its Housing Choice Voucher Program. Approximately 8,500 of the residents are children and approximately 4,500 are seniors and people with disabilities.

SHA owns and operates housing in neighborhoods throughout Seattle. These include the four large family communities of New Holly and Rainier Vista in Southeast Seattle, High Point in West Seattle, and Yesler Terrace in Central Seattle.

SHA was established by the City of Seattle under State of Washington enabling legislation in 1939. SHA is governed by a seven-member Board of Commissioners appointed by the Mayor and confirmed by the City Council. The Executive Director is appointed by, and reports to, the Board and is responsible for staff hiring and direction. SHA has approximately 600 employees and a total budget of approximately \$261 million for Calendar Year 2008.

B. SCOPE OF WORK

SHA is soliciting Proposals for Grievance Hearing Officer Services. The selected firms shall have qualifications and experience to perform the tasks related to this Category of Service.

1) **Description of Work** Qualified firms selected for the Roster and assigned work under the Roster will be required to:

- Conduct informal hearings at locations determined by SHA, generally the PorchLight facility located at 907 N.W. Ballard Way, Seattle, WA 98107, or the Central Office located at 120 – 6th Avenue N., Seattle, WA 98109.
- Within ten business days after the conclusion of the hearing, prepare a written decision together with the reasons therefore based solely upon information presented at the hearing. The written decision shall present the issues and an analysis of the rules to the issues and conclusion.
- Submit an original hard copy of the written decision to SHA's Grievance Hearings Coordinator.

2) **Detailed Work Requirements** The Hearing Officer shall preside at the hearing and conduct the hearings pursuant to SHA Policy L12.9-1 (attached). The Hearing Officer insures that:

- The resident / program participant is given the opportunity to present evidence and arguments in support of the resident / program participant's position, to controvert the evidence relied upon by SHA and to confront and question all witnesses on whose testimony or information SHA relies.
- The hearing is conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised are received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

C. INFORMATION TO BE PROVIDED

To be considered responsive to this RFP and to facilitate evaluations, submittals should address and be organized in the order of the outline given below and include the following information. Please refer to Section E.2) of this RFP for information on Required Number of Copies.

Proposal Contents: The Proposal must:

- Include a cover letter
- Address each of the evaluation criteria noted in Section D
- Provide resume(s)
- Include a list of three references

Submittals should be limited to a total of 3 pages in not less than 11 point type (Proposal Cover Page, Cover Letter, Resume(s) and Section 3 forms are not included in the page limitation.)

1) Firm's / Individual's Experience, Qualifications and Knowledge (relates to Evaluation Criterion 1)

- a) Outline relevant experience of personnel who will serve as hearing officers. To be qualified to respond, firms / individuals must possess at least four years of experience presiding over, or as an advocate in contested administrative proceedings, arbitration, mediation, or other relevant proceedings and. three years experience with landlord/tenant matters, or three years experience with federally funded low-income housing programs and/or the Section 8 Housing Choice Voucher Program.
- b) Outline relevant qualifications of personnel who will serve as hearing officers. To be qualified to respond, firms / individuals must have a bachelor's degree from an accredited university.

(Relating to items a) and b) above, a law degree from an accredited law school, or a Master's Degree in Public Administration may be substituted for up to two years of work experience.)

- c) Outline relevant knowledge of personnel who will serve as hearing officers. To be qualified to respond, firms / individuals must have knowledge of State of Washington and City of Seattle Landlord/tenant law, knowledge of federal low-income housing programs and the Section 8 Voucher Program.
- d) Provide a brief professional resume for each person who will serve as hearing officer indicating the extent of his/her experience on related work

2) Availability/Project Timeline (relates to Evaluation Criterion 2)

- a) Describe your ability to perform the required services on an on-call basis, often under very short deadlines, as required by SHA.

3) Proposed Hourly Rate (relates to Evaluation Criterion 3)

- a) Submit your *"All-Inclusive Hourly Rate" for Grievance Hearing Officer Services. The estimated range of All-Inclusive Hourly Rates is between \$75.00 and \$85.00 per hour.

The minimum payment is for a one hour proceeding. When hearings last longer than one hour, then the time is billed in half-hour increments and rounded up to the half hour. In the event of a No-Show by the party requesting the hearing or if the hearing is cancelled with less than a 24-hour notice, the Hearing Officer will be compensated for one hour.

- b) If SHA requests the Hearing Officer attend training sessions on topics such as the role of the hearing officer, the conduct of hearings or the preparation of hearing decisions, the Hearing Officer will be compensated for the time spent in such training.
- c) Submit your *‘‘All-Inclusive Hourly Rate’’ for Grievance Hearing Officer Services.

* The ‘‘All-Inclusvie Hourly Rate’’shall include anticipated costs for your base rate, overhead and/or fringe benefits, profit and any anticipated administrative and/or non-salary direct costs for performing these services.

4) References (not included in Evaluation Criteria)

- a) Provide three recent references (agency or buisness name, contact person, address, telephone number and e-mail address if available) who may be contacted concerning your performance on this type of service.

D. CONSULTANT EVALUATION CRITERIA

Submittals will be evaluated based on the criteria listed in this section. In preparing your proposal to SHA, it is important to clearly demonstrate expertise in the areas described in this document.

You are encouraged to identify and clearly label in your proposal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the proposal, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from you regarding your submittal documents, personnel, financial viability, or other items in order to complete the selection process. If you choose to provide additional materials beyond those requested, those materials should be included in a separate section of the proposal. In submitting, you agree that any costs or prices proposed shall be valid for a minimum of 90 days from the date of the proposal.

The following criteria with a point system of relative importance with an aggregate total of one hundred points will be utilized to evaluate each proposal:

Evaluation Criteria		Weighting (Max. Points)
1	<u>Relevant Experience, Qualifications and Knowledge</u> of personnel who will serve as hearing officers	50
2	<u>Availability / Project Timeline:</u> a) Ability to perform the required services on an on-call basis, often under very short deadlines, as required by SHA	25
3	<u>Proposed All-Inclusive Hourly Rate</u>	25
Maximum Total Points		100

E. SUBMISSION REQUIREMENTS

- 1) **Due Date and Place For Submission of Proposals:** At any time during the term of the Roster, SHA will accept proposals for placement on the Roster that will be evaluated based on the evaluation criteria contained herein, as time allows.

All Proposals should be clearly marked when delivered or mailed. *NOTE: A faxed or e-mailed Proposal is not acceptable.*

Upon receipt of each proposal, SHA's Purchasing Division will date-stamp it to show the exact time and date of receipt. Upon request, Purchasing will provide the proposer with an acknowledgment of receipt. All proposals received will become the property of the Seattle Housing Authority and will not be returned to the firm.

- 2) **Required Number of Copies:** Sealed proposals (**one original and four copies**) must be received at SHA's street address below. All Proposals should be clearly marked when delivered or mailed. Proposals sent by U.S. Mail should be addressed to the P.O. Box. Faxed or e-mailed submittals will not be accepted.

Seattle Housing Authority
Purchasing Division
Attention: Don Tucker
120 Sixth Avenue North
P.O. Box 19028
Seattle, Washington 98109-1028

The original of each of the forms indicated below must also be completed and submitted with the original proposal only. (Description of the Section 3 forms is found in Section G.2. below.) Do not send these forms with the copies.

- Section 3, Business Certification Form
- Section 3, Resident Employment Plan

- 3) **Rights Reserved by SHA:** SHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all proposals.

F. SELECTION PROCESS

All responses to this RFP that are received will be screened for eligibility. As time permits, an evaluation panel will rate eligible proposals, according to the criteria listed in Section D. above, and may conduct reference checks as part of the process. If there is insufficient information, SHA reserves the right to request additional information, and to interview firms to discuss their proposal.

Based on its evaluation, the panel will make a recommendation to SHA's Executive Director (or other personnel as may be designated) to place qualified individuals/firms on a Roster. As work assignments arise, SHA will select a qualified Hearing Officer from the Roster on a rotation basis. Work assignments shall be formalized in a Work Order to the On-Call Contract.

Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following web site address: <http://www.seattlehousing.org/business/info/Policies/CurrentAdoptedProcurementPolicies.doc>

G. ADMINISTRATIVE INFORMATION

- 1) **Minority-owned and Women-owned Business Enterprises:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit a proposal, to participate as partners, or to participate in other business activity in response to this RFP.
- 2) **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle. Each proposer is required to submit with their proposal a Resident Employment Plan that will result in hiring Section 3 residents to perform the work contemplated by this RFP, and a Section 3 Business Certification form. The following language regarding Section 3 will be included as part of the contract to be executed based on this RFP.
 - A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this section 3 clause, upon a

finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 3) **Basic Eligibility:** The successful firms / individuals must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful firms / individuals must not be debarred, suspended, or otherwise ineligible to contract with SHA, and must not be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Nonprocurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list.
 - 4) **Payment Requirements:** Firms / individuals should be aware that SHA will only make payments on the Work Orders issued under this RFP after the work being billed has been completed. No advance payments will be made to the firms / individuals, who must have the capacity to meet all project expenses in advance of payments by SHA.
 - 5) **Utilization of Selected Firms / Individuals:** SHA does not guarantee utilization of contracts resulting from this RFP. Actual utilization will be based upon demand for services or other factors deemed important to SHA. Any work under a Roster Contract will be by Work Order to that Roster Contract.
 - 6) **Documents Produced:** All documents and products created by the firm / individual under any Work Order assignment shall become the exclusive property of SHA.

- 7) **Other Contracts:** During the original term and all subsequent renewal terms of the contracts resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 8) **Funding Availability:** By responding to this RFP, you acknowledge that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
- 9) **Contract Requirements:** Firms / individuals may review SHA's standard contract language that will form the basis for any contract executed based on this RFP by visiting the following web site: <http://www.seattlehousing.org/business/info/Klanguage/KLanguage.html>.
- 10) **Insurance:** The following are the insurance requirements that will be included in the On-Call Contracts executed based on this RFP:

A. General Requirements:

1. Prior to undertaking any work assigned by Work Order under this Contract, the firm / individual shall procure and maintain continuously for the duration of this Contract, at no expense to SHA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the firm / individual, its agents, representatives, and/or employees.
2. The firm's / individual's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the firm's / individual's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the firm's / individual's Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the firm / individual to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

B. Required Insurance Coverage: The following are the types and amounts of insurance coverage that must be maintained by the firm / individual during the term of any Work Order to this Contract. The firm / individual must provide acceptable evidence of such coverage prior to beginning work on any Work Order under this Contract.

1. **Automobile Liability Insurance.** A policy of Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an

insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

- \$500,000 combined single limit coverage

C. Additional Insured Endorsement: The Seattle Housing Authority must be named as an Additional Insured on a primary and non-contributory basis on all General Liability policies of the firm / individual. A policy endorsement (form CG2010B or equivalent) must be provided to SHA as evidence of additional insured coverage.

D. Proof of Insurance and Insurance Expiration:

1. The firm / individual shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract when work is assigned by Work Order. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. The firm's / individual's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The firm / individual shall not permit any required insurance coverage to expire during the term of this Contract.
3. SHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

E. Carrier Review and Approval Authority: Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by SHA. All insurance shall be carried with companies that are financially responsible. Generally, all carriers of insurance or reinsurers must have and maintain a rating of "A VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of "A VII" or better may not be used without written approval of SHA's Risk Manager.

**Request for Proposals (RFP) Cover Page
For SHA's**

Grievance Hearing Officer Services Roster

Firm Name:	Firm Address:	Contact Person:	Title:
Telephone Number:	Fax Number	e-mail address:	

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Section

- 1 Cover Page
- 2 Cover Letter
- 3 Proposal

Attachments:

- Resumes
- References
- Section 3 Business Certification (in Original Copy only)
- Section 3 Resident Employment Plan (in Original Copy only)

NOTE: Use this Cover Page as a cover for your submittal. Proposals are limited to a total of 3 pages in not less than 11 point type. This cover page, cover letter, resumes and Section 3 forms are not included in this page limit. Proposals are to be stapled in the top left corner with no other bindings or binders.

Seattle Housing Authority

Section 3 Business Certification

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses.

Section 3 Person Criteria: A Section 3 qualified person must:

- A. Live in the City of Seattle.
- B. Earn no more than the following amounts :

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income	\$41,700	\$47,700	\$53,650	\$59,600	\$64,350	\$69,150	\$73,900	\$78,650

• **Section 3 Statement:** Please check the appropriate box below.

- My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.
- My Business has been certified as a Section 3 Business by:
 (name of agency) _____ (date of certification) _____

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

Note: If you certify above that your business is a Section 3 business, and you qualify for award of the contract based on the preferences given to Section 3 businesses and described in the solicitation, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

If you have any questions about this form, please call
 Samuel Pierce, SHA's Section 3 Coordinator, at (206) 937-3292

Seattle Housing Authority

Section 3 Resident Employment Plan

Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to "Section 3 residents." Section 3 Residents include residents of SHA communities and other low income residents of Seattle. Each bidder is required to submit with their bid package a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. HUD has established an annual goal of 10% of all new hires by SHA Contractors. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of Seattle. At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices of the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with whom it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments. In order to fulfill its Section 3 obligations the Contractor may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Contractor expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting SHA residents for the available positions.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		Telephone Number:

1. How many new positions do you expect this contract will require you to create?

2. Describe each position and provide the name and provide the location of the person(s) taking applications for each such position.

3. What minimum skills will be required for each position?

4. Please describe any training opportunities which the contract may create and any agreements concerning training you have.

5. How will you advertise these positions to SHA residents?

If you have any questions about this form, please call
Samuel Pierce, SHA's Section 3 Coordinator, at (206) 937-3292.

HOUSING AUTHORITY OF THE CITY OF SEATTLE
MANUAL OF OPERATIONS

SUBJECT: Grievance Procedure

SCOPE: This policy applies only to residents of federally-subsidized public housing operated by the Seattle Housing Authority.

It does not apply to:

1. applicants for SHA housing, except as specifically provided herein;¹
2. guests of residents and live-in-aides;
3. residents of public housing units subject to partnership agreements, regulatory agreements and/or financial agreements that have been incorporated into a management plan approved by HUD and/or SHA; the policies set forth in those documents shall take precedence for residents of such units;
4. residents of the Seattle Senior Housing Program;
5. Section 8 Housing Choice Voucher Program participants, including Project-Based;²
6. Referendum 37 Program residents; or
7. residents of any other non-federally subsidized program unless specifically extended to those programs by reference in policies, regulatory or financial agreements or procedures governing those programs.

POLICY: The Housing Authority shall direct its best efforts toward resolving resident grievances at the lowest possible level of the Housing Authority's organizational structure, while providing residents an opportunity for a fair and impartial hearing where resolution of grievances at the staff level is not possible. This policy shall be part of SHA's public housing dwelling lease, by reference. The policy shall meet the regulatory requirements set forth in 24 CFR 966.50-57. Whenever the requirements of these policies conflict with the requirements of 24 CFR 966.50-57, the requirements of 24 CFR 966.50-57 shall prevail.

A grievance is any dispute a resident may have with respect to SHA action or failure to act in accordance with the lease or regulations that adversely affects the individual resident's rights, duties, welfare or status. The grievance policy is applicable only to individual resident issues relating to SHA. It shall not be applicable to disputes between residents that do not involve the Housing Authority or to class grievances, and shall not be used as means of initiating or negotiating Housing Authority policy changes subject to the Housing Authority Board of Commissioner approval.

The Housing Authority shall provide an opportunity for a fair and impartial hearing of the grievance provided that the grievance hearing request is made in a timely manner. If no request is made or if a

¹ When SHA rejects an applicant for its' housing programs, the Housing Authority will provide an informal hearing, which is not a grievance hearing. The purpose of the informal hearing is to permit the applicant to discuss the reasons for rejection, present contrary evidence, additional proof of eligibility, and claim mitigating circumstances if available. See Manual L10.4-1.

² The grievance policy for the Section 8 Program is set forth in the Section 8 Administrative Plan.

request is not made in a timely manner as defined below, the resident shall be deemed to have waived his or her right to a grievance hearing under this policy.

IMPLEMENTING POLICY:

A. Informal settlement of grievances by a resident.

The first required step in the grievance process is to attempt an informal settlement. Grievances always originate with a resident, who may present the grievance initially either orally or in writing (SHA-744). Grievances shall be accepted at the site's management office. The resident must file the grievance within 10 business days of the grievable event. If the grievance involves allegations of discrimination or harassment against staff, the resident shall submit the grievance to the next level of supervision or to the Director of the department.

If the grievance involves a lease termination for criminal activity or behavior that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents or employees of the Housing Authority, the informal review does NOT apply and the resident must file for a formal grievance hearing within 5 business days as outlined in the notice of lease termination.

Grievances received by the Office of General Counsel, that have not been informally reviewed by management shall be referred to the site's management office for review and the resident notified of the referral. This requirement may be waived if the resident is able to show good cause for by-passing this step in the grievance policy.

SHA shall contact the resident within 10 business days of receipt of the grievance, to meet and discuss the issue informally and to attempt to settle the grievance if possible.

If the resident is not satisfied with the outcome of the informal review, he or she may submit a written request (SHA-744) for a formal grievance hearing to the site's management office within 10 business days of the date of receiving the results of the informal review.

If the resident does not request a hearing within 10 business days, the Housing Authority's disposition of the grievance under the informal settlement of grievances shall become final. The resident's failure to request a hearing shall not constitute a waiver by the resident of his or her right to contest the Housing Authority's action in any subsequent judicial proceeding.

B Hearing Officer.

The formal grievance hearing shall be conducted by an impartial person appointed by SHA. Persons may be employees of SHA or contracted independent hearing officers. No person who made or approved the action being grieved or who has some interest in the matter under review, or who appears to lack impartiality, shall be appointed.

C. Community Service Requirement.

For grievances involving issues of the Community Service Requirement, refer to Manual Section L12.8-1, Exhibit 2.

D. Escrow Deposits for Grievances for Non-payment of Rent (24 CFR 966.56 (e)).

If a grievance involves the amount of rent owed by the resident, before a hearing is scheduled, the resident must pay into an escrow account with SHA the amount of rent that is due and owing as of the first of the month preceding the month in which the act or failure to act took

place. Monthly thereafter the resident shall deposit the same amount of rent into the escrow account until the complaint is resolved by decision of the hearing officer. At that time, funds from the escrow account shall be disbursed to SHA or the resident according to the hearing officer decision. SHA shall waive this requirement if the resident is paying minimum rent and the grievance is based on a request for a hardship exemption or imputed welfare income. Failure to make an escrow deposit when due shall result in termination of the grievance procedure, and all rent owed by the resident shall become immediately due and payable. Failure to make an escrow deposit, however does not waive the resident's right to contest the Housing Authority's action in any judicial proceeding.

E. Expedited Hearing.

If the grievance involves a lease termination for criminal activity or behavior that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents or employees of the Housing Authority, the Housing Authority may, in its sole discretion, use an expedited hearing that provides priority in scheduling the hearing and compresses review times and dates for decisions.

F. Grievance Hearing (24 CFR 966.56).

The resident who has requested the hearing shall be afforded a fair hearing which shall include:

1. the opportunity to examine before the hearing any Housing Authority documents, including records and regulations related to the adverse action. The resident shall be allowed to copy, at the resident's expense, any document(s) available. If SHA does not make any available and requested document available for examination, then SHA may not rely on such document at the hearing;
2. the right to be represented by counsel or other person chosen by the resident;
3. a public hearing unless the resident requests a private hearing;
4. the right to present evidence and arguments in support of the complaint, to controvert evidence relied upon by the Housing Authority, and to confront and cross-examine all Housing Authority witnesses; and
5. a decision based upon the facts presented at the hearing.

A request to examine any Housing Authority documents, including records and regulations related to the adverse action, must be received no later than 3 business days prior to the scheduled grievance hearing. An appointment to examine the documents shall be scheduled with the Senior Property Manager or Property Manager for a time convenient to both parties. The documents shall be made available at the management office. No resident will be allowed to "borrow" such documents for review or to otherwise take such documents out of the management office. Requested copies of any documents shall be provided as soon as is reasonably possible. Payment for copies shall be due upon receipt.

The rules of evidence of a judicial proceeding shall not apply in grievance hearings and both oral and written evidence will be permitted. All hearing participants must conduct themselves in an orderly fashion. The hearing officer may exclude any disorderly party from the proceedings and grant or deny relief as appropriate. All hearings will be tape recorded. The resident may request, in advance, a recorded transcript of the hearing. Such transcripts shall be made available at the resident's expense.

The Housing Authority shall provide reasonable accommodations to allow persons with disabilities to participate in the hearing.

1. Reasonable accommodation may include, subject to SHA's Interpreter and Translation policy (reference manual section), a qualified sign language interpreter, reader, accessible location, or attendant.
2. For residents who are visually impaired, notices required under this policy and procedure shall be in an accessible format.

G. Failure to Appear.

If the resident or Housing Authority fails to appear at a scheduled hearing without prior notice or explanation, the hearing officer shall dismiss the hearing and declare default, denying the relief requested by the party not appearing.

H. Grievance Hearing Decision.

The hearing officer shall issue a written decision within 10 business days following the hearing. The decision shall state the reason(s) for the hearing officer's decision. The decision of the hearing officer shall be final and the Housing Authority which shall take no actions inconsistent with the decision unless the Housing Authority's Board of Commissioners determines, and promptly notifies the resident of its determination, that:

1. the grievance does not concern Housing Authority action or failure to act in accordance with or involving the resident's lease or Housing Authority regulations, which adversely affect the resident's rights, duties, welfare, or status; or
2. the decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.

A decision by the hearing officer or Board of Commissioners in favor of the Housing Authority shall not constitute a waiver of, nor affect in any manner, any rights the resident may have in any later judicial proceedings.

RESPONSIBILITY: The Housing Operations Department shall implement the grievance policy and procedures in the field operations. The Office of General Counsel shall: provide guidance in handling resident grievances and retain independent hearing officers; Eviction and Grievance Coordinator (Coordinator) shall manage the scheduling of hearings and track the completion and outcomes of hearings.

PROCEDURE:

A. Expedited Hearing on Lease Terminations.

1. For grievances involving a lease termination based upon criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents or employees of the Housing Authority, or drug-related criminal activity on or near SHA property, an expedited hearing may be used.
2. The grievance must be submitted no later than 5 business days as outline on the lease termination notice. Grievances received after this timeframe will not be considered.
3. The Coordinator shall give priority to expedited hearings and shall attempt to schedule such hearings within 10 business days of receiving the hearing request. The Office of General Counsel shall to the extent possible, prepare, serve and file the summons and complaint and other court documents and schedule court dates while the grievance hearing is being scheduled and heard.

B. Informal settlement

1. Staff who receives a resident's grievance shall review the issue and attempt to contact the resident within 10 business days to discuss and resolve the grievance informally without a hearing, if possible. The review may be conducted by administrative staff, Property Manager or Senior Property Manager. If a resident grievance involves an allegation of discrimination or harassment by staff, the grievance shall be referred to the next level of supervision or the Director of the department.

The grievance must be submitted no later than 10 business days after the grievable event. Grievances received after this timeframe will not be considered. The grievance may be made orally or in writing (SHA-744).

2. After the review of the grievance, the resident shall be notified of the decision and the procedures by which a formal grievance hearing may be obtained if the resident is not satisfied.

C. Formal Grievance Hearing

1. Hearing Officer

- a. The Office of General Counsel shall retain and appoint hearing officers.
- b. Hearing officers will include senior staff of Housing Operations and independent contractors.
- c. The Office of General Counsel shall provide information on SHA policies and procedures as needed or requested by the hearing officers.

2. Escrow Deposits for Grievances for Non-payment of Rent

- a. If a grievance involves the amount of rent owed by the resident, the resident must pay into an escrow account with SHA, the amount of rent that SHA says is due.
- b. The Coordinator notifies the resident of this requirement and the procedures for making the escrow deposits.
- c. The resident shall submit to the Coordinator, either by US mail or hand delivery to the Central Office, a money order or cashier's check made out to the Seattle Housing Authority in the amount of the rent due to SHA, and monthly thereafter shall deposit the amount of the monthly rent in an escrow account until the dispute is resolved.
- d. At any point the resident fails to make the required escrow deposit in a timely manner, the grievance proceedings shall terminate. The Coordinator shall notify the resident in writing of the missed deposit and resulting termination of the grievance proceedings.
- e. After the decision of the hearing officer, the escrow account balance is disbursed in accordance with the decision.

3. Obtaining a Hearing

- a. If the resident is not satisfied with the outcome of the informal review of the grievance, he or she may submit a written request for a formal hearing to the site's management office within 10 business days, as applicable, of the date the result of the informal review is received. The original hearing request received by the management office is forwarded to the Coordinator and a copy kept in the resident file.
- b. If the SHA-744 is used for requesting the formal grievance hearing management staff shall indicate on the bottom of the form if an informal review occurred per policy. If a letter is received, management should indicate on the letter or by attaching a note.
- c. The written request shall specify:
 1. the reasons for requesting the grievance; and
 2. the action or relief sought.
- d. If no hearing request is received, the Housing Authority's disposition of the grievance under the informal settlement of grievances shall become final. The resident's failure to request a hearing shall not constitute a waiver by the resident of his or her right to contest the Housing Authority's action in any judicial proceeding.
- e. Any written grievance request received by the Coordinator that was not first considered informally is referred back to the site's management office for an informal review and possible settlement without a hearing and a notice sent to the resident advising them that an informal review is the first required step in this grievance process. If it is determined the resident has good cause for by-passing the informal review, the Coordinator may waive this requirement. The reason for waiving this requirement will be documented in the Coordinator's file along with the resident's written request for the hearing.

- f. If it is determined the resident has complied with the conditions of the grievance policy, the Coordinator schedules the hearing. The Coordinator sends a written notification specifying the time, place and procedures governing the hearing to the resident, with a copy to the Senior Property Manager and to the assigned hearing officer.

4. Accommodations

- a. The Coordinator shall receive all requests for accommodation by a resident. If staff is aware of a resident's need for an interpreter due to limited English, or other interpreter need, such as sign language, this information is to be shared with the Coordinator. If an interpreter is requested, the Coordinator shall consistent with SHA policy, arrange for an interpreter to be present at the hearing.
- b. Other accommodation needs such as accessible location or large print shall also be handled by the Coordinator.

5. Witnesses

- a. It is the responsibility of the Senior Property Manager or Property Manager to identify witnesses for the hearing, which may include residents, police officers or other staff members. The Senior Property Manager or Property Manager is also responsible for any communication with the witnesses, ensuring the witnesses have transportation to the hearing, providing for any needed accommodations, and preparing the witnesses to testify.
- b. SHA may reimburse resident witnesses for travel expenses, such as bus fare or taxi fare, or provide transportation in an SHA vehicle.

6. The Hearing.

- a. The Coordinator provides the day's schedule of hearings to the hearing officer and to the receptionist in the area where the hearing will be held. The receptionist shall inform the hearing officer when a resident comes for their hearing.
- b. The resident and his/her counsel or other representatives may be asked to wait in the lobby area until called by the hearing officer.
- c. Staff and witnesses who will be presenting at the hearing for SHA, shall also check in with the receptionist and wait in the lobby area until called by the hearing officer.
- d. The assigned hearing officer shall arrange the seating for the hearing giving consideration to any issues of disability, i.e., making appropriate space available for persons in wheelchairs, and safety concerns.
- e. If personal safety concerns are expressed by staff, the Coordinator may arrange for the presence of a contracted Seattle Police Officer, provide staff or witnesses the option of appearing at the hearing by speaker phone or other arrangements to address the safety concerns..
- f. The hearing officer shall call the parties to the hearing and assign the placement of the parties. The hearing officer is responsible for maintaining control and order in the hearing and may exclude any disorderly party from the proceedings, adjourn the hearing or grant or deny relief as appropriate.

- g. The hearing officer shall tape record the proceedings. Any interested party may purchase a copy of the taped transcript by contacting the Coordinator. The Coordinator shall provide a copy as soon as reasonably possible. Payment for taped transcripts shall be due upon receipt. The cost shall be to reimburse SHA for the cost incurred, including labor and material.
- h. The Housing Authority shall have the burden of proving that the resident violated the lease, Housing Authority policies, or other applicable rule or agreement and the proposed action is justified and in compliance with SHA policies and HUD regulations.
- i. The Housing Authority shall first present its case, providing details of the tenancy, the events leading to the action taken, and any supporting documentation or testimony. See Exhibit X, guide to prepare and present at a grievance hearing.
- j. Following SHA, the resident presents his/her grievance, and reasons for contesting SHA's action or inaction, and may provide additional information, testimony and supporting documentation.
- k. At the discretion of the hearing officer, any oral or written evidence relevant to the facts and issues in the grievance may be received without regard to its admissibility under the rules of evidence in judicial proceedings. The hearing officer may limit or otherwise restrict the testimony of witnesses based on the relevance of their testimony, and the number of witnesses present. The hearing officer may exclude witnesses whose testimony is or will be duplicative.
- l. Both parties are allowed to ask questions of the other party's statements, respond to questions or accusations and provide final statements. All questions and responses must be addressed to the hearing officer and not directly to the opposing party.

7. Late to Appear / Failure to Appear

- a. If the resident appears up to 10 minutes late or calls notifying SHA within 10 minutes of the scheduled hearing time that he or she will be late, due to no fault of their own, the hearing officer may allow the hearing to proceed.
- b. If the resident or SHA fails to appear at a scheduled hearing more than 10 minutes after the scheduled hearing time, without prior notice or explanation, the hearing officer shall dismiss the hearing and declare a default on the part of SHA or a waiver of the resident's right to a hearing. Waiver of the resident's right to a hearing shall not constitute a waiver of the resident's right to contest, in any judicial proceeding, the Housing Authority's decision(s) that gave rise to the grievance hearing.
- c. The Coordinator shall be notified by phone of any failure to appear.

D. Decision of the hearing officer.

- a. The hearing officer shall prepare a written decision within seven working days of the conclusion of the hearing, affirming or rejecting SHA's action and setting forth the reasons therefore. A longer time may be allowed in extenuating circumstances. A copy of the decision shall be sent to the Coordinator, who shall send the final decision to the resident and a copy to the Senior Property Manager. The Senior Property Manager or Property Manager shall retain a copy of the decision in the resident's file and the Office of General Counsel shall retain a copy with all names and identifying references deleted,

which shall be made available for inspection and copying by other residents, or their representative.

- b. The decision of the hearing officer shall not be subject to any administrative appeal.
- c. The SHA action shall be modified to incorporate the decision of the hearing officer unless a decision is made to bring a questionable decision to the Housing Authority's Board of Commissioners with the concurrence of the General Counsel and Director of Housing Operations.