

**CITY OF GARDEN GROVE
HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION
PROGRAM (HEART)**

OPERATING GUIDELINES

PROGRAM OVERVIEW

In May 2019, the City of GARDEN GROVE (City) introduced a comprehensive approach to addressing the needs of its homeless population. This approach is a collaborative response that brings together the resources of the City, residents, businesses, service providers, philanthropists, and the faith-based community. A component of this approach is to provide rental assistance with wrap-around services to very low-income households who have a high probability of achieving self-sustainability. Accordingly, the City is launching the Homeless Emergency Assistance Rental Transition (HEART) pilot program that combines the resources and experience of expert service providers with City subsidies including Low/Moderate-Income Housing Trust Funds (LMIHTF) and HOME Investment Partnership (HOME) funds.

The main goal of the HEART Program is to assist homeless individuals and families achieve self-sustainability via rental assistance and supportive services. One or more qualified service providers, herein referred to as the “Program Operators”, will carry out the housing and support services components of the Program. The supportive service component is subsidized with LMIHTF funds, whereas the housing component is subsidized with HOME funds.

The housing component of the HEART program is a Tenant-Based Rental Assistance (TBRA) program and follows all the requirements of the HOME Program, as set forth in the HOME program under Section 24, Part 92, of the Code of Federal Regulations (24 CFR 92). HOME funds will be used to provide tenant-based rental assistance for a period of 12 months with the option to extend assistance an additional 12 months on a case-by-case basis. The Program Operators will be responsible for locating units or other housing options for use by program participants, including bridge housing, conducting Housing Quality Standards (HQS) Inspections and disbursing rental assistance payments. Once housed, the Program Operators shall work with participants to maintain successful tenancy, comply with the lease and adjust to their new environment. Additionally, the Program Operators shall continue its wrap-around case management services that address the specific needs of each individual.

The City published a Request for Proposals (RFP) through which two non-profit service providers will be selected to administer the program through Fiscal Year 2019-2020. The goal of the program is to assist 20 individuals (10 per Program Operator) in the first year of operation.

The City will evaluate the impact of the HEART Program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Program Operators. Key indicators of success will include the ability to transition off the HEART Program and remain housed without assistance, increases in earned income, increase in benefits and participation in case management.

The procedures set forth herein establish the tenant selection guidelines for the TBRA program, provide the necessary operating structure for the program and clarify the roles and responsibilities of the Program Operators and the City.

I. MARKETING, OUTREACH AND APPLICATION PROCESS

1. Marketing, Outreach and Intake

Prospective tenants for the program may be referred to the Program Operators through CES, or through the course of the Program Operators individual outreach and intake procedures. If being referred via CES, Program Operators must attempt to contact the individual within five (5) business days of the receipt of the referral. As part of the intake process, the Program Operators will complete a Coordinated Entry Intake form (**Appendix A**) for each member of the household, as well as review the individuals CES packet for completeness. If the packet is not complete, the Program Operators will be required to gathering the missing documentation in preparation for program acceptance.

2. Guidance for Eligible Households

The Program Operators will meet with the prospective eligible households throughout the application process and will continue to meet with and counsel each eligible household regarding the HEART Program, the eligible household's responsibilities as participants of the Program, and the goals and objectives of the Program.

II. DETERMINATION OF ELIGIBILITY

The HEART program combines the resources of the HOME program with LMIHTF funds. LMIHTF funds are utilized for the delivery of supportive service and HOME funds are utilized for rental assistance. While it is intended for the supportive services and rental assistance components of the program to be available jointly, applicant households must meet the eligibility qualifications of each program in order to receive the respective assistance. In order to determine eligibility, the Program Operators will meet with the prospective eligible household and complete the Program Application, attached as **Appendix B**. Eligibility for services offered by the HEART program shall adhere to the following selection criteria:

1. Income Eligible Household

- a) To receive services under the HEART program, applicant households must meet income eligibility requirements and have a total household income at or below the very low (50% AMI) income limits.
- b) Income limits for very-low income households are established annually for the HOME Program by HUD for the Orange County income limit area.
- c) Gross Annual Income shall be determined in accordance with 24 CFR 5.609, with the allowable exclusions from income established at 24 CFR 5.611.
- d) Gross Annual Income means the gross amount of income from all sources, including assets, for all adult household members that is anticipated to be received prospectively during the 12-month period following the date of application and before any deductions are taken.
- e) The Program Operators will determine and verify eligibility for assistance under the HEART Program through the review of income source documents. As outlined in the revised HOME rules published in July 2013, applicants must provide evidence of income for the two (2) most recent months. Acceptable source documents include wage statements, check stubs, entitlement verification from another government agency and bank

statements. The definition of income for the purposes of the HEART Program are located [24 CFR part 5](#) (often referred to as the Section 8 definition).

- f) The Program Operators may also consider any likely changes in income when collecting income verification documentation.
- g) Initial income verifications are valid for six months. If admission into the HEART program takes longer than 6 months, income verifications must be updated and reevaluated. After initial verification, income re-certifications shall be conducted annually.
- h) Income verifications will be used for two purposes:
 - i. To determine eligibility for services (HOME TBRA assistance). A determination of eligibility will be completed as part of the admissions process and thereafter annually.
 - ii. Income information will be used to establish the household's initial contribution toward rent, which shall be set at 30% of the household income. The household's initial contribution will remain unchanged for the first 6 months of assistance under the HOME TBRA program. Thereafter, rent will be adjusted in accordance with section IV below.

2. Currently homeless

- a) Meets the HUD Definition of homelessness (**Appendix C**) as identified under the ESG Program (24 CFR 576.2).

3. Current residents of the City of Garden Grove

Due to the nature of the population served by the HEART Program, it may not be possible to obtain traditional proof of residency documentation such as utility bills. The following documentation can be accepted to establish that an applicant household qualifies for the program and meets the Garden Grove live/work preference (**Appendix D**):

- a) Regularly receiving supportive services from a provider located in Garden Grove;
- b) Staying in homeless shelter/bridge/transitional housing
- c) Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- d) Holding a job in Garden Grove;
- e) Attending an education program meant to lead to self- sufficiency in Garden Grove (certificate/degree/diploma program);
- f) Children attending school located in Garden Grove;
- g) Living in a shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

4. Biannual Eligibility Verification

- a) The Program Operators will re-qualify each eligible household, including examination of source documentation, every 6 months.
- b) The Program Operators may request that a participating eligible household provide verification(s) more often than annually, as reasonably necessary to confirm continued qualification and eligibility for the TBRA Program.

The Program Operators will provide written notice to each Applicant stating whether the Applicant was determined to be eligible for assistance under the TBRA Program.

III. SELECTION OF HOUSING

1. Housing Unit Selection

Eligible households may elect to rent any housing unit in the County of Orange so long as the unit meets federal housing quality standards (HQS) or such other standards as may be made applicable to the TBRA Program by HOME Program statutes and/or regulations, specifically including Uniform Physical Condition Standards (UPCS) and passes a rent reasonableness test. Due to the nature of the population served by the HEART Program, it is expected that the Program Operators will assist eligible households with finding and selecting an appropriate housing unit that meets all program requirements.

While the Program Operators can refer eligible households to appropriate housing units, households may not be required to select a particular housing unit.

2. Occupancy Standards

The number of persons in each eligible household will determine the required unit type. Each household must comply with the 2+1 (i.e. two per bedroom plus one) occupancy standard.

The following table provides the occupancy standards by unit type:

Unit Type	Number in Household
One-Bedroom Unit	1 to 3 Persons
Two-Bedroom Unit	3 to 5 Persons
Three-Bedroom Unit	5 to 7 Persons
Four-Bedroom Unit	7 to 9 Persons

3. Property Inspections

Prior to occupancy of any housing unit by an eligible household, and again during the annual verification process, the Program Operators will have a certified Housing Quality Standards (HQS)

inspector inspect each housing unit to ensure the unit complies with HQS as set forth in the HOME Program (24 CFR 92.251), as well as all applicable state and local codes and ordinances, including zoning ordinances.

Each HQS inspection will include the following:

- a) Verification of property ownership;
- b) Verification of the age of the housing unit;
- c) Completed HQS Inspection Form (HUD -52580);
- d) Lead-based paint hazard assessment, dissemination of lead-based paint information pamphlet and disclosure form and lead-based paint reduction activities, if required;
- e) Adequate opportunity for landlord to correct any deficiencies indicated in the HQS Inspection form to bring the housing unit into compliance;
- f) Verification that occupancy by the eligible household will comply with occupancy standards;

4. Rent Reasonableness

Rental assistance paid on behalf of TBRA household must be in compliance with federal rent reasonableness requirements which require that rents paid by or on behalf of assisted households be similar to rents paid by non-assisted households.

Rent Reasonableness reviews will be performed by the Program Operators. The factors listed below shall be considered when determining rent comparability.

- a) Location and age
- b) Unit size including the number of rooms and square footage of rooms
- c) The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- d) The quality of the unit, which includes the building construction, maintenance and improvements
- e) Amenities, services, and utilities included in the rent

The Program Operators will follow both the rent reasonableness regulations established for the Housing Choice Voucher (HCV) program at 24 CFR 982.507 and the methodology described in Chapter 8, Part III of the Garden Grove Housing Authority Administrative Plan for the HCV program to evaluate rents. In the event that a rent request does not meet rent reasonableness requirements, the Program Operators shall attempt to negotiate a lower rent with the property owner. If the owner is not willing to accept a lower rent, the household must be instructed to search for another unit. Under no circumstances shall the Program Operators or the assisted household agree to pay more than approved through the rent reasonableness review. Additionally, the assisted household is not allowed to make up any difference in the rent offer.

Garden Grove Housing Authority (GGHA) will provide support to the Program Operators in completing this task. GGHA will be available for technical support and grant access to rent reasonableness data that Program Operators can use in finalizing approvals. In the event that there is a conflict between rents authorized by Program Operators and rents authorized for other rent subsidy programs offered by the City of Garden Grove, the Program Operators must work with

GGHA and/or City staff to resolve the conflict so that there is parity in all City sponsored rental assistance programs.

5. Coordination with Landlords

The Program Operators will meet with and provide guidance to landlords participating in the HEART Program regarding the requirements and procedures that impact landlords.

a) Rental Assistance Contract (**Appendix E**)

- i. The Program Operators will enter into a Rental Assistance Contract with each participating household. The Rental Assistance Contract will establish the security deposit assistance payment and the initial rental assistance payments to be paid on behalf of the household. The Contract will also establish the participating household's initial share of the contract rent.
- ii. The household's share of rent will be adjusted if and when the household's income increases and shall continue to be set at 30% of the household income.
- iii. This Contract will have a term of 6 months.

b) Lease Addendum (**Appendix F**)

- i. The landlord will be required to enter into a lease agreement with a minimum term of at least one (1) month with any eligible household occupying a housing unit.
- ii. The lease agreement will include a lease addendum that will be executed in connection with the lease between the landlord and the eligible household.
- iii. The addendum will include the terms of the rental assistance payments to be paid to the landlord on behalf of the eligible household, confirm the obligations of the landlord, confirm obligations of the eligible household regarding payment of rent, utilities and appliances, rules and regulations of tenancy and confirm the landlord's obligation to maintain the housing unit in accordance with HQS.
- iv. The landlord will be required to provide the Program Operators with notice of a lease termination, prohibit discrimination by the landlord against the eligible household as well as lease provisions prohibited by the HOME Program.
- v. The Program Operators will review the rental agreement to confirm its compliance with state law and all HOME Program requirements.

c) IRS Form W-9 (**Appendix G**)

- i. Each landlord will be required to submit a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification. The Program Operators will rely on this information when issuing a 1099 form to each payee as required by the IRS. A 1099 form must be issued annually to all participating landlord (payee).

IV. RENT CALCULATION, PAYMENT STANDARDS AND TERM

1. Rent Assistance Calculation

The Program Operators will complete a rental assistance calculation for each eligible household. The calculation will determine each household's initial program subsidy and share of the rent. The initial household rent is equivalent to the maximum subsidy amount allowed under HOME TBRA regulations and is calculated as the difference between 30% of the household's monthly income and the payment standard for the size of the unit. Each household's maximum rent subsidy will vary since the calculation involves the use of individualized factors such as the household's income and household size.

The initial household rent will remain unchanged for the first 6 months of assistance. Thereafter, household rent contributions may be increased if and when the household income increases. When increases in income occur, the Program Operators will complete a rental assistance calculation to include the increase in income within 30 days of receiving confirmation of the change in income. The household's rent contribution will be 30% of the adjusted household income for the duration of the program.

Minimum rent under the TBRA program is set at \$25.00. The minimum tenant payment is used if the maximum subsidy calculation would result in the household paying less than \$25.00 towards the monthly rent.

2. Payment Standards

The TBRA program must use the Garden Grove Housing Authority's (GGHA) current payment standards (**Appendix H**) to calculate monthly rental assistance. The GGHA's payment standards represent the cost of rent and utilities for moderately priced units in Garden Grove. Payment standards are established by bedroom size.

When utilities are included in the cost of renting a unit, that is, the owner assumes responsibility for payment for all utility services, the household's entire share of the housing costs will go directly to the owner.

When the cost of utilities is not part of the rent, that is, the household is directly responsible for payment of utility services, the household's initial share will be determined by subtracting a utility allowance from 30% of the household's total income. The Program Operators must use the Orange County Housing Authority (OCHA) Utility Allowance Schedule (**Appendix I**), as annually adopted by the GGHA, to determine the household's utility allowance. The result of 30% of the household's total income minus the applicable utility allowance is the household's initial share of rent. Each household is responsible for paying their rent share directly to the landlord each month.

If a selected housing unit is subject to contractual, statutory and/or regulatory affordability restrictions, the monthly rental assistance payments will not exceed the difference between the required affordable rent amount for the Housing Unit and 30% of the eligible household's monthly gross income.

3. Term

The Program Operators will provide rental assistance for an initial term of 6 months, which can be extended in 3 month intervals, up to a total six times, for a cumulative term of 24 months. Extensions will be granted at the discretion of the Program Operators and shall be based on continued program compliance and ongoing need.

V. UTILITY AND SECURITY DEPOSITS

1. Utility Deposit Assistance

The Program Operators may provide utility deposit assistance to an eligible household in the full amount of any utility deposit required for (electricity, gas and/or telephone service) to be provided to the utility provider when needed to assist the household in establishing a tenancy. Deposit assistance can only be provided once.

Utility Deposit Assistance may be provided only if the following requirements are met:

- a) Utility deposit assistance is only available where rental assistance is also being provided.
- b) Utility deposit assistance will be paid directly to the landlord or utility provider on behalf of the eligible household.

Utility deposits that are provided to the participating households will be in the form of a grant. Utility deposit refunds must be returned directly to the assisted household.

2. Security Deposit Assistance

As needed, the Program Operators will provide security deposit assistance to eligible households. Such assistance shall be the lesser of;

- a) Two months approved rent for the housing unit; or
- b) The standard security deposit required by the Landlord for non-subsidized tenants.

Security deposit assistance provided to participating households will be in the form of a grant. As such, the landlord can provide a security deposit refund directly to the household. Any disputes involving the return, or lack thereof, of a security deposit shall be settled by the tenant and landlord, as provided for in the lease. Deposit assistance can only be provided once for the duration of the program, including re-entry into the program following a separation.

VI. BI-ANNUAL RE-CERTIFICATION, TERMINATION OF ASSISTANCE AND RETURNING HOUSEHOLDS

1. Bi-annual Recertification

Recertification of income and program eligibility will occur semi-annually. The Program Operators will gather source documentation for participating households to determine annual income. Annual income must be calculated in accordance with 24 CFR part 5.

If the total household income is above 80% AMI, rental assistance must be terminated following a 30-day notification period. For households between 60% and 80% AMI the Program Operators must obtain approval from the City before rental assistance is continued.

2. Termination of Rental Assistance

Assistance can be terminated for the following reasons:

- a) Failure to comply with HEART Program Guidelines and/ or Client Participation Agreements including disengagement in client services.
- b) Eviction from the assisted rental unit based on behavioral issues and/or unlawful activity.
- c) The participant no longer qualifies, based on income eligibility, for assistance at semi-annual re-certification.
- d) Another rental assistance program such as the Section 8, Permanent Supportive Housing (PSH), Tenant-Based or Project-based program will assist the individual. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must terminate.

3. Returning Participant Households

As needed, participants may be allowed to return to the program for either support services, rental assistance or both. A determination to allow re-entry shall be based on the following criteria:

- a) Participants must have left the program in good standing. To be in good standing, participants must have been engaged in their case management plan, voluntarily left the program (not in lieu of termination) or have been released because their household income exceeded eligibility limits. In general, participants will not be allowed to re-enter the program if they were terminated for non-compliance.
- b) At the discretion of the Program Operators, a request for readmission from a non-compliant household may be considered when compelling reasons exist. In such cases, re-admission will require concurrence from the City of Garden Grove.
- c) The participant's previous rental assistance did not exceed 24 months. Cumulatively, participants will only be allowed to receive rental assistance for a maximum of 24 months.

VII. SELF SUFFICIENCY CASE MANAGEMENT SERVICES

The Program Operators will request each eligible household receiving rental assistance payments to participate in Self-Sufficiency Case Management Services (**Appendix J**) administered by the Program Operators. The Self-Sufficiency Program provides participating households with intense case management, which is designed to assist participants move to self-sufficiency within a 12 to 24 month period. Income re-certifications will be completed semi-annually for participating households.

Eligible households that fail to participate in the Self-Sufficiency Program will not be allowed to receive rental assistance extensions.

The Program Operators will use their agencies respective case management models to carry out these services. Although the Program Operators will utilize their own model, the Program Operators will be required to complete certain activities. The key activities are as follows:

1. Review the clients Coordinated Entry packet, specifically the VI-SPDAT, to determine service needs,
2. Development of a comprehensive, individualized service plan,
3. Coordination of services required to implement the plan,
4. Monitoring of client to assess the effectiveness of the plan,
5. Periodic service plan re-evaluation at least every three (3) months and adaptation of the plan, as necessary, and
6. Clear documentation of assessment, plan, and service referrals.

VIII. PERFORMANCE MEASUREMENTS

The City will evaluate the impact of the HEART program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Program Operators. Listed below are the key indicators the program will use to assess the program effectiveness.

Performance Measurements
of individuals receiving tenant based rental assistance.
of individuals receiving case management, including the development of an individualized case management plan.
of individuals who achieved one or more goals from their case management plan.
of individuals who obtained health insurance due to case management services.
of individuals with higher income at program exit than at program entry.
of individuals with more non-cash benefits at program exit than at program entry.
of individuals that successfully complete the program and maintain their housing without assistance.
of individuals that successfully complete the program but need permanent housing assistance.

**APPENDIX A – SAMPLE COORDINATED ENTRY INTAKE FORM AND
VI-SPDAT ASSESSMENT**

Client Name: _____

12. Which category best describes your race? (Check All that Apply): <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> American Indian/Alaska native <input type="checkbox"/> White <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data not Collected	13. Which category best describes your ethnicity? <input type="checkbox"/> Non-Hispanic <input type="checkbox"/> Hispanic <input type="checkbox"/> Client Doesn't Know <input type="checkbox"/> Client Refused <input type="checkbox"/> Data Not Collected
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Location – On a regular day, where is it easiest to find you?

14. On a regular day, where is it easiest to find you? <input type="checkbox"/> Street <input type="checkbox"/> Vehicle <input type="checkbox"/> Abandoned building <input type="checkbox"/> Bus/train/subway station/airport <input type="checkbox"/> Drop In Center <input type="checkbox"/> Day services center <input type="checkbox"/> Soup Kitchen <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Transitional Housing <input type="checkbox"/> Permanent Housing <input type="checkbox"/> Clinic/Hospital – Health <input type="checkbox"/> Clinic/Hospital – Mental Health <input type="checkbox"/> Clinic/Hospital – Substance Abuse <input type="checkbox"/> Jail, prison, or juvenile detention facility <input type="checkbox"/> Family or friend's room, apartment, condo, or house <input type="checkbox"/> Foster care or group home <input type="checkbox"/> Other (specify): _____	14a. Intersection:
	14b. Landmark:
	14c. City:
	14d. Zip Code:

NOTES:

Client Name: _____

VI-SPDAT for Single Adults, American Version 2.0 – obtained from <http://www.orgcode.com/>

IF THE PERSON IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.

HISTORY OF HOUSING AND HOMELESSNESS

1. Where do you sleep most frequently? <input type="checkbox"/> Shelters <input type="checkbox"/> Transitional Housing <input type="checkbox"/> Safe Haven <input type="checkbox"/> Outdoors <input type="checkbox"/> Others (specify): _____ <input type="checkbox"/> Refused	Address: _____ 1a. Intersection: _____ 1b. Landmark: _____ 1c. City: _____ 1d. Zip Code: _____ <input type="checkbox"/> Same as above
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IF THE PERSON ANSWERS ANYTHING OTHER THAT SHELTER, TRANSITIONAL HOUSING, OR SAFE HEAVEN, THEN SCORE 1.

2. How long has it been since you lived in permanent stable housing? _____

3. In the past three years, how many time have you been housed and then homeless again? _____

4. In the last three years, what is the total number of months spent homeless on the streets, in an emergency shelter, or place not meant for human habitation? _____

IF THE PERSON HAS EXPERIENCED 12 OR MORE MONTHS OF HOMELESSNESS (CONSECUTIVE OR NOT), AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

Page Total A: _____ /3

RISKS

5. In the past six months, how many times have you...

- a. Received health care at an emergency department/room? _____
- b. Taken an ambulance to the hospital? _____
- c. Been hospitalized as an inpatient? _____
- d. Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotline? _____
- e. Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? _____
- f. Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? _____

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

6. Have you been attacked or beaten up since you've become homeless? **Yes** **No** **Refused**

7. Have you threatened to or tried to harm yourself or anyone else in the last year? **Yes** **No** **Refused**

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

8. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult for you to rent a place to live? **Yes** **No** **Refused**

IF YES, THEN SCORE 1 FOR LEGAL ISSUES.

Client Name: _____

9. Does anybody force or trick you to do things that you do not want to do? Yes No Refused

10. Do you ever do things that may be considered risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? Yes No Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF EXPLOITATION.

SOCIALIZATION & DAILY FUNCTIONING

11. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? Yes No Refused

12. Do you get any money from the government, a person, an inheritance, working under the table, a regular job, or anything like that? Yes No Refused

IF YES TO QUESTION 11 OR NO TO QUESTION 12, THEN SCORE 1 FOR MONEY MANAGEMENT.

13. Do you have planned activities, other than just surviving that make you feel happy and fulfilled? Yes No Refused

IF NO, THEN SCORE 1 FOR MEANINGFUL DAILY ACTIVITY.

14. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water, and other things like that? Yes No Refused

IF NO, THEN SCORE 1 FOR SELF-CARE.

15. Is your current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because family or friends caused you to become evicted? Yes No Refused

IF YES, THEN SCORE 1 FOR SOCIAL RELATIONSHIPS.

Page Total B: /8

WELLNESS

16. Have you ever had to leave an apartment, shelter program or other place you were staying because of your physical health? Yes No Refused

17. Do you have any chronic health issues with your liver, kidneys, stomach lungs or heart? Yes No Refused

18. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? Yes No Refused

19. Do you have any physical disabilities that would limit the type of housing you could assess, or would make it hard for you to live independently because you'd need help? Yes No Refused

20. When you are sick or not feeling well, do you avoid getting help? Yes No Refused

21. FOR FEMALE RESPONDENTS ONLY: Are you currently pregnant? Yes No Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR PHYSICAL HEALTH.

22. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? Yes No Refused

23. Will drinking or drug use make it difficult for you to stay housed or afford your housing? Yes No Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR SUBSTANCE USE.

Client Name: _____

24. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program, or other place you were staying, because of:
- a. A mental health issue or concern? Yes No Refused
- b. A past head injury? Yes No Refused
- c. A learning disability developmental disability, or other impairment? Yes No Refused
25. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help?

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR MENTAL HEALTH.	
IF THE RESPONDENT SCORE 1 FOR PHYSICAL HEALTH AND 1 FOR SUBSTANCE USE AND 1 FOR MENTAL HEALTH, SCORE 1 FOR TRI-MORBIDITY.	

26. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking? Yes No Refused
27. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication? Yes No Refused

IF YES TO ANY OF THE ABOVE, THEN SCORE 1 FOR MEDICATIONS.	
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28. YES or NO: Has your current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you have experienced? Yes No Refused

IF YES, SCORE 1 FOR ABUSE AND TRAUMA.	
Page Total C:	/6

Scoring Summary

	Subtotal	Results	
Page Total A		Score	Recommendations
Page Total B		0-3	No housing intervention
Page Total C		4-7	Assessment for Rapid Rehousing
Grand Total		8+	Assessment for Permanent Supportive Housing

APPENDIX B – PROGRAM APPLICATION

**CITY OF GARDEN GROVE
HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)
APPLICATION FOR RENTAL ASSISTANCE**

APPLICANT NAME:

Current Address:

City, State, Zip Code:

Home Phone:

Alternate Phone:

Email Address:

HOUSEHOLD COMPOSITION

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head.)

Member's Full Name	Relationship	Birthdate	Age	Sex	Social Security No.

PREFERENCE

Does the applicant meet any of the eligibility preferences?

- Individuals that score between 4 and 7 on the VI-SPDAT;
- Individuals that score an 8 and above on the VI-SPDAT but do not have a disabling condition keeping them from maintaining housing and employment.

ELIGIBILITY REQUIREMENTS

Eligibility is limited to individuals and families who meet the HUD Definition of homelessness as identified under the ESG Program (24 CFR 576.2) and meets the Garden Grove live/work preference.

The household qualifies for the programs Garden Grove live/work preference by:

- Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove;
- Regularly receiving supportive services from a provider located in Garden Grove;
- Staying in a park/streets/other location in Garden Grove and documented by an outreach team or HMIS;
- Holding a job in Garden Grove;

- Attending an education program meant to lead to self- sufficiency in Garden Grove (certificate/degree/diploma program);
- Children attending school located in Garden Grove;
- Living in your shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.

INCOME INFORMATION

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support; and Social Security, AFDC or other benefits)

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

ASSET INFORMATION

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (e.g.bank accounts, investments)	Cash Value of Asset	Annual Income from Asset

APPLICATION CERTIFICATION: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the [Program Administrator] to verify all information provided on this application.

Head of Household Signature	Date	Other Member Signature	Date
-----------------------------	------	------------------------	------

APPENDIX C - HOMELESS CERTIFICATION FORM

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM HUD's DEFINITION of HOMELESSNESS and CERTIFICATION

Household Name: _____ Date: _____

This is to certify the above individual or household is currently homeless based on the category checked and required documentation. ****THE GENERAL HOMELESS CERTIFICATION MUST BE COMPLETED FOR EACH HOUSEHOLD.**

****GENERAL HOMELESS CERTIFICATION**

*****Category 1 is eligible for Rapid Re-housing Assistance under the HEART Program***

CATEGORY 1: Literally Homeless

- Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; **or**
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs).
- To certify homeless status for the above, must provide documentation of 1 of the following:**
- Written observation by the outreach worker; **or**
 - Written referral by another housing or service provider; **or**
 - Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter (Form No. 5).
- Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution (**documentation must include one of the above forms of evidence AND 1 of the following**).
- Discharge paperwork **or** written/oral referral; **or**
 - Written record of intake worker's due diligence to obtain above evidence **and** certification by individual that they exited institution (Form No. 5).

*****Categories 2 thru 4 are considered "homeless" but receive assistance under Prevention***

CATEGORY 2: Imminent Risk of Homelessness

- Individual or family who will imminently lose their primary nighttime residence, provided that:
- (i) Residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.
- Documentation must include 1 of the following:**
- A court order resulting from an eviction action notifying the individual or family that they must leave; **or**
 - For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay (Form No. 5); **or**
 - A documented and verified oral statement.
- In addition to 1 of the above, documentation must include BOTH of the following:**
- Certification that no subsequent residence has been identified (Form No. 5); **AND**
 - Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing (Form No. 5).

CATEGORY 3: Homeless under Other Federal Statutes

- Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (i) Are defined as homeless under the other listed federal statutes;
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
 - (iii) Have experienced persistent instability as measured by 2 moves or more during the preceding 60 days; **and**
 - (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Documentation must include all of the following:

- Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; **and**
 - Certification of no public housing in the last 60 days; **and**
 - Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved 2 or more times in the past 60 days; **and**
 - Documentation of special needs **or** 2 or more barriers.
-

CATEGORY 4: Fleeing/Attempting to Flee Domestic Violence

- Any individual or family who:
- (i) Is fleeing, or is attempting to flee, domestic violence;
 - (ii) Has no other residence; **and**
 - (iii) Lacks the resources or support networks to obtain other permanent housing

Documentation required:

For victim service providers:

- An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification (Form No. 5) **or** a certification by the intake worker.

For non-victim service provider (must document all of the following):

- Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification (Form No. 5) **or** by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; **and**
 - Certification by the individual or head of household that no subsequent residence has been identified (Form No. 5); **and**
 - Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing (Form No. 5).
-

Intake Staff Signature: _____

Date: _____

APPENDIX D – GARDEN GROVE LIVE/WORK PREFERENCE FORM HOMELESS

GARDEN GROVE HOMELESS CERTIFICATION & LIVE/WORK REQUIREMENTS

To qualify for Garden Grove funded services, the individual or family **must** meet the Garden Grove live/work preference and meet one of the four categories identified in HUD’s homeless definition. To meet these requirements, agencies must complete the standard Declaration of Homelessness Status Form and verify the participant meets one of the live/work preference requirements listed below.

<p><u>Part 1</u></p> <p>Complete the standard Declaration of Homelessness Form and check the corresponding box below.</p>
<p><input type="checkbox"/> Category 1: Person or household lacks a fixed, regular, and adequate nighttime residence.</p>
<p><input type="checkbox"/> Category 2: Person or household who will imminently lose their primary nighttime residence.</p>
<p><input type="checkbox"/> Category 3: Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition.</p>
<p><input type="checkbox"/> Category 4: A person or household that is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individuals of households primary residence or has made the individual or household afraid to return to their primary residence.</p>
<p><u>Part 2</u></p> <p>Verify the person or household meets the Garden Grove live/work preference by checking one of the boxes. The live/work requirement must be verified by a third party and documented in writing. If the supporting documentation included in the standard Declaration of Homelessness Form meets this requirement, no additional work will be needed, merely check the corresponding box.</p>
<p><input type="checkbox"/> Staying in homeless shelter/bridge/transitional housing or other private dwelling in Garden Grove.</p>
<p><input type="checkbox"/> Regularly receiving supportive services from a provider located in Garden Grove.</p>
<p><input type="checkbox"/> Staying in a park/streets/other location in Garden Grove and documented by an outreach team.</p>
<p><input type="checkbox"/> Holding a job in Garden Grove.</p>
<p><input type="checkbox"/> Attending an education program meant to lead to self- sufficiency in Garden Grove.</p>
<p><input type="checkbox"/> Children attending school located in Garden Grove.</p>
<p><input type="checkbox"/> Living in your shelter outside Garden Grove, but there is evidence of homelessness in Garden Grove before intake at the shelter through HMIS database, outreach team contact, etc.</p>

APPENDIX E – RENTAL ASSISTANCE CONTRACT

HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM

RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Telephone Number:	UNIT NO. & ADDRESS	TENANT NAME
----------------------------------------------	--------------------	-------------

This HOME Rental Assistance Contract ("Contract") is entered into between _____ "Program Administrator" and the Tenant identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of the Contract shall begin on _____ and terminate at the end of six months.

2. SECURITY DEPOSIT

A. The Program Administrator will pay a security deposit to the Landlord in the amount of \$_____. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.

B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND PROGRAM ADMINISTRATOR

A. *Initial Rent.* The Program Administrator will provide rental assistance for an initial term of 6 months, which can be extended for additional periods of up to 3 months each, up to a total, cumulative term not to exceed 24 months in a three year period, all at the discretion of the Program Administrator. The initial total monthly rent payable to the Landlord for the six months of this Contract is \$_____.

B. *Rent Adjustments.* During the first 60 days of occupancy in the unit, the Tenant contribution toward rent, as identified in *C. Tenant Share of the Rent*, will remain unchanged. Each month thereafter, the rental assistance payment amount paid on behalf of the Tenant may be reduced by \$100. When the rental assistance payment is reduced, the Tenant is responsible for making up the difference in the payment. Tenants may request suspensions of their monthly rent increases. All requests will be reviewed by the Program Administrator and granted at their sole discretion. In evaluating whether or not to grant a request to suspend a

APPENDIX F – LEASE ADDENDUM

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

Administrator:

Contract/RSP Number:

Administrator Address:

Phone:

Tenant Name:

Unit Address:

Number of Bedrooms:

Landlord Name:

Landlord Address:

Phone:

Purpose of Lease Addendum. Tenant has been approved to receive rental assistance under the HOME Investment Partnerships (HOME) Program Tenant-Based Rental Assistance (TBRA) Activity administered by Administrator on behalf of the City of Garden Grove. The Lease for the above-referenced rental unit is hereby amended to include the provisions of this Lease Addendum, as follows:

1. **Conflict with Other Provisions of the Lease.** In the event of any conflict between the provisions of this Lease Addendum and any sections of the Lease, the provisions of this Lease Addendum prevail.
2. **Terms of Lease.** The rental term of the Lease begins on: _____ / _____ / _____ and terminates on _____ / _____ / _____, unless it is terminated sooner by one of the following events:
 - A. The Lease is terminated by Landlord in accordance with applicable state and local laws; or
 - B. The Lease is terminated by Tenant in accordance with the Lease; or
 - C. The Lease is terminated by mutual agreement of Landlord and Tenant during the term of the Lease; or
 - D. The HOME Rental Assistance Contract between Tenant and Administrator is terminated.
3. **Rental Assistance Payment.** The Program Administrator will provide rental assistance for an initial term of 6 months, which can be extended for additional periods of up to 3 months each, up to a total, cumulative term not to exceed 24 months in a three year period, all at the discretion of the Program Administrator. The initial total monthly rent payable to the Landlord for the first two months of this Lease Addendum is \$ _____.
 - A. *Payment Conditions.* The right of the owner to receive payments under this Lease Addendum shall be subject to compliance with all of the provisions of the Lease. The Landlord shall be paid under this Lease Addendum on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

1. the Lease unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
2. the Lease unit is leased to and occupied by the Tenant named above in this Lease Addendum.
3. the Landlord has not received and will not receive any payments as rent for the Lease unit other than those identified in this Lease Addendum.
4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

B. *Overpayments.* If the Program Administrator determines that the Landlord is not entitled to any payments received, in addition to other remedies, the Program Administrator may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Contract.

4. **Security Deposit.**

- A. Administrator has paid: \$ _____ directly to Landlord to be held as a Security Deposit paid on behalf of Tenant. Landlord will hold the Security Deposit during the period in which Tenant occupies the rental unit under the Lease. Landlord will comply with state and local laws regarding interest earned on Security Deposits.
- B. After Tenant's household has vacated the rental unit, Landlord may use the Security Deposit as reimbursement for rent or toward any other amounts payable by Tenant under the Lease, in accordance with state and local laws. Landlord will provide Tenant a written list specifying all damages, items, and amounts charged against the Security Deposit. Any Security Deposit amount remaining after the reimbursement to Landlord has been deducted shall be promptly refunded directly to Tenant.
- C. The Landlord shall immediately notify the Program Administrator when the Tenant has moved from the Leased unit.

5. **Utilities and Appliances.** Utilities and appliances are provided as indicated in the following table:

Description of Utility or Appliance	Included in Rent?		Paid for or Provided by	
	Yes	No	Landlord	Tenant
Heating (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Oil	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Air Conditioning	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Cooking (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Other Electric	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Water Heating (specify type) <input type="checkbox"/> Electric <input type="checkbox"/> Gas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

Description of Utility or Appliance	Included in Rent?		Paid for or Provided by	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Water	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Sewer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Trash Collection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Range	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Refrigerator	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

6. **Household Members.** ALL Household members authorized to live in this rental unit are listed below. Tenant may not permit other persons to join the household without notifying Administrator and obtaining Landlord's permission.

Full names of ALL household members:

1.	5.
2.	6.
3.	7.
4.	8.

7. **Housing Quality Standards.** The Landlord agrees to maintain and operate the Lease unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.

The Program Administrator shall have the right to inspect the Lease unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.

If the Program Administrator determines that the Landlord is not meeting these obligations, the Program Administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the Program Administrator's share of the rent and/or terminate the Lease.

8. **Termination of Tenancy.** Landlord may evict Tenant for cause in accordance with HOME Program requirements and applicable state and local statute. Landlord must provide all required notices to Tenant and provide copies of such notices to Administrator. Landlord must notify Tenant and Administrator in writing when eviction proceedings begin.

9. **Prohibited Lease Provisions.** The following provisions may not be included in or applied to the Lease, and may not be enforced by Landlord:

- A. *Confession of Judgment.* Tenant may not be required to consent to be sued, to admit guilt, or to accept or acknowledge a judgment in favor of Landlord in a lawsuit brought in connection with the Lease.

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

- B. *Treatment of Property.* Tenant may not be required to agree that Landlord may take or hold Tenant's property, or sell such property without notice to Tenant and a court decision on the rights of the parties.
- C. *Excusing Landlord from Responsibility.* Tenant may not be required to excuse Landlord or Landlord's agent from his/her legal responsibility for any action or failure to act, whether intentional or negligent.
- D. *Waiver of Legal Notice.* Tenant may not be required to agree that Landlord may institute a lawsuit without notice to Tenant.
- E. *Waiver of Court Proceedings for Eviction.* Tenant may not be required to agree that Landlord may evict Tenant and/or Tenant's family prior to:
 - i. the initiation of civil court proceedings in which the family has the opportunity to present a defense; or
 - ii. the receipt of a decision by the court on the rights of the parties.
- F. *Waiver of Jury Trial.* Tenant may not be required to authorize Landlord to waive Tenant's right to a trial by jury.
- G. *Waiver of Right to Appeal Court Decision.* Tenant may not be required to authorize Landlord to waive Tenant's right to appeal a court decision or waive Tenant's right to sue to prevent a judgment from being put into effect.
- H. *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Tenant may not be required to agree to pay attorney fees or other legal costs in the event Landlord files civil suit.
- I. *Mandatory supportive services.* Landlord may not require agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

10. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Program Administrator, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Program Administrator and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

11. PROGRAM ADMINISTRATOR AND HUD ACCESS TO LANDLORD RECORDS

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

A. The Landlord shall provide any information pertinent to this Lease which the Program Administrator or HUD may reasonably require.

B. The Landlord shall permit the Program Administrator or HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Lease Addendum.

12. RIGHTS OF PROGRAM ADMINISTRATOR IF LANDLORD BREACHES THE LEASE ADDENDUM

A. Any of the following shall constitute a breach of the Lease Addendum:

1. If the Landlord has violated any obligation under this Lease Addendum; or
2. If the Landlord has demonstrated any intention to violate any obligation under this Lease Addendum; or
3. If the Landlord has committed any fraud or made any false statement in connection with the Lease Addendum, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

B. The PHA's right and remedies under the Lease include recovery of overpayments, termination or reduction of payments, and termination of the Lease. If the Program Administrator determines that a breach has occurred, the Program Administrator may exercise any of its rights or remedies under the Lease Addendum. The Program Administrator shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.

C. Any remedies employed by the Program Administrator in accordance with this Lease Addendum shall be effective as provided in a written notice by the Program Administrator to the Landlord. The Program Administrator's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13. RELATION TO THIRD PARTIES

A. The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Lease Addendum, or as a result of any other action or failure to act by the Landlord.

B. The Landlord is not the agent of the Program Administrator and this Lease Addendum does not create or affect any relationship between the Program Administrator and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Lease Addendum.

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

C. Nothing in this Lease Addendum shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Lease Addendum or to asses any claim against HUD, the Program Administrator or the Landlord under this Lease Addendum.

14. CONFLICT OF INTEREST PROVISIONS

A. No employee of the Program Administrator who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure , or for one year thereafter, in this Lease Addendum or in any proceeds or benefits arising from the Lease Addendum or to any benefits which may arise from it.

15. TRANSFER OF THE LEASE ADDENDUM

A. The Landlord shall not transfer or assign this Lease Addendum in any manner, without the prior written consent of the Program Administrator. The Program Administrator shall give its consent to a transfer or assignment if the transferee agrees in writing (in a form acceptable to the Program Administrator) to comply with all terms and conditions of this Lease Addendum.

16. ENTIRE AGREEMENT: INTERPRETATION

A. This Lease Addendum contains the entire agreement between the Landlord and the Program Administrator. No changes in this Lease Addendum shall be made except in writing signed by both the Landlord and the Program Administrator.

B. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements .

17. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Lease Addendum during the Lease Addendum term.

B. The individual executing this Lease Addendum on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	Tenant (Type or Print):
(Signature/Date)	(Signature/Date)

LEASE ADDENDUM

HEART Program - Tenant Based Rental Assistance (TBRA)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

--

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Landlord

Date

Reasonable accommodations will be made for persons with disabilities and language assistance will be made available for persons with limited English proficiency.

APPENDIX G – IRS FORM W-9

APPENDIX H – GGHA PAYMENT STANDARDS

PAYMENT STANDARDS FOR AREA-WIDE PHAS

GGHA: Effective 11/1/18 for New Leases and 12/1/18 for Annuals

Bedroom Size	FMR's 10/1/18	GGHA NL 11/1/18 A 12/1/18	AHA Effective 10/1/18		SAHA 10/1/18	OCHA Effective 10/1/18		
			Regular	92808 Zip Code		Basic (1)	Central (2)	Restricted (3)
SRO*	1061	N/A	1061	1168	1040	1058	1058	1058
0	1415	1316	1415	1557	1387	1410	1410	1410
1	1632	1518	1714	1796	1599	1526	1656	1789
2	2037	1894	2037	2241	1996	1885	2016	2125
3	2862	2662	2862	3149	2748	2643	2779	2997
4	3304	3040	3304	3635	3172	3052	3052	3052
5	3800	3496	3800	4180	3648	3510	3510	3510
6	4296	3951	4296	4726	4123	3968	3968	3968

The FMRs for unit sizes larger than 4 BRs are calculated by adding 15% to the 4 BR FMR for each extra bedroom

AHA's New payment standards are set at 100% of FMR except one bedroom set at 105%; and are set at 110% for zip code 92808

As of 2/1/15 OCHA has three payment standards.

Basic Payment Standards: *The following cities qualify for Basic Payment Standards: Brea, Buena Park, Cypress, Fullerton, Laguna Woods, La Habra, La Palma, Los Alamitos, Orange, Placentia, Seal Beach, Stanton, Villa Park, Westminster, Yorba Linda, and unincorporated areas (e.g. Midway City) north of the 55 freeway.*

Central Payment Standards: *The following "central coast" cities qualify for Central Payment Standards: Costa Mesa, Fountain Valley, and Huntington Beach.*

Restricted Payment Standards: *The following "high rent areas" of the county qualify for Restricted payment Standards: Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Rancho Santa Margarita, San Juan Capistrano (including Capistrano Beach), San Clemente, Tustin, and unincorporated areas south of the 55 freeway.*

SAHA-Portability only

APPENDIX I – GGHA UTILITY ALLOWANCE

2019 Utility Allowance Schedule

The following Utility Allowances will be used by the Orange County Housing Authority (OCHA) for administration of the Housing Choice Voucher Program effective October 1, 2018.

Bedroom	0	1	2	3	4	5+
Gas						
Cooking	4	4	6	8	10	12
Heating	17	19	22	23	26	28
Water Heating	9	11	15	21	27	32
Electric						
Basic	25	29	43	58	74	91
Cooking	5	6	12	16	20	24
Heating	18	21	23	26	31	39
Water Heating	17	21	29	35	41	47
Other						
Water	32	34	47	66	86	105
Trash/Sewer	29					
Refrigerator	9					
Stove	7					

Orange County Housing Authority

1770 N. Broadway, Santa Ana CA. 92706 * Phone (714) 480-2700 FAX (714) 480-2945

APPENDIX J – SELF-SUFFICIENCY CASE MANAGEMENT POLICIES AND PROCEDURES

Appendix J - Self Sufficiency Case Management Policies and Procedures

Overview

The City of Garden Grove's (City) Homeless Emergency Assistance Rental Transition (HEART) Program (Program) is focused on assisting homeless household's secure supportive services and housing. Primarily, the program will serve:

- Individuals that score between a 4 and 7 on the VI-SPDAT and; or
- Individuals that score an 8 or above on the VI-SPDAT, but do not have a debilitating condition that would keep them from maintaining housing and employment.

To facilitate the delivery of HEART services, the City published a Request for Proposals (RFP) and to select two Program Operators (Operators) to administer the program through FY 2019-20. The goal of the program is to assist 20 individuals (10 each) in the first 12 months of operation.

The Program aims to provide tenant based rental assistance and self-sufficiency case management services to homeless households. During their time in the Program, households will work closely with a case manager to secure housing, develop an individualized service plan, and implement the plan in order to maintain housing after rental subsidy ceases.

Operators will request each eligible household receiving rental assistance payments to participate in self-sufficiency case management services. The self-sufficiency program provides participating households with intense case management, which is designed to assist participants move to self-sufficiency within a 12 month period, with the option to extend the Program an additional 12 months upon City approval.

The case management component is funded with Low/Moderate-Income Housing Trust Fund (LMIHTF) money and the housing component is funded with HOME funds. The HOME funds will be used to provide tenant-based rental assistance, for up to 24 months.

If the participating household's income exceeds the very low (50% AMI) income limits, the Operators must receive City approval to continue providing services. Eligible households that fail to participate in the Self –Sufficiency Program will not be allowed to receive rental assistance extensions.

The Operators will use their agency's respective case management models to carry out these services. Although the Operators will utilize their own models, they will be required to complete certain activities which are identified in the following sections.

Outreach and Program Referral

Prospective tenants for the program may be referred to the Operators through CES, or through the course of the Operators individual outreach and intake procedures. If being referred via CES, Operators must attempt to contact the individual within five (5) business days of the receipt of the referral. As part of the intake process, the Operators will complete a Coordinated Entry Intake form (**Attachment A**) for each member of the household, as well as review the individuals CES packet for completeness. If the packet is not complete, the Operators will be required to gathering the missing documentation in preparation for program acceptance.

Housing History and Search

As soon as a household is enrolled, the Operator will begin to work with the participant to identify housing history, barriers and goals, and identify housing. The Operator is responsible for assisting participants with the following:

- Assist participants in housing search which may include providing transportation to units (if needed)
- Help participants complete rental application paper work and submit to leasing agents
- Assist participants with preparing to make personal contact with landlords (including dress, cleanliness, and presentation) when applying for housing.
- Assist participants to follow up with landlords, once a unit is identified to ensure paperwork needed to secure the unit and move in is complete.

During this time, most of the focus of the case management relationship is on the housing search. However, participants may need other supports, including assistance gaining income, handling health or mental health issues, or other needs.

Case Management Approach

The self-sufficiency case management shall provide the support necessary to help the household retain housing once it is secured, to secure resources and make connections in the community that can sustain them after the program is over. The program is intended to be compassionate, individualized and "Housing First" oriented. Nonetheless, to achieve the income levels or other supports needed to sustain housing, participants are expected to be actively engaged in whatever self-determined goals they have set in their individualized service plan.

Using the VI-SPDAT as a guide, the Operator's staff will work with the households to develop an Individualized Service Plan (**Attachment A**). The individualized service plan is prepared at the time of move-in and should be updated as frequently as necessary to reflect changing situations. The plan outlines the household's goals to stabilize in their housing in key areas. Some examples of key areas are the following:

- Increase income through employment, benefits or a combination of the two, as needed to sustain housing
- Outpatient physical and/ or mental health services
- Outpatient substance abuse treatment services
- Landlord mediation and credit building
- Transportation assistance
- Education services including consumer education, health education, substance abuse prevention, literacy, ESL and GED
- Employment assistance and job training
- Life skills training such as budgeting, money management, household management, nutrition, and other skills that may never have been learned or have been lost
- Other self-established priorities

Supportive Service Referral Procedures

A household's need for supportive services will be addressed in case management sessions. The program operator's staff will be trained on resources that are available in the community and have access to electronic and other resource guides.

Once a need is identified, the Operator will provide the household with a list of resource referrals, primary contact information and any other important information related to accessing the service. Households with a lower level of acuity may opt to access the resource on their own. Households with a higher level of acuity may be provided additional support to access the resource including arranging appointments and transportation to the service site. Households may be provided transportation assistance via a bus voucher or gas card, as funding permits.

Once the Operator has provided a household with a resource referral they will include this referral in their case management meeting notes. At the subsequent case management session, the programs operator's staff will inquire as to the success of the resource connection. Here they will address and problem solve any remaining challenges that may hinder the households ability to access the resource and provide additional support where and as needed. The Operator will note the outcome of each resource referral in both the case notes and in the HMIS record.

Case Management Meetings

The frequency of case management meetings is determined by each households need. Operator's staff will meet with households a minimum of once bi-monthly. These meetings are mandatory and a participant can request more frequent meetings. Case Management meetings should be face-to-face and held in a safe and private location. If the Operator's staff is unable to meet with the client and, instead, connects with them over the phone, the reason must be documented in the case file.

These meetings will be used to assist household in obtaining appropriate supportive services, as well as connect them to other federal, state, local and private benefits and services for which they may be eligible. Households will work closely with Operators to set individualized service goals and create a plan to maintain housing.

Case Management Files, HMIS and Reporting

The following outlines policies for Case Management Files and Data Collection.

- All HUD mandated information will be entered into the HMIS system per 211 OC requirements.
- At program entry, households will complete a standard HMIS intake form and sign an HMIS Consent form that is kept in the case file.
- Case Management Databases will be updated at least monthly
- Quarterly data reviews will be conducted to ensure data quality and to evaluate program effectiveness.
- All case management information must be kept confidential and information should not be disclosed to anyone outside the program operators staff without a signed disclosure form
- All client's personal information should be protected and only shared even among program operator staff when necessary to ensure the client receives quality assistance
- All meetings must be documented in case notes and include:
 - date of meeting
 - overview of meeting content
 - observations/concerns
 - status of service plan progress and goals
 - staff initials
- Case notes should clearly connect to the households stated housing and other goals.
- All supportive services received by households must be clearly documented in their case file.
- Operators will maintain adequate records of services in sufficient detail to demonstrate compliance with the policies and procedures of the program. These records shall be retained for 7 years from the date service provision stops.

Termination of Assistance

Rental assistance and case management services can be terminated for the following reasons:

- Failure to comply with HEART Program Guidelines and/ or Client Participation Agreements including disengagement in client services.
- Eviction from the assisted rental unit based on behavioral issues and/or unlawful activity.
- The participant no longer qualifies, based on income eligibility, for assistance at semi-annual re-certification.

Another rental assistance program such as the Section 8, Permanent Supportive Housing (PSH), Tenant-Based or Project-based program will assist the individual. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must terminate.

Performance Measurements

The City will evaluate the impact of the HEART program on homeless individuals at the end of the pilot period to determine the merits of extending the program and the effectiveness of services provided by the Operators. Listed below are the key indicators the program will use to assess the program effectiveness.

Performance Measurements
of individuals receiving tenant based rental assistance.
of individuals receiving case management, including the development of an individualized case management plan.
of individuals who achieved one or more goals from their case management plan.
of individuals who obtained employment or enrolled in an educational/ training program.
of individuals who obtained health insurance due to case management services.
of individuals with higher income at program exit than at program entry.
of individuals with more non-cash benefits at program exit than at program entry.
of individuals that successfully complete the program and maintain their housing without assistance for at least 12 months.
of individuals that successfully complete the program but need permanent housing assistance.

Attachment A – Individualized Service Plan Tool

Strengths Assessment

Today's Date: ____/____/____

Member's Full Name: _____

Case Manager's Full Name: _____

Updated Month When Updated Assessment Due: Jan Feb March April May June July Aug Sep Oct Nov Dec

Aspirations and Desires: (What do I want?)	Current Status:	Personal and Social Resources: (What have I used in the past?)	Current Challenges:	How Can Staff Assist:	Family/Collateral Support: If yes, how?
Housing					<input type="checkbox"/> Release of information obtained
Transportation					
Vocational/Educational					
Money Management					
Legal					

Strengths Assessment

Aspirations and Desires: (What do I want?)	Current Status:	Personal and Social Resources: (What have I used in the past?)	Current Challenges:	How Can Staff Assist:	Family/Collateral Support:
Personal Relationships / Social Support (Past/Current)					
Wellness/Recovery (Medical, dental, vision, mental, substance use)					
Leisure/Spiritual/Hobbies					

_____ / /
 Member's Signature & Date

_____ / /
 Case Manager's Signature & Date

Personal Goal Plan

Member's Full Name: _____

Today's Date: ____/____/____

Case Manager's Full Name: _____

Planned Frequency of Contact: _____

Update month when updated goals are due: Jan Feb March April May June July Aug Sep Oct Nov Dec

My Long Term Goal (Client Quotes): Smart Goals: Specific, Measurable, Attainable, Realistic, Time bound				
Short-Term Goal(s):	Client Will Participate By:	Advocate Will Participate By:	Family/Collateral/Social Supports to Help with Goal: How:	Goal Outcomes:
				What Worked? What Didn't Work? Initial: Date:
				What Worked? What Didn't Work? Initial: Date:
				What Worked? What Didn't Work? Initial: Date:
				What Worked? What Didn't Work? Initial: Date:

_____/____/____
Member's Signature & Date

_____/____/____
Case Manager's Signature & Date