

## **SUBRECIPIENT AGREEMENT**

### **HOMELESS EMERGENCY ASSISTANCE RENTAL TRANSITION PROGRAM (HEART)**

This SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into as of July 1, 2020 ("Effective Date") by and between the CITY OF GARDEN GROVE, a municipal corporation ("City"), and INTERVAL HOUSE CRISIS SHELTERS, a California nonprofit public benefit corporation ("Subrecipient").

#### **RECITALS**

- A. City is a California municipal corporation organized under the laws of the State of California.
- B. City has received funds ("HOME Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, et seq., and the implementing regulations set forth in 24 CFR § 92.1, et seq. (together, "HOME Program") for the purposes of strengthening public-private partnerships to provide more affordable housing, and particularly to provide decent, safe, sanitary, and affordable housing for very low income and lower income citizens of Garden Grove in accordance with the HOME Program. As used herein, the HOME Program includes the HUD Final Rule set forth at 78 FR 142, adopted July 24, 2013, which adopts substantial amendments to the HOME Program regulations set forth at 24 CFR Part 92.
- C. City is currently implementing a coordinated multi-year strategy to provide financial assistance to eligible very low income individuals, families, and households to enable them to secure housing available at an affordable housing cost in the City.
- D. City has developed and seeks to implement a Homeless Emergency Assistance Rental Transition ("HEART") pilot program that combines the resources and experience of expert service providers with City subsidies including HOME Funds and Low/Moderate-Income Housing Trust Funds ("LMIHTF"). The main goal of the HEART Program is to assist homeless individuals and families achieve self-sustainability via rental assistance and supportive services.
- E. The housing component of the HEART Program is a Tenant-Based Rental Assistance ("TBRA") program and follows all the requirements of the HOME Program. Once housed, the HEART Program will provide participants with services to help them maintain successful tenancy, comply with lease requirements and adjust to their new environment. Additionally, the HEART Program will provide wrap-around case management services that address the specific needs of each individual participant.
- E. City wishes to engage the Subrecipient to assist the City in utilizing HOME Funds to provide tenant based rental assistance, security deposit assistance and utility assistance to

homeless residents of the City, in accordance with the terms and provisions set forth in this Agreement.

- F. In addition to HOME Funds, City wishes to use LMIHTF allocated to it by the Garden Grove Housing Authority, to fund administrative and programmatic costs that are ineligible under the HOME Program regulations to provide the wrap-around services of the HEART Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## **ARTICLE 1 SCOPE OF SERVICES**

- 1.1 Scope of Services.** During the entire Term (defined below) of this Agreement, Subrecipient shall administer the HEART Program as a component of the City's HOME-funded TBRA, all in accordance with this Article 1 (collectively, the "Services") and the HEART Operating Guidelines attached hereto as **Exhibit C**. In connection with the Services, Subrecipient shall comply with all requirements of the HOME Program, this Agreement, and all applicable federal, state and local laws and regulations. Subrecipient shall further take all reasonable actions necessary to enable City to comply with City's obligations under the HOME Program relating to the HEART Program. The Subrecipient shall perform the Services set forth in this Article 1 in furtherance of the HEART Program.
  - (a) **Administrative Cost Reimbursements.** City will reimburse the Subrecipient for HOME Program allowable costs incurred in administering the HEART Program, which are associated with the determination of income eligibility, pursuant to 24 CFR 92.203 and property inspections under HQS, codified per 24 CFR 982.401. Administrative costs incurred in administering the HEART Program that are ineligible under the HOME Program will be reimbursed from a non-HOME Program funding source, or LMIHTF. The administrative costs to be reimbursed from the LMIHTF include Intake Assessments, Housing search, Case Management, Self-Sufficiency and related services and overhead.
  - (b) **HOME Matching Contribution.** Subrecipient acknowledges that City will use HOME Funds to pay the Subsidy Payments and that the HOME Program, specifically 24 CFR 92.218 through 24 CFR 92.222, requires the City to make a HOME Matching Contribution. Except for HOME Funds and LMIHTF received pursuant to this Agreement, Subrecipient shall use its best efforts to use non-federal moneys to fund the administrative and other activities of the Subrecipient and thereby to satisfy as much of the HOME Matching Contribution requirement as possible. Specifically, Subrecipient will use best efforts to satisfy any remaining amounts of the HOME Matching Contribution required as a result of this Agreement (\$31,250 of eligible matching expenses paid using non-Federal moneys that satisfy the HOME Matching Contribution requirements).

Subrecipient shall deliver documentation to City to evidence the Subrecipient's HOME Matching Contribution in each quarterly progress report submitted by Subrecipient pursuant to Section 2 of **Exhibit B** and shall maintain records documenting Subrecipient's compliance with such requirements pursuant to Section 1 of **Exhibit B**.

- (c) **Non-Exclusive Agreement.** The City may enter into funding agreements similar to this one with other subrecipient participants for the administration of the HEART Program from time to time, and shall have no obligation to notify or obtain Subrecipient's consent to such arrangements.

## 1.2 **Marketing and Outreach; Application Process.**

- (a) **Marketing and Outreach.** Subrecipient shall undertake affirmative marketing and outreach activities to find prospective Eligible Households interested in the HEART Program, all in accordance with HUD's Affirmative Fair Housing and Marketing regulations. Subrecipient shall describe its marketing and outreach efforts in quarterly progress reports submitted to the City under this Agreement.
- (b) **Waiting List.** Subrecipient shall maintain a waiting list of prospective Eligible Households. The waiting list shall be prioritized first based on the most urgent need as set forth in the HEART Program Operating Guidelines, prospective Eligible Households of equally urgent need will be helped on a first come-first served basis, based on the date and time of referral or initial direct contact with the Subrecipient.
- (c) **Intake Process.** Upon being contacted by a prospective Eligible Household recruited through Subrecipient's affirmative marketing and outreach efforts, Subrecipient shall meet with Eligible Households to fill out the Coordinated Entry Intake Form (**Appendix A**), HEART Program application and other documentation described below, assist prospective Eligible Households with the completion of the application and gross income calculation worksheet, and qualify Eligible Households for the HEART Program. Subrecipient shall provide every prequalified Eligible Household with all of the following documentation:
  - (i) Application in the form attached to the HEART Program Operating Guidelines as **Exhibit C**, or as otherwise approved in writing by the Director of Economic and Community Development (or his/her designee) on behalf of the City ("Director"). The application shall solicit information regarding each applicant household's income and assets, household size and composition (number of children and adults), names of household members, Housing Unit (defined below) size and location preferences, specific needs and considerations, and a race/ethnicity survey.
  - (ii) Declaration of Homelessness Status in the forms attached to the HEART Program Operating Guidelines as **Appendix C**.

- (iii) Gross Income Calculation Form in the form attached to this Agreement as **Exhibit D**.
  - (iv) Household Budget Worksheet in the form attached to this Agreement as **Exhibit E**.
  - (v) Lead-Based Hazard Information Pamphlet "Protect Your Family from Lead in Your Home" attached to this Agreement as **Exhibit F**.
- (d) **Guidance for Eligible Households.** Subrecipient shall meet with prospective Eligible Households throughout the application process and shall continue to meet with and counsel each Eligible Household regarding the HEART Program, the Eligible Household's responsibilities as participants of the HEART Program, and the goals and objectives of the HEART Program.

**1.3 Determination of Eligibility.** Subrecipient shall qualify all Eligible Households in accordance with the selection criteria described in this Section. Further, for all Eligible Households Subrecipient shall implement the selection criteria and policies in compliance with the City's Consolidated Plan and the City's housing needs and priorities.

- (a) **Eligible Household.** As used in this Agreement, "Eligible Household" refers to very low-income households (50% AMI) that meet the live/work preference of the City of Garden Grove and that are currently homeless.
  - (i) As used in this Agreement, "homeless" is defined at 24 CFR 576.2 as defined by HUD.
  - (ii) For purposes of determining eligibility for the HEART Program, a prospective Eligible Household's (or for continuing compliance, a participating Eligible Household's) 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. For purposes of this Agreement, 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 (and for a participating household, income anticipated for the 12 months following verification described in §1.3(b)(ii) below.) When collecting income verification documentation, Subrecipient may also consider any likely changes in income.
  - (iii) For purposes of this Agreement and the HEART Program, income limits for very-low income households are established annually by HUD for the Orange County income limit area.

- (b) **Income Verification.**
- (i) **Initial Verification.** To determine if Program applicants (collectively, "Applicants") are income-eligible, Subrecipient must verify each Applicant's household income using source documentation such as wage statements, interest statements, unemployment compensation statements, bank account statements, and other documentation types approved by HUD. Once an initial income verification is completed, the Subrecipient is not required to re-examine the Eligible Household's income unless six months has elapsed before assistance is provided.
- (ii) **Six Month Eligibility Verification.** Subrecipient shall re-certify income and re-qualify each Eligible Household, including examination of source documentation as described above, every six months during the term of such Eligible Household's participation in the HEART Program. 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 Subrecipient must obtain approval from the City before rental assistance is continued.
- (c) **Connection to Garden Grove.** Eligible Households assisted under the HEART Program must satisfy at least one of the following criteria, as identified in **Appendix D** of the HEART Program Operating Guidelines:
- Regularly receiving supportive services from a provider located in Garden Grove;
  - Staying in homeless shelter/bridge/transitional housing or other private dwelling 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 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.
- (d) **Verification of Eligibility.** Subrecipient shall collect and examine source documentation submitted by the applicant to verify the identity of the members of the Eligible Household and that the Eligible Household has significant ties to the City of Garden Grove as described in Section 1.3(c). Subrecipient shall make a determination that the Eligible Household is currently experiencing homelessness, as defined 24 CFR 91, 582 and 583, based on caseworker observations and certification and Applicant certification.

- (e) **Notice of Eligibility Determinations.** Subrecipient shall provide written notice to each Applicant stating whether such Applicant was determined to be eligible for assistance under the HEART Program. Applicants determined to be ineligible for Program assistance shall have an opportunity to appeal the determination to the Director.

#### 1.4 Selection of Housing Units.

- (a) **Housing Unit Selection.** Subrecipient shall assist Eligible Households with finding and selecting an appropriate housing unit (each a "Housing Unit") that meets federal housing quality standards ("HQS") or such other standards as may be made applicable to the HEART Program by HOME Program statutes and/or regulations, specifically including Uniform Physical Condition Standards (UPCS), and that satisfies the requirements of the HEART Program, HOME Program and this Agreement. Eligible Households shall also be entitled to find a Housing Unit for themselves, subject to compliance with the requirements of the HEART Program, HOME Program and this Agreement; however, the parties anticipate that in most cases, Subrecipient shall be responsible for locating and qualifying an appropriate Housing Unit for occupancy by each Eligible Household. Subrecipient may refer Eligible Households to appropriate Housing Units but may not require an Eligible Household to select a particular Housing Unit. Subsidy Payments under this Agreement are portable within the City. Subrecipient's obligations under this Section 1.4 apply to each Housing Unit to be occupied by an Eligible Household receiving Subsidy Payments hereunder.
- (b) **Housing Unit Size; Occupancy Standards.** Housing Unit selection shall comply with the following "Occupancy Standards" for the applicable Eligible Household: No more than two persons per bedroom plus one may occupy the Housing Unit. Thus, no more than three persons may occupy a one bedroom Housing Unit; no more than five persons may occupy a two-bedroom Housing Unit; no more than seven persons may occupy a three-bedroom Housing Unit; no more than nine persons may occupy a four-bedroom Housing Unit. Additionally, no fewer than one person per bedroom may occupy a Housing Unit, as follows: no fewer than one person may occupy a one bedroom Housing Unit; no fewer than two persons may occupy a two-bedroom Housing Unit; no fewer than three persons may occupy a three-bedroom Housing Unit; no fewer than four persons may occupy a four-bedroom Housing Unit.
- (c) **Property Inspection.** Prior to occupancy of any Housing Unit by an Eligible Household, and again during the annual (or more often) verification process, Subrecipient shall cause a certified HQS inspector to inspect each Housing Unit occupied or to be occupied by an Eligible Household to ensure the Housing Unit complies with HQS as set forth in the HOME Program, including without limitation 24 CFR 92.251, as well as all applicable state and local codes and ordinances, including zoning ordinances. Subrecipient shall provide the City

with documentation of each HQS inspector's certification. Each HQS inspection shall include all of the following:

- (i) Complete HQS Inspection Checklist in the form attached as **Exhibit G**, including a rating for the Housing Unit of Pass, Pass with Comment, or Fail;
  - (ii) Lead-based hazard assessment, dissemination of lead-based hazard information pamphlet and disclosure form and lead-based hazard reduction activities, if required by the HOME Program or applicable federal, state and/or local laws;
  - (iii) Adequate opportunity for the Landlord (defined below) to correct any deficiencies indicated in the HQS Inspection Form to bring the Housing Unit into compliance with HQS requirements;
  - (iv) Verification that occupancy by the Eligible Household will comply with the Occupancy Standards set forth in Section 1.4(b); and
  - (v) Certification of rent reasonableness regarding the rent being charged for the Housing Unit based on comparable non-assisted Housing Units in the same area. Subrecipient shall perform the rent reasonableness review subject in each instance to review and approval by the City. City may elect to perform the rent reasonableness reviews on behalf of Subrecipient by providing written notice to Subrecipient. The rent charged under the written lease agreement for the Housing Unit shall conform to the City's adopted rent standard pursuant to 24 CFR 92.209(h)(3)(ii), which is based on local market conditions. The contract rent for Housing Units that are restricted to an affordable rent by agreement with the City or the Garden Grove Housing Authority or by regulation or ordinance, or otherwise, shall be likewise restricted to such affordable rent in accordance with the contractual, statutory or regulatory restrictions governing the permitted rents for such Housing Units and the Rental Assistance Subsidy Payment shall be limited and calculated accordingly, as described in Section 1.5(a), below.
- (d) **Coordination with Landlords.**
- (i) **Landlord Guidance.** Subrecipient shall meet with and provide guidance to the property owners, property owners' representatives, or property management companies hired by property owners (each a "Landlord" and collectively referred to as "Landlords") participating in the HEART Program regarding the HEART Program requirements and procedures that impact Landlords.

- (ii) **Rental Assistance Contract.** Subrecipient shall enter into a Rental Assistance Contract with each participating property owner/Landlord in substantially the form attached to the HEART Program Operating Guidelines as Appendix E. The Rental Assistance Contract will establish the Subsidy Payments to be made by Subrecipient on behalf of the Eligible Household as well as the Eligible Household's initial share of the contract rent. The Rental Assistance Contract shall further establish the terms and conditions under which the Subsidy Payments shall be paid to the Landlord for the applicable Housing Unit, including applicable HOME Program requirements. The Rental Assistance Contract shall have an initial term of 6 months, subject to extensions approved by Subrecipient and City (as applicable) pursuant to the HEART Program Operating Guidelines.
- (iii) **Lease Addendum.** Subrecipient shall require each Landlord to enter into a lease agreement with a term of 12 months with any Eligible Household occupying a Housing Unit owned and/or managed by such Landlord, which lease agreement shall include a Lease Addendum in substantially the form attached to the HEART Program Operating Guidelines as Appendix F, or an updated form of Lease Addendum as may be prepared and provided by the City to the Subrecipient, and then by Subrecipient to Landlord. The Lease Addendum shall be executed in connection with the lease agreement between the Landlord and Eligible Household and shall set forth the terms of the Subsidy Payments to be paid by Subrecipient to the property owner/Landlord on behalf of the Eligible Household, shall confirm the obligations of the Eligible Household regarding payment of rent, utilities and appliances, rules and regulations of tenancy and shall confirm the Landlord's obligation to maintain the Housing Unit in accordance with HQS and in compliance with this Agreement, shall require Landlord to provide Subrecipient with notice of a lease termination, shall prohibit discrimination by the Landlord against the Eligible Household, and shall set forth the lease provisions prohibited by the HOME Program. Subrecipient shall review the rental agreement to confirm its compliance with state law and all HOME Program requirements; if the Landlord's form of rental agreement is not acceptable (and any deficiencies are not remedied by the Lease Addendum), Subrecipient shall require the Landlord and Eligible Household to enter into a lease agreement that complies with state law and the HOME requirements, as approved by the City's Director.

**1.5 Subsidy Payments.** Subrecipient shall make rent payments, security deposit payments and/or utility deposit payments, as applicable (collectively, the "Subsidy Payments"), to Landlords and/or to utility providers, as applicable, on behalf of Eligible Households. Subsidy payments must be provided in accordance to the HEART Program Operating Guidelines. Eligible Households are not expected to repay Subsidy Payments received



pursuant to the HEART Program. Except as may be permitted by the HOME Program, Subrecipient's sole remedy in the event of noncompliance or breach by an Eligible Household shall be non-renewal of assistance under the HEART Program.

- (a) **Rental Assistance Calculation.** Subrecipient shall calculate the "Rental Assistance" payments to be paid on behalf of each Eligible Household under this Agreement. The calculation will determine each Eligible Household's initial program subsidy and share of rent. The initial household rent is equivalent to the maximum subsidy amount allowed under the HOME regulations and is calculated as the difference between 30% of the Eligible Household's gross monthly income and the payment standard for the size of the unit.
- (b) **Payment Standards.** Subrecipient must use the Garden Grove Housing Authority's current payment standards as set forth in the GGHA Payment Standards attached to the HEART Program Operating Guidelines as Appendix G. The Garden Grove Housing Authority's payment standards represent the cost of rent and utilities for moderately priced units in Garden Grove. Payment standards are established by bedroom size.
- (c) **Utility Allowance.** When utilities are included in the cost of renting a unit, that is, the owner assumes responsibility for payment for all utility services, the Eligible Households 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 Eligible Household is directly responsible for payment of utility services, the Eligible Household's initial share will be determined by subtracting a utility allowance from 30% of the Eligible Household's gross monthly income. The Subrecipient must use the Garden Grove Housing Authority's Utility Allowance Schedule attached to the HEART Program Operating Guidelines as Appendix H.
- (d) **Term.** The Subrecipient will provide rental assistance for an initial term of 6 months, which can be extended in 3 month intervals, up to a total of six times, for a cumulative term of up to 24 months. Extensions will be granted at the discretion of the Subrecipient and shall be based on continued program compliance and ongoing need.
- (e) **Security Deposit Assistance.** Subrecipient may provide security deposit assistance to each Eligible Household. It is anticipated that Subrecipient shall provide Security Deposit Assistance to each Eligible Household in an amount of up to the lesser of: (i) two months' approved rent for the Housing Unit or (ii) the standard security deposit required by the Landlord for non-subsidized tenants. The lease agreement must provide that the security deposit is refundable in accordance with state law. Security deposit refunds shall be provided by the Landlord directly to the Eligible Household. Any disputes involving the return, or lack thereof, of a security deposit shall be settled by Eligible Household and landlord, as provided for in the lease.

- (f) **Utility Deposit Assistance.** Subrecipient may provide utility deposit assistance on behalf of each Eligible Household. It is anticipated that the Subrecipient will provide utility deposit assistance to each Eligible Household in the full amount of any utility deposit required for electricity, gas, and/or water service to the utility provider when needed to assist the Eligible Household in establishing tenancy. Utility deposit assistance may be provided only if the following requirements are met:
  - (i) Utility deposit assistance is only available where rental assistance and/or security deposit assistance are also being provided.
  - (ii) Utility deposit assistance shall be paid directly to the Landlord or utility provider, as applicable, on behalf of the Eligible Household. Utility deposit refunds shall be returned directly to the Eligible Household.

## 1.6 Termination of Assistance and Returning Eligible Households.

- (a) **Termination of Rental Assistance.** Subrecipient may terminate assistance under the HEART Program for any of the following reasons:
  - (i) Eligible Household is evicted from the Housing Unit based on behavioral issues or unlawful activity;
  - (ii) Eligible Household will be assisted by another rental assistance program such as the Section 8 Tenant-Based or Project-Based Programs. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME funded rental assistance must be terminated.

## 1.7 Returning Eligible Households.

As needed, Eligible Households may be allowed to return to the program for rental assistance. A determination to allow re-entry shall be based on the following criteria:

- (a) Eligible Households must have left the program in good standing. To be in good standing, Eligible Households 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, Eligible Households will not be allowed to re-enter the program if they were terminated for non-compliance.
- (b) At the discretion of the Subrecipient, a request for readmission from a prospective Eligible Household previously terminated due to non-compliance may be considered when compelling reasons exist. In such cases, re-admission will require concurrence from the City.

- (c) Eligible Households may not return if the previous rental assistance was provided for more than 24 months. Cumulatively, Eligible Households may not receive rental assistance for more than a cumulative period of 24 months unless such assistance is both permitted by the HOME Program and approved by the City.

### **1.8 Additional Requirements.**

- (a) **Self-Sufficiency Program.** Subrecipient shall require each Eligible Household receiving Subsidy Payments from the Subrecipient to participate in a "Self-Sufficiency Program" administered by Subrecipient in accordance with the HEART Program Self Sufficiency Case Management Policies and Procedures attached to the HEART Program Operating Guidelines as Appendix I. Failure of an Eligible Household that is already receiving Subsidy Payments to participate in the Self-Sufficiency Program shall not be grounds for termination of the Subsidy Payments, but may be grounds for non-renewal of Subsidy Payments upon expiration of the subsidy term.
- (b) **No Fees.** Subrecipient may not charge fees to any Eligible Household for the Services, Subsidy Payments, Self-Sufficiency Program or other services or assistance to be provided to Eligible Households under this Agreement.

### **1.9 Schedule of Performance.** Subrecipient shall use its best efforts to perform the Services in accordance with the following schedule:

- (a) Marketing and outreach activities required by this Agreement shall commence immediately upon execution of this Agreement.
- (b) Subrecipient shall qualify Eligible Households, conduct HQS inspections, approve Housing Units, and move Eligible Households into approved Housing Units in accordance with the following milestone schedule:
  - (i) Subrecipient shall process intake paperwork for and verify eligibility for Program assistance ("Enroll") for not fewer than ten (10) Eligible Households within one (1) year following execution of this Agreement. The Subrecipient and the City anticipate that ten (10) Eligible Households will be assisted through the HEART Program pursuant to this Agreement within such time period. As program income becomes available and/or additional HOME Funds are contributed to the HEART Program, Subrecipient shall use diligent efforts to Enroll additional Eligible Households within not more than three (3) months following written notice from the City that such additional funds are expected to become available.
  - (ii) Subrecipient shall assist each Enrolled Eligible Household in finding an appropriate Housing Unit and shall conduct an HQS inspection of such

Housing Unit, all within two (2) months following Enrollment of such Eligible Household.

- (iii) Subrecipient shall commence providing Subsidy Payments on behalf of each Eligible Household and shall assist each Eligible Household to move into an HQS-inspected and approved Housing Unit, all within three (3) months following Enrollment of such Eligible Household.
- (c) Subrecipient shall cause each Eligible Household to commence participation in the required self-sufficiency program immediately upon Enrollment of such Eligible Household, whether or not such Eligible Household has yet moved into a Housing Unit and received the benefit of Subsidy Payments hereunder.

**1.10 City Oversight and Approval Rights.** City shall have the right, by written notice to Subrecipient at any time during the Term of this Agreement, to require City review and/or preapproval of any of the Services to be performed by Subrecipient hereunder, including for example income determinations, qualification of applicants as "Eligible Households," qualification of Housing Units, determination of reasonable rents, etc., to ensure compliance with the HEART Program, the HOME Program, or other applicable requirements.

## **ARTICLE 2 TERM**

**2.1 Term.** Services of the Subrecipient under this Agreement shall start on July 1, 2020, and end on the earlier to occur of (a) June 30, 2021 or (b) the date the full amount of HOME Funds available under Section 3.2(a) below has been disbursed to Subrecipient and expended by Subrecipient to provide Subsidy Payments pursuant to this Agreement ("Term"), unless this Agreement is earlier terminated pursuant to Section 8.3. The Term of this Agreement and the provisions herein shall be further extended to cover any additional time period during which the Subrecipient remains in control of HOME Funds or other HOME assets, including program income.

## **ARTICLE 3 BUDGET AND PAYMENTS**

**3.1 Budget.** Subrecipient has submitted a budget to City for approval ("Budget"), which sets forth the estimated timing and use of the HOME Funds and LMIHTF contributed by the City pursuant to this Agreement. The Budget is attached hereto as **Exhibit A**. Any amendments to an approved Budget for the Services must be approved by the Director or his/her authorized designee. In the event this Agreement is extended past the initial Term or any additional moneys will be contributed to the HEART Program by City pursuant to this Agreement, Subrecipient shall prepare and submit to the Director for approval an updated Budget for such additional moneys. Subrecipient shall prepare a Budget, for approval by Director, for each year during which this Agreement remains in effect. The City may require a more detailed line item breakdown of the

Budget than the one contained herein, and the Subrecipient shall provide such supplementary information about the Budget in a timely fashion in the form and content prescribed by the City.

**3.2 Reimbursement of Subsidy Payments.** City shall reimburse Subrecipient for Subsidy Payments actually disbursed to or on behalf of Eligible Households pursuant to this Agreement and in accordance with line items on the approved Budget or as otherwise approved by the City's Director. City shall have no obligation to reimburse Subrecipient for administrative costs or expenses incurred by Subrecipient to manage or implement the HEART Program or this Agreement, for the cost of social or supportive services provided to Eligible Households hereunder, or for any other costs or expenses incurred by Subrecipient in connection with its activities under this Agreement. City's payment obligations hereunder shall be limited to the actual amount of Subsidy Payments disbursed by Subrecipient in accordance with the terms of this Agreement and the approved Budget. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

(a) **Amount of Payments.** It is expressly agreed and understood that the total amount of HOME Program funds to be paid by the City under this Agreement shall not exceed \$250,000.00. The amount of LMIHTF to be paid by the City under this Agreement shall not exceed \$50,000.00. The dollar amounts stated herein may be increased by written amendment of this Agreement, signed by an authorized representative of Subrecipient and the Director.

(b) **Requests for Payments.** To receive each payment under this Agreement, Subrecipient shall submit to the City a written reimbursement request or invoice in a form approved by City, along with such supporting documentation as may be requested by the City to verify Subrecipient's performance of the Services for which the payment is requested. Reimbursement requests shall be submitted no more frequently than two times per month. Payments will be adjusted by the City in accordance with fund advances, if any, and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

**3.3 Payments Subject to Availability of HOME Funds.** City's obligation to provide payments to Subrecipient hereunder is subject to City's receipt of HOME Funds from HUD pursuant to the HOME Program.

**3.4 Accounting.** Subrecipient shall, upon request, provide City with an accounting report, in form and content reasonably satisfactory to City, of any funds disbursed by City pursuant to Section 3.2.

## ARTICLE 4 INSURANCE AND INDEMNIFICATION

- 4.1 Insurance.** Subrecipient shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the City. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier or the Subrecipient to notify the City of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance.** For the duration of this Agreement, Subrecipient and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the City, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts.** Subrecipient shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the City, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the City;
  - (b) Automobile liability in an amount not less than of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable). Insurance companies must be approved by the City, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the City.
  - (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, Subrecipient shall obtain continuing insurance coverage for the prior acts or omissions of Subrecipient during the course of performing services under the term of the Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.
  - (d) An Additional Insured Endorsement, ongoing and completed operations, for the policy under section 4.3(a) shall designate City, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the Subrecipient. Subrecipient shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by the City.

- (e) An Additional Insured Endorsement for the policy under section 4.3(b) shall designate City, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by Subrecipient. Subrecipient shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by the City.
- (f) For any claims related to this Agreement, Subrecipient's insurance coverage shall be primary insurance as respects to City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
- (g) If Subrecipient maintains higher insurance limits than the minimums shown above, Subrecipient shall provide coverage for the higher insurance limits otherwise maintained by the Subrecipient.

**4.4 Property Insurance.** Subrecipient shall further comply with the insurance requirements of 24 CFR 84.31.

**4.5 Remedies for Defaults Re: Insurance.** In addition to any other remedies City may have if the Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- (a) Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- (b) Order the Subrecipient to stop work under this Agreement and/or withhold any payment(s) which become due to the Subrecipient hereunder until the Subrecipient demonstrates compliance with the requirements hereof; or
- (c) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for the Subrecipient's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the Subrecipient may be held responsible for payment of damages to persons or property resulting from the Subrecipient's or its subcontractor's performance of the Services covered under this Agreement.

**4.6 Indemnification.**

- (a) As respects acts, errors or omissions in the performance of Services under this Agreement, the Subrecipient agrees to indemnify and hold harmless City, its

officers, agents, employees, representatives and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of the Subrecipient's negligent acts, errors or omissions in the performance of Services under the terms of this Agreement.

- (b) As respects all acts or omissions which do not arise directly out of the performance of Services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Subrecipient agrees to indemnify, defend (at City's option), and hold harmless City, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Subrecipient's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of City.

## **ARTICLE 5 ADMINISTRATIVE REQUIREMENTS**

**5.1 Generally.** The following requirements and standards must be complied with: 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326.

**5.2 Financial Management.**

(a) **Accounting Standards.** Subrecipient agrees to comply with 24 CFR 84.21 through 84.28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

(b) **Cost Principles.** Subrecipient shall administer its program in conformance with 2 CFR Part 200.318-326. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**5.3 Documentation, Recordkeeping, Reporting and Monitoring.** Subrecipient shall maintain documents and records, prepare and submit reports, and permit City (and Garden Grove Housing Authority) to monitor Subrecipient's activities all in accordance with the requirements set forth in **Exhibit B** and applicable laws and regulations. All requirements set forth in such **Exhibit B** are incorporated herein as if set forth in full in this Agreement.

**5.4 Program Income.** The Subrecipient shall prepare and deliver to City monthly reports declaring all program income (as defined at 24 CFR 92.2) generated by activities carried out with HOME Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations, the Subrecipient may use such income during the Term of this Agreement for activities permitted under this Agreement and shall reduce



requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

- 5.5 Use and Reversion of Assets.** The use and disposition of property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 92.504, as applicable. The Subrecipient shall transfer to the City any HOME Funds on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement at the time of the earliest to occur of expiration, cancellation, or termination.
- 5.6 Ownership of Documents.** All documents and materials, both tangible and intangible, furnished by or through the City to Subrecipient pursuant to this Agreement are and shall remain the property of City and shall be returned to City upon the earliest to occur of expiration, cancellation, or termination of this Agreement. All documents and materials prepared by Subrecipient under or related to this Agreement shall become the property of City at the time of payment to Subrecipient of all fees, if any, for their preparation, and shall be delivered to City by Subrecipient at the request of City, and in any event upon the earliest to occur of expiration, cancellation, or termination of this Agreement.

## **ARTICLE 6 PERSONNEL & PARTICIPANT CONDITIONS**

### **6.1 Civil Rights.**

- (a) **Compliance.** The Subrecipient agrees to comply with the Garden Grove Municipal Code, Government Code Section 4450, et seq., Government Code Section 11135, et seq., the Unruh Civil Rights Act, Civil Code Section 51, et seq., Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- (b) **Nondiscrimination.** The Subrecipient agrees to comply with (1) the requirements of 24 CFR Part 5, subpart A, which relate to nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace and (2) the nondiscrimination requirements of Section 282 of the HOME Investment Partnerships Act, 42 U.S.C. Section 12701, et seq.
- (c) **Section 504.** The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973

(29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

## 6.2 Affirmative Action.

- (a) **Executive Order 11246.** The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
- (b) **Women- and Minority-Owned Businesses (W/MBE).** The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- (c) **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- (d) **Subcontract Provisions.** The Subrecipient will include the provisions of Sections 6.1, Civil Rights, and 6.2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-subrecipients or subcontractors.

## 6.3 Employment Restrictions.

- (a) **Prohibited Activity.** The Subrecipient is prohibited from using HOME Funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- (b) **Labor Standard.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as and when those acts apply to the

performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the implementing regulations thereto issued by the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.

- (c) **Prevailing Wage.** The Subrecipient agrees that, to the extent applicable, all contractors engaged under contracts for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement shall comply with the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 and California Labor Code Section 1720, et seq. governing the payment of wages and ratio of apprentices and trainees to journey workers. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
- (d) **Section 3 Clause.** The Subrecipient agrees, to the extent applicable, to comply with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135.

#### 6.4 Conduct.

- (a) **Assignment.** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- (b) **Subcontracts.**
  - (i) **Approvals.** The Subrecipient shall not enter into any subcontracts with any entity, agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.
  - (ii) **Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - (iii) **Content.** The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- (iv) **Selection Process.** The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
- (c) **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- (d) **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 92.356, which include (but are not limited to) the following:
  - (i) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by HOME Funds.
  - (ii) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by HOME Funds if a conflict of interest, real or apparent, would be involved.
  - (iii) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.
- (e) **Lobbying.** The Subrecipient hereby certifies that:
  - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (iii) It will require that the language of paragraph (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- (iv) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (f) **Religious Activities.** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

## ARTICLE 7 GENERAL CONDITIONS

**7.1 General Compliance.** The Subrecipient agrees to comply with the requirements of the HOME Program in the administration and implementation of the HEART Program and this Agreement. The Subrecipient shall carry out each activity in compliance with all regulations described in subpart H of 24 CFR Part 92, except that the Subrecipient does not assume the City's responsibilities for environmental review under 24 CFR 92.352 and the intergovernmental review process described in 24 CFR 92.357 does not apply to the Subrecipient. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**7.2 Familiarity with Services; Qualified Personnel.**

- (a) By executing this Agreement, Subrecipient represents and warrants that Subrecipient (i) has thoroughly investigated and considered the Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the requirements, difficulties and restrictions attending the performance of the Services under this Agreement.
- (b) Subrecipient represents that Subrecipient has or will secure and maintain, at Subrecipient's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by Subrecipient shall be employees of Subrecipient. Such personnel shall not be deemed to be employees of City or to have any contractual relationship with City. Such personnel shall be authorized or permitted under state and local law to perform the Services.

**7.3 Independent Contractor.** In performing under this Agreement, Subrecipient is and shall at all times be acting and performing as an independent contractor to City, performing its duties in accordance with its own judgment. City shall neither have nor exercise any control or direction over the methods by which Subrecipient performs its work and function nor shall City have the right to interfere with such freedom or action or prescribe rules or otherwise control or direct the manner in which such services are performed. The sole interest of the City in the Services performed by the Subrecipient is that such Services be performed in a legal, competent, efficient, and satisfactory manner. Nothing contained herein shall cause the relationship between the parties to this Agreement to be that of employer and employee. Subrecipient shall not have the authority to obligate City to any contract, obligation, or undertaking whatsoever and shall make no representation, either oral or in writing.

**7.4 Subrecipient Representative.** Subrecipient hereby designates Carol Williams as its Project Manager for the HEART Program ("Subrecipient's Representative"). Subrecipient's Representative shall supervise and direct the Services, using her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**7.5 Nepotism.** Subrecipient shall not hire or permit the hiring of any person to fill a position funded through this Agreement if a member of the person's immediate family is employed in an administrative capacity by City's HOME Program or any department of the City which is administering the HOME Program. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of City.

**7.6 Hold Harmless.** The Subrecipient shall indemnify, hold harmless, and defend the City and the Garden Grove Housing Authority ("Indemnitees") and their elected officials,

officers, employees and agents and shall pay for expenses incurred by the Indemnitees for any and all claims, actions, suits, charges and judgments whatsoever related in any manner to or that arise out of the Subrecipient's performance or nonperformance of the Services or subject matter called for in this Agreement.

**7.7 City Recognition.** The Subrecipient shall insure recognition of the role of the City in providing Services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.

**7.8 Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile transmission, or (vi) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice. Service shall be deemed conclusively made at the time of service if personally served; upon confirmation of receipt if sent by facsimile transmission; the next business day if sent by overnight courier and receipt is confirmed by the signature of an agent or employee of the party served; the next business day after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by express mail; and three (3) days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail.

Subrecipient:

Interval House Crisis Shelters  
Attn: Carol Williams  
PO Box 3356  
Seal Beach, CA 90740

City:

City of Garden Grove  
City Manager  
11222 Acacia Parkway  
Garden Grove, CA 92840

With a Copy to:

City of Garden Grove  
Community/Economic Dev. Dir.  
11222 Acacia Parkway  
Garden Grove, CA 92840

Such addresses may be changed by Notice to the other party(ies) given in the same manner as provided above.

**7.9 Amendment and Waiver.** This Agreement may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provision of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that

party of its or any other party's compliance with any representations or warranties or with any provision of this Agreement.

**7.10 Entire Agreement.** This Agreement, including all Exhibits attached hereto, embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to the subject matter. In the event of a conflict between this Agreement, on one hand, and any Exhibit attached hereto, on the other hand, the provisions of this Agreement shall control; provided, if it is possible to comply with the requirements of this Agreement and the Exhibits, the parties shall do so. The following Exhibits are attached to this Agreement and incorporated herein:

- Exhibit A Budget
- Exhibit B Documentation, Recordkeeping, Reporting and Monitoring Requirements
- Exhibit C Program Operating Guidelines
- Exhibit D Gross Income Calculation Form
- Exhibit E Household Budget Worksheet
- Exhibit F Lead-Based Hazard Information Pamphlet "Protect Your Family from Lead in Your Home"
- Exhibit G Housing Quality Standards (HQS) Inspection Checklist
- Exhibit H Declaration of Ownership Form

**7.11 Governing Law.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California.

**7.12 Non-Liability of Members, Officials and Employees of City.** No member, official or employee of City shall be personally liable to Subrecipient, or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Subrecipient or Subrecipient's successors, or on any obligation under the terms of this Agreement. Subrecipient hereby waives and releases any claim Subrecipient may have against the members, officials or employees of City with respect to any Default or breach by City or for any amount which may become due to Subrecipient or Subrecipient's successors, or any obligations under the terms of this Agreement. Subrecipient makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:



"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

## **ARTICLE 8 ENFORCEMENT; TERMINATION**

### **8.1 Events of Default.**

- (a) For purposes of this Agreement, the word "Default" shall mean the failure of Subrecipient to perform any of Subrecipient's duties or obligations or the breach by Subrecipient of any of the terms and conditions set forth in this Agreement; any failure by Subrecipient to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time; any ineffective or improper use of funds provided under this Agreement; or submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect. In addition, Subrecipient shall be deemed to be in Default upon Subrecipient's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Subrecipient's assets or of Subrecipient's interests hereunder.
  
- (b) City shall not be deemed to be in Default in the performance of any obligation required to be performed by City hereunder unless and until City has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Subrecipient specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance, then City shall not be deemed to be in Default if City shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

- 8.2 Institution of Legal Actions.** In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct or remedy any Default, to recover damages for any Default or

to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California or in the United States District Court for the Central District of California.

**8.3 Acceptance of Service of Process.** In the event that any legal action is commenced by the Subrecipient against City, service of process on City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by City against the Subrecipient, service of process on the Subrecipient shall be made by personal service upon Subrecipient's Representative or in such other manner as may be provided by law.

**8.4 Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

**8.5 Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**8.6 Attorneys' Fees.** City and Subrecipient agree that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

**8.7 Termination.**

**(a) Termination for Cause.** In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement in the event of a Default by the Subrecipient under this Agreement. Subrecipient may suspend or terminate this Agreement if City fails to make payments to Subrecipient as required herein.

**(b) Termination for Convenience.** In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the date the termination will be effective, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

[SIGNATURE PAGE FOLLOWS]



**EXHIBIT A**

**BUDGET**

**EXHIBIT B**

**DOCUMENTATION, RECORDKEEPING, REPORTING  
AND MONITORING REQUIREMENTS**

**EXHIBIT C**  
**HEART PROGRAM OPERATING GUIDELINES**

**EXHIBIT D**  
**GROSS INCOME CALCULATION FORM**

**EXHIBIT E**  
**HOUSEHOLD BUDGET WORKSHEET**



**EXHIBIT F**

**LEAD-BASED HAZARD INFORMATION PAMPHLET**

**"PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME"**

**EXHIBIT G**  
**HOUSING QUALITY STANDARDS (HQS)**  
**INSPECTION CHECKLIST**

**EXHIBIT H**  
**DECLARATION OF OWNERSHIP FORM**

**EXHIBIT A**

**BUDGET**

**Section 3. Program Budget/Financial Management**

A. Provide an itemized operating budget of the proposed program for a 12-month period, which includes up to \$250,000 in HOME and \$50,000 in LMIHTF funding. The budget should include proposed matching resources. Please include the matching information in the following table.

<b>Category</b>	<b>ESG Funds</b>	<b>HOME Funds</b>	<b>Other Funds</b>	<b>Total</b>
<b>Personnel Services</b>				
<b>Salaries</b>				
<b>Housing Coordinator</b> (.20 FTE x \$52,000 + 21% Benefits)	\$ 22,727			\$ 22,727
<b>Housing Advocates</b> (2 positions) (Total of 2.0 FTE x \$45,760 + 21% Benefits - leveraged)			\$ 110,739	\$ 110,739
<b>Financial Empowerment Advocate</b> (.75 FTE x 1 year - leveraged)			\$ 31,200	\$ 31,200
<b>Legal Advocate</b> (.50 FTE x 1 year - leveraged)			\$ 52,000	\$ 52,000
<b>Housing Search/Location Advocate</b> (.5 FTE x 1 year - leveraged)			\$ 31,200	\$ 31,200
<b>Childcare &amp; Children Support Advocates</b> (2 positions) (1.0 FTE x 1 year - leveraged)			\$ 41,600	\$ 41,600
<b>Household Establishment &amp; Moving Assistance Advocates</b> (2 positions) (.80 FTE x 1 year - leveraged)			\$ 33,280	\$ 33,280
<b>Operating Costs</b>				
<b>Security Deposits</b> - funds for homeless households to be assisted with security deposits for move-in averaging \$3,600 per household x 10 households		\$ 36,000		\$ 36,000
<b>Financial Assistance</b> - short- and medium-term rental assistance averaging \$21,400 per household x 10 households		\$ 214,000		\$ 214,000
<b>Other Costs</b>				
<b>10% de minimis indirect rate</b>	\$ 27,273			
<b>Totals:</b>	<b>\$ 50,000</b>	<b>\$ 250,000</b>	<b>\$ 300,019</b>	<b>\$600,019</b>

**EXHIBIT B**

**DOCUMENTATION, RECORDKEEPING, REPORTING  
AND MONITORING REQUIREMENTS**

## **DOCUMENTATION, RECORDKEEPING, REPORTING AND MONITORING REQUIREMENTS**

Subrecipient shall comply with the requirements set forth in this Exhibit B at all times during the term of that certain Subrecipient Agreement between City and Subrecipient, to which this Exhibit is attached.

### **1. DOCUMENTATION AND RECORDKEEPING.**

- (a) **Records to be maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 92.508(a)(3), which are pertinent to the Services to be funded under this Agreement. Records shall be maintained for each prospective participant, each Eligible Household and each Housing Unit inspected and/or occupied by an Eligible Household pursuant to the Agreement. Such records shall include but are not limited to:
- (i) Records providing a full description of each activity undertaken;
  - (ii) Records required to determine the eligibility of activities for use of HOME Funds;
  - (iii) Records (including property inspection reports) demonstrating that each Housing Unit occupied by an Eligible Household meets the property standards of 24 CFR 92.251(d) and 24 CFR 982.401 upon occupancy and at the time of each annual inspection;
  - (iv) Records demonstrating compliance with the property standards and financial reviews and actions pursuant to 24 CFR §92.504(d);
  - (v) Records demonstrating that each Eligible Household is income eligible in accordance with 24 CFR 92.203, including all TBRA applications, eligibility determinations and documentation regarding any appeals of eligibility determinations;
  - (vi) Records demonstrating that Subrecipient is in compliance with the City's written tenant selection policies and criteria of 24 CFR 92.209(c), including any targeting requirements, the rent reasonableness requirements of 24 CFR 92.209(f), the maximum subsidy provisions of 24 CFR 92.209(h), and calculation of each Subsidy Payment;
  - (vii) Records demonstrating that each rental agreement for an Eligible Household receiving Subsidy Payments complies with the tenant and participant protections of 24 CFR 92.253;
  - (viii) Records documenting compliance with Subrecipient's marketing and outreach obligations under the Agreement, including compliance with the

fair housing and equal opportunity components of the HOME Program and HUD's Affirmative Fair Housing and Marketing regulations;

- (x) Records documenting compliance with the lead-based hazards requirements under the Agreement, the HOME Program, and 24 CFR Part 35, subparts A, B, J, K, M and R;
  - (xi) Financial records as required by 24 CFR 92.508(a)(5) and 24 CFR 84.21-28;
  - (xii) Records documenting the HOME Matching Contributions made by Subrecipient pursuant to the Agreement and the HOME Program, specifically including 24 CFR 92.218 through 24 CFR 92.222.
- (b) **Retention.** The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the period of Subsidy Payments terminates. Notwithstanding the above, if there are litigation matters, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all pertinent records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- (c) **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- (d) **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to Services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- (e) **Close Outs.** The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over HOME Funds, including program income.



- (f) **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, the Garden Grove Housing Authority, HUD and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and OMB Circular A-122.

2. **QUARTERLY PROGRESS REPORTS.** Subrecipient shall submit quarterly progress reports to the City in a form approved or directed by the City on or before each **April 15, July 15, October 15, and January 15**, which shall include all of the following information regarding Subrecipient's activities during the prior quarter:

- (a) The number of HEART Program applications received, processed, approved and disapproved.
- (b) The number of Housing Units inspected, approved and disapproved and a description of any corrective work performed by Landlords to comply with HQS.
- (c) The number of Eligible Households assisted, including specific information regarding the number of and ages of all household members, income categories, types and amounts of assistance provided to each Eligible Household, and remaining terms of assistance expected to be provided to such households.
- (d) Description of each Eligible Household's participation in required self-sufficiency program and other optional social and supportive Services provided or otherwise made available to each Eligible Household.
- (e) Budget reconciliation information, including year-to-date expenditures and remaining balance available for Subsidy Payments in accordance with the Budget and the Agreement.
- (f) Number of additional Eligible Households Subrecipient expects to qualify and assist within the following three-month period.
- (g) Updated schedule for performance of the Services under the Agreement, including a schedule for qualifying and assisting additional Eligible Households as permitted by the Budget.
- (h) Information regarding any complaints received from Applicants or Eligible Households and any correspondence received from community members or

organizations or other nonprofit organizations regarding the HEART Program or specific activities or individuals involved in the HEART Program.

- (i) Documentation of the HOME Matching Contributions made by Subrecipient pursuant to the Agreement and the HOME Program, specifically including 24 CFR 92.218 through 24 CFR 92.222.

### **3. PERFORMANCE MONITORING.**

- (a) **Monthly Meetings.** Subrecipient shall be available to attend meetings (in person or by telephone) with City staff to review Subrecipient's activities and progress under this Agreement and to ensure the HEART Program is progressing smoothly and coordinating effectively and efficiently.
  
- (b) **City Oversight and Review.** City will monitor the performance of the Subrecipient against the goals and performance standards set forth in this Agreement. From time to time, City shall be entitled to audit and review Subrecipient's performance of the Services in accordance with the terms of the Agreement and compliance with the HOME Program. Substandard performance as determined by the City will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated in accordance with Section 8.3 of the Agreement.

**EXHIBIT C**  
**HEART PROGRAM OPERATING GUIDELINES**

**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 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 twelve (12) months 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.

**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 G**) 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 H**), 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 I**) 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.

<b>Performance Measurements</b>
# 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: \_\_\_\_\_

<b>12. Which category best describes your race? (Check All that Apply):</b> <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	<b>13. Which category best describes your ethnicity?</b> <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
--	--

**Location** – On a regular day, where is it easiest to find you?

<b>14. On a regular day, where is it easiest to find you?</b> <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): _____	<b>14a. Intersection:</b>
	<b>14b. Landmark:</b>
	<b>14c. City:</b>
	<b>14d. Zip Code:</b>

**NOTES:**

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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.	
<b>HISTORY OF HOUSING AND HOMELESSNESS</b>	

1. Where do you sleep most frequently? <input type="checkbox"/> Shelters <input type="checkbox"/> Transitional Housing <input type="checkbox"/> Safe Haven <input type="checkbox"/> <b>Outdoors</b> <input type="checkbox"/> <b>Others</b> (specify): _____  <input type="checkbox"/> <b>Refused</b>	<b>Address:</b> _____ <b>1a. Intersection:</b> _____ <b>1b. Landmark:</b> _____ <b>1c. City:</b> _____ <b>1d. Zip Code:</b> _____ <input type="checkbox"/> <b>Same as above</b>
---	--

IF THE PERSON ANSWERS ANYTHING OTHER THAT <b>SHELTER, TRANSITIONAL HOUSING, OR SAFE HEAVEN</b> , 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.	
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<b>Page Total A:</b>	/3
<b>RISKS</b>	

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 <b>EMERGENCY SERVICE USE</b> .	
---	--

6. Have you been attacked or beaten up since you've become homeless? <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Refused</b>
7. Have you threatened to or tried to harm yourself or anyone else in the last year? <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Refused</b>

IF <b>YES</b> TO ANY OF THE ABOVE, THEN SCORE 1 FOR <b>RISK OF HARM</b> .	
---	--

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? <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Refused</b>
---

IF <b>YES</b> , THEN SCORE 1 FOR <b>LEGAL ISSUES</b> .	
--	--

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.	
---	--

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.	
<b>Page Total C:</b>	/6

**Scoring Summary**

Subtotal		Results	
Page Total A		<b>Score</b>	<b>Recommendations</b>
Page Total B		0-3	No housing intervention
Page Total C		4-7	Assessment for Rapid Rehousing
<b>Grand Total</b>		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
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**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><b><u>Part 1</u></b></p> <p><b>Complete the standard Declaration of Homelessness Form and check the corresponding box below.</b></p>
<p><input type="checkbox"/> <b>Category 1:</b> Person or household lacks a fixed, regular, and adequate nighttime residence.</p>
<p><input type="checkbox"/> <b>Category 2:</b> Person or household who will imminently lose their primary nighttime residence.</p>
<p><input type="checkbox"/> <b>Category 3:</b> 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"/> <b>Category 4:</b> 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><b><u>Part 2</u></b></p> <p><b>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.</b></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**



## TENANT PROTECTION AGREEMENT (attach to lease)

Dear Landlord:

We are very pleased to be working with you to provide short-/medium-term rental assistance to (participant name). We would like to inform you of some important tenant protections required by the city of Huntington Beach. We recognize that these terms are unlikely to be in your lease. However, we must ensure you understand that we are unable to support a lease that includes such terms.

The written lease between yourself and the tenant may not contain any of the following provisions:

- (1) *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- (2) *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- (3) *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- (5) *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (6) *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
- (7) *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- (8) *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
- (9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

Furthermore, by signing this agreement you recognize your obligation to maintain the Housing Unit in accordance with the Housing Quality Standards established at 24 CFR 982.401, and to refrain from discriminating against the tenant's household.

Please sign below as agreement to these terms:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



## **APPENDIX G – 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 H – 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.

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

**Orange County Housing Authority**

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

**APPENDIX I – SELF-SUFFICIENCY CASE MANAGEMENT POLICIES AND PROCEDURES**

# Appendix I - 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 (**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 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.

<b>Performance Measurements</b>
# 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

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

## Strengths Assessment

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

\_\_\_\_\_ / /  
 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

<b>My Long Term Goal (Client Quotes):</b> 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

**EXHIBIT D**

**GROSS INCOME CALCULATION FORM**



## TENANT INCOME CERTIFICATION

Initial Certification\*  
  Recertification\*  
  Other \_\_\_\_\_

Effective Date: _____
Move-in Date: _____ (MM/DD/YYYY)

### PART I - DEVELOPMENT DATA

Property Name: _____
Address: _____ Unit Number: _____ # Bedrooms: _____

### PART II - HOUSEHOLD DATA

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)
1			HEAD		
2					
3					
4					
5					
6					
7					

### PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS) See Definition of Income on Page Two

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income <i>(state type of income)</i>
<b>TOTALS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Add totals from (A) through (D), above			<b>TOTAL INCOME (E):</b>	<b>\$</b>

### PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) Cash Value of Asset	(H) Annual Income from Asset	
Net Cash Value of Assets (G):		\$		
Total Actual Income from Assets (H):			\$	
If line G is greater than \$5,000, multiply line by the current passbook rate, .06% and enter results here; otherwise, leave blank. Imputed Income (I):				
Enter the greater of the total of column H, or I (Imputed income) <b>TOTAL INCOME FROM ASSETS (J)</b>			\$	
(K) Total Annual Household Income from all Sources [Add (E) + (J)]				\$

### HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)



## DEFINITION OF INCOME

Federal regulations at 24 CFR 5.609 (Part 5) define annual income as the *gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period*. Each of the italicized phrases in this definition is key to understanding the requirements for calculating annual income:

### 24 CFR Part 5 Annual Income Inclusions

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for certain exclusions, listed in Exhibit 3.2, number 14).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except for certain exclusions, as listed in Exhibit 3.2, number 3).

6. Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:

- Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
- Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c).

If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; **plus**
- the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.

## 24 CFR Part 5 Annual Income Exclusions

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except as provided in Exhibit 3.1, number 5 of Income Inclusions).
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide (as defined in 24 CFR 5.403).
6. Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).
7. The full amount of student financial assistance paid directly to the student or to the educational institution.
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. (a) Amounts received under training programs funded by HUD.  
(b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).  
(c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.  
(d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time
- (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption assistance payments in excess of \$480 per adopted child.
14. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
17. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion.

## Part 5 Annual Income Net Family Asset Inclusions and Exclusions

Inclusions	Exclusions
<p>1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.</p> <p>2. Cash value of revocable trusts available to the applicant.</p> <p>3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.</p> <p>4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts.</p> <p>5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).</p> <p>6. Retirement and pension funds.</p> <p>7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).</p> <p>8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.</p> <p>9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.</p> <p>10. Mortgages or deeds of trust held by an applicant.</p>	<p>1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.</p> <p>2. Interest in Indian trust lands.</p> <p>3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.</p> <p>4. Equity in cooperatives in which the family lives.</p> <p>5. Assets not accessible to and that provide no income for the applicant.</p>

**EXHIBIT E**  
**HOUSEHOLD BUDGET WORKSHEET**

# HOMELSS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM

## HOUSEHOLD BUDGET WORKSHEET

Applicant Name:

### INCOME

MONTHLY INCOME	Budget
Income (See Computing Part 5 Annual Income)	
Income Eligible to be Excluded from the Amount Above (ie food stamps, WIC)	
-	
-	
-	
-	
-	
<b>Total INCOME</b>	-

### EXPENSES

HOME EXPENSES	Budget
Rent	
rental Insurance	
Electricity	
Gas/Oil	
Water/Sewer/Trash	
Phone	
Cable/Satellite	
Internet	
Furnishings/Appliances	
Lawn/Garden	
Maintenance/Supplies	
Improvements	
Other	
<b>Total HOME EXPENSES</b>	-

TRANSPORTATION	Budget
Vehicle Payments	
Auto Insurance	
Fuel	
Bus/Taxi/Train Fare	
Repairs	
Registration/License	
Other	
<b>Total TRANSPORTATION</b>	-

HEALTH	Budget
Health Insurance	
Doctor/Dentist	
Medicine/Drugs	
Health Club Dues	
Life Insurance	
Veterinarian/Pet Care	
Other	
<b>Total HEALTH</b>	-

SUBSCRIPTIONS	Budget
Newspaper/Magazines	

LIVING	Budget
Groceries	
Personal Supplies	
Clothing	
Cleaning	
Education/Lessons	
Dining/Eating Out	
Salon/Barber	
Other	
Other	
<b>Total LIVING</b>	-

ENTERTAINMENT	Budget
Videos/DVDs	
Music	
Games	
Rentals	
Movies/Theater	
Concerts/Plays	
Books	
Hobbies	
Film/Photos	
Sports	
Outdoor Recreation	
Toys/Gadgets	
Vacation/Travel	
Other	
<b>Total ENTERTAINMENT</b>	-

SAVINGS	Budget
Emergency Fund	
Transfer to Savings	
Retirement (401k, IRA)	
Investments	
Education	
Other	
<b>Total SAVINGS</b>	-

OBLIGATIONS	Budget
Student Loan	
Other Loan	
Credit Cards	
Alimony/Child Support	
Federal Taxes	
State/Local Taxes	
Other	
<b>Total OBLIGATIONS</b>	-

MISCELLANEOUS	Budget
Bank Fees	
Postage	
Storage Unit	

Dues/Memberships	
Other	
<b>Total SUBSCRIPTIONS</b>	-

Court Fee's, Fines, Tickets	
<b>Total MISCELLANEOUS</b>	-
<b>Total Expenses</b>	-

## HOMELSS EMERGENCY ASSISTANCE RENTAL TRANSITION (HEART) PROGRAM HOUSEHOLD BUDGET WORKSHEET

Applicant Name:

MONTHLY ANALYSIS	
Total Monthly Income	
Total Monthly Expenses	
Housing Relocation and Stabilization Expenses	
Funds available/(Funds Needed)	
If there are funds available no assistance is needed	
Initial assistance cannot exceed	
Schedule of Assistance	
1st Month-	
2nd Month	
3rd Month	
Total Assistance	

**EXHIBIT F**

**LEAD-BASED HAZARD INFORMATION PAMPHLET**

**"PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME"**



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development



## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

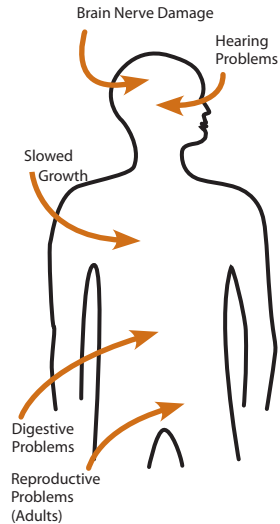
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

# Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.



# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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# IMPORTANT!

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

**EXHIBIT G**  
**HOUSING QUALITY STANDARDS (HQS)**  
**INSPECTION CHECKLIST**

# Inspection Checklist

Housing Choice Voucher Program

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(Exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

<b>A. General Information</b>		<b>Housing Type</b> (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise; 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
<b>Inspected Unit</b>		
Year Constructed (yyyy)		
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
<b>Owner</b>		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

<b>B. Summary Decision On Unit</b> (To be completed after form has been filled out)			
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/>	Fail		
<input type="checkbox"/>	Inconclusive		

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

\* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;  
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
<b>2. Kitchen</b>						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
<b>3. Bathroom</b>						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable		

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
<b>5. All Secondary Rooms (Rooms not used for living)</b>						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					



Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?  If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
<b>7. Heating and Plumbing</b>						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
<b>8. General Health and Safety</b>						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

**C. Special Amenities (Optional)**

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

**D. Questions to ask the Tenant (Optional)**

**1. Living Room**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**2. Kitchen**

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

**3. Other Rooms Used for Living**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

**4. Bath**

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

**5. Overall Characteristics**

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

**6. Disabled Accessibility**

Unit is accessible to a particular disability.  Yes  No  
Disability

1. Does the owner make repairs when asked? Yes ~~XXXXXXXXXX~~ [ ~~AAA~~
2. How many people live there? \_\_\_\_\_
3. How much money do you pay to the owner/agent for rent? \$ \_\_\_\_\_
4. Do you pay for anything else? (specify) \_\_\_\_\_
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range \_\_\_\_\_ Refrigerator \_\_\_\_\_ Microwave \_\_\_
6. Is there anything else you want to tell us? (specify) Yes ~~XXXXXXXXXX~~ [

**E. Inspection Summary/Comments** (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit
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Type of Inspection	Initial	Special	Reinspection
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Item Number Reason for "Fail" or "Pass with Comments" Rating

Continued on additional page Yes No