

**PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ABODE SERVICES
FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM**

This public service grant agreement (“Agreement”), is made by and between Abode Services, a non-profit corporation incorporated under the laws of the State of California with its principal place of business located at 40849 Fremont Boulevard, Fremont, CA 94538 (“Abode”) and the City of Santa Clara, California, a chartered California municipal corporation whose primary business address is located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Abode may be referred to individually as a “Party” or collectively as “Parties” or the “Parties to this Agreement”.

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and,
- B. Abode represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

AGREEMENT PROVISIONS

The Parties agree as follows:

1. FUNDING AND APPROPRIATION

- A. Pursuant to the provisions of Title II of the Housing and Community Development Act of 1990, as amended, City has received Home Investment Partnerships Act (“HOME”) funds from the United States Department of Housing and Urban Development (“HUD”) as an entitlement. From such HOME grant funds, City has appropriated an amount not to exceed NINE HUNDRED FIFTY EIGHT THOUSAND DOLLARS (\$958,000), to be given to Abode to be utilized during the time period between July 1, 2018 and June 30, 2019 (“Utilization Period”) for the purpose of meeting the goals and objectives outlined in Exhibit A, titled, “Scope of Services” (“Program”), attached hereto and incorporated herein by this reference, to primarily benefit low income City of Santa Clara residents.

- B. In consideration for Abode's complete performance of Services, City shall pay Abode an amount not to exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000) from City's Housing Successor Agency funds and ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000) from City's Affordable Housing Fund for provision of services rendered by Abode for the purpose of administering the Program operations as described in Exhibit A, titled "Scope of Services" attached hereto and incorporated herein by this reference.

2. PROGRAM COORDINATION

- A. CITY: The Housing and Community Services Division or his/her designee shall be the Program Manager on behalf of City and shall render overall supervision of the progress and performance of this Agreement by City. All services to be performed by City shall be under the overall direction of the Program Manager.
- B. Abode: Abode shall assign a single Program Director who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Program Director, Abode shall notify City immediately of such occurrence. Program Director and Abode staff will fully cooperate with City's Program Manager relating to the Program, areas of concern, and the impact of Program on residents of City.
- C. NOTICES: All notices or other correspondence required or contemplated by this Agreement shall be sent to the Parties at the following addresses:

City:

Housing and Community Services Division
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

Abode:

Executive Director
Abode Services
40489 Fremont Boulevard
Fremont, CA 94538

3. OBLIGATIONS OF Abode

- A. Organization of Abode: Abode shall:
- 1) Provide City, prior to the Effective Date of this Agreement, and, at all times during the Utilization Period, within thirty (30) days of a change in status of any of the following documents, with:

- a) A copy of Articles of Incorporation under the laws of the State of California;
 - b) A copy of current Bylaws of Abode;
 - c) Verification and documentation of Internal Revenue Service nonprofit status under Title 26, Section 501(c) of the Internal Revenue Code;
 - d) Verification and documentation of State of California Franchise Tax Board tax exempt status under Section 23701d, of the California Revenue and Taxation Code;
 - e) Names and addresses of current Board of Directors of Abode;
 - f) A copy of the adopted personnel policies and procedures including an Affirmative Action Plan if staff exceeds fifteen (15) employees; and,
 - g) An organizational chart and staffing profile.
- 2) Report in writing any changes in Abode's Articles of Incorporation, Bylaws, tax exempt status and/or Board membership immediately to the City's Program Manager.
- 3) Maintain no greater than forty nine percent (49%) of the Board of Directors as "interested persons" under this Agreement. For the purposes of this Agreement, "interested persons" means either:
- a) Any person currently being compensated by the Abode for services rendered to the Abode within the previous twelve (12) months, whether those services were rendered as a full or part time employee, independent Abode or otherwise, excluding any reasonable compensation to a director as a director; or,
 - b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.
- 4) Abide by the Federal conflict of interest provisions in OMB Circular A-110 and 2 CFR §200.112. In all cases not governed by these documents, 24 CFR §92.356 shall apply. These rules apply to any person currently being compensated by the Abode for services rendered to it within the previous twelve (12) months, whether as a full or part-time employee, officer, independent Abode or otherwise. Any such persons who have exercised or exercise any decision-making functions or responsibilities with respect to

City's administration of HOME or gain inside information with regard to that process, are prohibited from obtaining any financial interest or benefit for themselves or those with whom they have family or business ties during their tenure with Abode and for one year thereafter.

- 5) Include on the Board of Directors representation from the broadest possible cross section of the community, including: those with expertise and interest in Abode's services, representatives from community organizations interested in Abode's services, and users of Abode's services.
- 6) Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters.
- 7) Keep minutes, approved by the Board of Directors, of all regular and special meetings related to the Finally Home Program. (A copy of approved minutes shall be forwarded to the City's Program Manager along with semi-annual report described in Section B4).
- 8) Encourage public participation in planning and implementing services provided under this Agreement.
- 9) Comply with 2 CFR §200.321(b) and the City of Santa Clara Disadvantaged Business Enterprise Program, available from the City's Program Manager, regarding the use of minority and/or female owned businesses, vendors, suppliers, and corporations to the maximum extent feasible, for items funded under this Agreement.

B. Program Performance of Abode: Abode shall:

- 1) Submit to City performance criteria and schedule of activities describing measurable annual goals and objectives of the Program incorporated in this Agreement as Exhibit A.
- 2) Submit to the City, on the prescribed form, a line item operating budget of the Program to be incorporated in this Agreement as Exhibit B, titled "Budget and Basis for Reimbursement", attached hereto and incorporated herein by this reference;
- 3) Obtain completed intake documents for each City of Santa Clara resident receiving services under this Agreement. Such forms shall be approved by the City and shall be made available for review during the monitoring process;
- 4) File semi-annual reports (on forms approved by City) with the City on the type and number of services rendered to beneficiaries through the operation of the Program. Such reports shall evaluate the manner in which the Program is

achieving its objectives and goals according to standards established by City. The semi-annual reports shall be due within ten (10) business days after the end of each semi-annual period and shall cover the half year immediately preceding the date on which the report is filed;

- 5) Coordinate its services with existing organizations providing similar service in order to foster community cooperation and to avoid unnecessary duplication of services;
- 6) Seek out and apply for other sources of revenue in support of its operation or services from county, state, federal and private sources; and,
- 7) Include an acknowledgement of City support on all appropriate Program publicity and publications using words to the effect that services are funded by the City of Santa Clara. Any Program publicity acknowledging City funding that is produced during the Utilization Period shall be reviewed by City prior to any public release.

C. Fiscal Responsibilities of Abode: Abode shall:

- 1) Appoint and submit the name of a fiscal officer who shall be responsible for the financial and accounting activities of the Abode, including the receipt and disbursement of Abode funds;
- 2) Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval by City;
- 3) Document all costs by maintaining complete and accurate records of all financial transactions, including, but not limited to, contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements, and/or other official documentation evidencing in proper detail the nature and propriety of all charges;
- 4) Perform an independent fiscal audit at least every year, in conformance with the generally accepted standard accounting principles. Such audits must identify the total funds received and disbursed and funds granted and expended relating to this Agreement, in a form sufficient to identify, track and correlate such funds. The costs for such audits shall be at Abode's expense, unless otherwise provided for in this Agreement. Copies of the completed audits must be provided to the City;
- 5) Be liable for repayment of disallowed costs. Disallowed costs may be identified by the City through audits, monitoring, or other sources. Abode shall be afforded the opportunity to respond to any adverse findings, which

may lead to disallowed costs. The City shall make the final determination of disallowed costs, subject to provisions of OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and HOME regulations (24 CFR Part 92);

- 6) Submit within ten (10) business days of the end of each month, or other time period approved by the City, a request for cost reimbursement with substantive documentation of actual expenditures and revenue for the preceding time period and cumulative for the Utilization Period to date;
- 7) Submit for approval by City any lease agreement either contemplated or in effect, which would be funded under this Agreement;
- 8) Certify insurability by executing Exhibit C, titled "Insurance Requirements", attached hereto and incorporated herein by this reference; and,
- 9) Submit for approval by City an indirect cost plan, if required.

D. Records, Reports and Audits of Abode

- 1) Abode shall comply with all applicable federal Uniform Administrative Requirements as delineated in 24 CFR §92.505.
- 2) Establishment and Maintenance of Records: Abode shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and other Records sufficient to reflect properly (a) all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred, to perform this Agreement, and (b) all other matters covered by this Agreement.
- 3) Preservation of Records: Abode shall preserve and make available its records:
 - a) Until the expiration of five (5) years from the date of the submission of the final expenditure report or, for grants that are renewed annually, from the date of the submission of the annual financial status report;
 - b) For such longer period, if any, as is required by applicable law; or
 - c) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
- 4) Examination of Records and Facilities
 - a) At any time during normal business hours, and as often as may be deemed

necessary, Abode agrees that City, and/or any duly authorized representatives shall, until expiration of (a) five years after final payment under this Agreement, or (b) such longer period as may be prescribed, have access to and the right to examine its offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement, excepting those falling within the attorney-client privilege and those falling within the attorney work-product privilege, provided that in the event of a dispute regarding the applicability of the attorney work-product privilege to specific records, the Parties agree to submit the dispute to an impartial mediator agreeable to both Parties. Agreement regarding the mediator shall not be withheld unreasonably. Costs of such mediation shall be divided equally between the Parties.

- b) Abode agrees that the City, or any duly authorized representatives, have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data relating to matters covered by this Agreement.
 - c) Any City written reports and/or findings of non-compliance by Abode with this Agreement shall be reviewed by Abode's Board of Directors.
- 5) City Audits: The City may require an independent audit. Such audits may cover Program compliance as well as fiscal matters. Abode will be notified in advance that an audit will be conducted. Abode will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the City.

E. Purchasing

- 1) Title to Personal Property: Title to any personal property used in the performance of the services and work specified in this Agreement shall be as follows:
 - a) Personal property donated shall become the property of Abode or person specified by the donor; otherwise the same shall become property of City except for property and equipment described in subparagraph (b) hereof;
 - b) Personal property and equipment permanently affixed to buildings owned by Abode shall become property of Abode; and,
 - c) All other personal property, supplies and equipment purchased pursuant to this Agreement and not consumed shall become property of City.

- 2) Non-Expendable Property: Non-expendable property purchased by Abode with funds provided by City, with a purchase price in excess of Five Thousand Dollars (\$5,000.00), must be approved in writing by City. City shall retain title to said property. If Program will be continued beyond termination of this Agreement, City, at its option, may return title to Abode.
 - 3) Purchase of Real Property: None of the funds provided under this Agreement shall be used for the purchase of real or non-expendable property, or for the purchase of an option on the purchase of real or non-expendable property, unless the City's Program Manager approves, in writing, such purchase or option to purchase prior to the time when Abode enters into a contract for such purchase or option to purchase. Any such purchase or option shall be processed through the City's Housing and Community Services Division.
 - 4) Procurement Procedure: All procurement under this Agreement shall be in accordance with OMB Circular A-110, Attachment O, or successor regulations as amended.
- F. Non-Religious Activity: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with HOME funds, pursuant to Title II of the Housing and Community Development Act of 1974, as amended, the Abode agrees that, in connection with the housing services performed under this Agreement:
- 1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - 2) It will not discriminate against any person applying for such housing services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 - 3) It will provide no inherently religious activities, such as worship, religious instruction, or religious proselytizing, as part of the programs or services funded under this Agreement and will only conduct such activities in a separate time or place;
 - 4) It will exert no other religious influence in the provision of housing services and participation in religious activities by any beneficiaries of those services shall be voluntary; and,
 - 5) The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Abode and in which the housing services are to be provided, provided that, minor repairs may be made if such repairs (1) are directly in a structure used exclusively for non-

religious purposes, and (2) constitute in dollar terms only a minor portion of expenditure for the public services.

G. Compliance with Ethical Standards: As a condition precedent to entering into this Agreement, Abode shall:

- 1) Read the attached Exhibit E, titled “Ethical Standards for Corporations Seeking to Enter into an Agreement With the City of Santa Clara, California”, attached hereto and incorporated herein by this reference; and,
- 2) Execute the affidavit attached as Exhibit F, titled “Affidavit of Compliance With Ethical Standards [City of Santa Clara]”, attached hereto and incorporated herein by this reference.

4. **CONTRACT COMPLIANCE**

A. Monitoring and Evaluation of Services: Abode shall timely furnish all client and service data, statements, records, information and reports necessary for Program Manager to monitor, review and evaluate the performance of Abode with respect to the Program and its components. The results of Abode's performance will be recorded on a standard monitoring and evaluation form. City shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by City.

B. Contract Noncompliance: With receipt by City of any information that indicates a failure or deficiency by Abode to comply with any provision of this Agreement or provide unsatisfactory service, the Agency shall have the right to require corrective action to enforce compliance with such provision. Corrective action shall be taken if any of the following, as examples only, occur:

- 1) If Abode (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to City in connection with the Program;
- 2) If there is pending litigation with respect to the performance by Abode of any of its duties or obligations under this Agreement, which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Program;
- 3) If Abode shall have taken any action pertaining to the Program that requires City approval without having obtained such approval;
- 4) If Abode is in default under any provisions of this Agreement;
- 5) If Abode makes improper use of grant funds;

- 6) If Abode fails to comply with any of the terms and conditions of this Agreement in such a manner as to constitute material breach thereof; or,
 - 7) If Abode submits to City any reports that are incorrect or incomplete in any material respect.
- C. Corrective Action: City shall have the right to require the presence of any of Abode's officers at any meeting called for the purpose of considering corrective action within seven (7) business days of issuing such notice.

Following such meeting, the City shall forward to Abode a set of corrective action recommendations relative to unsatisfactory Program performance and/or noncompliance, and a timetable for implementing the specified corrective action recommendations; such timetable shall allow Abode not less than seven (7) business days to comply with the specified corrective action recommendations. Following implementation of the corrective actions, Abode shall forward to City, within the time specified by City, any documentary evidence required by City to verify that the corrective actions have been taken. In the event Abode does not implement the corrective action recommendations in accordance with the corrective action timetable, City may suspend payments hereunder, disallow all or part of the cost of the activity or action in noncompliance, provide notice of intent to terminate this Agreement, withhold future awards, and/or take other remedies that may be legally available.

5. OBLIGATIONS OF CITY

- A. Monitoring for Compliance with Agreement: Consistent with the applicable sections of 24 CFR §92.504 and 2 CFR §200.328, the City will evaluate the Program based on compliance with the Agreement, semi-annual reports received from Abode, and on-site monitoring of client and service based data.
- B. Method of Payment: City shall reimburse Abode (See Section 3.C.6. hereinabove) for all allowable costs and expenses incurred in providing the Program during the Utilization Period, not to exceed the total sum of ONE MILLION TWO HUNDRED FIFTY EIGHT THOUSAND DOLLARS (\$1,258,000) for the Utilization Period.

The City may, at any time and in its absolute discretion, elect to suspend or terminate payment to Abode, in whole or in part, under this Agreement or not to make any particular payment under this Agreement in the event of unsatisfactory performance or noncompliance. Reimbursement shall be initiated monthly or other time period approved by the City, upon submission of invoices and appropriate documentation.

- C. Utilization of Funds: Funds shall be paid by City to Abode only for eligible expenses incurred during the Utilization Period. The Utilization Period for this Agreement shall begin on July 1, 2018 and terminate on June 30, 2019.

6. PROGRAM FEES AND DEPOSIT REFUNDS

- A. All fees and deposit refunds that are collected for Program direct services during the Utilization Period shall be retained by the Abode and shall be added to funds committed to Program by the City. These Program Fees and return of deposits shall be used to further Program activities. Spending of such fees and deposit refunds is subject to all applicable requirements governing use of HOME funds.
- B. Fees and deposit refunds collected that remain unspent at the end of the Utilization Period shall continue to be subject to the requirements of federal HOME regulations and this Agreement.
- C. Fees and deposit refunds received subsequent to the Utilization Period shall not be governed by federal HOME regulations or this Agreement.

7. REPROGRAMMING OF FUNDS

- A. Initiated by City: City may channel the amount of underspending, in the case of underspending in a cost category, into another cost category of the Program or, in the case of underspending in the Program as a whole, to another project. City shall, before rechanneling, give Abode ten (10) business days written notice of its intention to recycle funds, together with a copy of City's expenditure review for the Program and statement of its reasons for such recycling. City shall make its final determination with respect to recycling only after Abode has been given an opportunity to present its views and recommendations with respect to such contemplated recycling. In no event, however, shall City be bound to accept Abode's views or recommendations with respect to such contemplated recycling.
- B. Initiated by Abode: The City's Program Manager may, at the request of Abode, approve rechanneling of funds from any cost category or categories to any other cost category or categories at any time provided that:
- 1) There is not an increase in the Total Budget amount specified in Exhibit B of this Agreement; and
 - 2) No cost category is increased by more than ten (10) percent of the Total Budget amount specified in Exhibit B of this Agreement.

Notice to Abode and an opportunity to present its views and recommendations must be accorded to Abode as specified hereinabove for cost underspending. Approval by the City's Program Manager of such rechanneling of

funds must be in writing.

8. DISCLOSURE OF CONFIDENTIAL CLIENT INFORMATION

To the extent allowed under law, City agrees to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors, or any other source. Without the written permission of the applicant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the Agreement, including those furnishing services under the Program through subcontracts, unless otherwise required by law.

9. ASSIGNABILITY AND INDEPENDENT CONTRACTOR REQUIREMENTS

- A. The relationship of Abode to City is that of an independent contractor. Abode has full rights to manage its employees subject to the requirements of the law. All persons employed by Abode in connection with this Agreement shall be employees of Abode and not employees of City in any respect. Abode shall be responsible for all employee benefits, including, but not limited to, statutory worker's compensation benefits.
- B. None of the work or services to be performed hereunder shall be delegated or subcontracted to third Parties without prior written City approval.
- C. No subcontractor of Abode will be recognized by City as such. All subcontractors are deemed to be employees of Abode, and Abode agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

10. COMPLIANCE WITH LAW

- A. Compliance: Abode shall become familiar and comply with and cause all its subcontractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations, and decrees, including, but not limited to, those federal rules and regulations outlined in Exhibit D, titled "Assurances", attached hereto and incorporated herein by this reference.
- B. Assurances: Failure of Abode, in any manner, to observe and adhere to law as described herein or as amended shall in no way relieve Abode of its responsibility to adhere to same and Abode herein acknowledges this responsibility. Abode shall hold City, its City Council, officers, employees and boards and commissions harmless from Abode's failure(s) to comply with any requirement imposed on

Abode by virtue of the utilization of City funds. Abode shall reimburse City for any disallowed costs and/or penalties imposed on City because of Abode's failure to comply with all applicable federal, state and local laws, ordinances, codes, regulations and decrees.

11. TERMS AND AMENDMENTS

Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual agreement in writing of the Parties hereto unless the amendments are made by HUD, in which case they will be adopted as ordered.

12. INTEGRATED DOCUMENT

This Agreement embodies the agreement between City and Abode and its terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

13. HOLD HARMLESS

Abode hereby releases and agrees to protect, defend, hold harmless, and indemnify City, its City Council, its officers, employees and elected officials, boards and commissions, and volunteers and agents from and against all claims, injury, liability, loss, cost and expense, or damage, however same may be caused, including all costs and reasonable attorney's fees, for any claim, injury, liability, loss, cost expense, or damage arising out of or in any way connected with this Agreement.

14. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of Abode, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to City or Abode with respect to such breach or default.

15. TERMINATION

A. Termination for Cause: Unearned payments under this Agreement may be suspended or terminated at any time before the date of completion by City if:

- 1) Abode fails to comply with existing conditions of the Agreement; or,
 - 2) Abode refuses to accept any additional conditions that may be imposed by City or the Federal government.
 - 3) Abode fails to implement required corrective actions in a timely and sufficient fashion.
- B. Termination for Convenience: Consistent with the applicable sections of 24 CFR §92.504 and 2 CFR §200.339, City or Abode may terminate or suspend this Agreement in whole or in part when both Parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditure of funds.
- C. Upon Suspension or Termination Abode Shall:
- 1) Not incur new obligations and shall cancel as many outstanding obligations as possible;
 - 2) Be paid only for services actually rendered to City to the date of such suspension or termination; provided, however, if this Agreement is suspended or terminated for fault of Abode, City shall be obligated to compensate Abode only for that portion of Abode's services which are of benefit to City;
 - 3) Turn over to City immediately any and all copies of studies, reports and other data, prepared by Abode or its subcontractors, whether or not completed, if any, in connection with this Agreement; such materials shall become property of City. Abode, however, shall not be liable for City's use of incomplete materials or for City's use of complete documents if used for other than the services contemplated by this Agreement; and,
 - 4) Act in accordance with the Closing Out Procedure. (See Section 16.)

16. CLOSING OUT PROCEDURE

- A. Abode is responsible for City's receipt of final billing by July 31, 2019 for the Utilization Period. After that date, City will accept no further billing for the Utilization Period. Any amount of the grant remaining unbilled after the applicable date may be reprogrammed by City without notice to Abode.
- B. City is not liable for any Abode expenses incurred after the Utilization Period of this Agreement.
- C. Closing Out does not impair the City's right to subsequently require repayment by Abode for disallowed costs or other adjustments, or any other City costs and

expenses related to this Agreement or the enforcement thereof.

17. MISCELLANEOUS PROVISIONS

- A. The Captions: The captions of the various sections, paragraphs, and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.
- B. No Third Party Beneficiary: This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.
- C. Severability Clause: In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.
- D. No Pledging of City's Credit: Under no circumstances shall Abode have the authority or power to pledge the credit of City or incur any obligation in the name of City. Abode shall save and hold harmless City, its City Council, its officers, employees, and boards and commissions for expenses arising out of this Agreement.
- E. Venue: In the event that suit shall be brought by any Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

///

///

///

///

///

The Parties to this Agreement hereby indicate their acknowledgement and acceptance of the terms and conditions stated herein as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the first day of the Utilization Period set forth above.

CITY OF SANTA CLARA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated:

BRIAN DOYLE
City Attorney

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“City”

ABODE SERVICES
a non-profit California corporation

By: _____

Name: Louis Chicoine

Title: Executive Officer

Local Address:
40849 Fremont Boulevard
Fremont, CA 94538
Telephone: (510) 657-7409
FAX: (510) 657-7293

“Abode”

EXHIBIT A

SCOPE OF WORK

Services to be Provided

The City of Santa Clara's Tenant Based Rental Assistance (TBRA) program assists homeless households and households in jeopardy of becoming homeless with an emphasis on assisting families with children and domestic violence survivors. The goal of the program is to assist participants in stabilizing their housing situation with housing search assistance, deposits and monthly rental subsidies. Further, case management services are included to help participants connect with social services, get on waitlists for affordable housing, financial budgeting, and employment/educational with the intent to increase participant's income so that they may transition to more affordable housing at the end of the program term and become self-sufficient. Abode will serve at least 40 unduplicated participants during the program year.

Abode Services will provide an array of housing services to ensure that households identified through the City of Santa Clara, and other partner agencies have access the Tenant Based Rental Assistance (TBRA) program. City of Santa Clara participants receive all the services they need to locate and maintain their housing. This includes, but is not limited to brokering relationships, determining participant eligibility, administering subsidy payments, and entering in to rental subsidy agreements with landlords. Abode Services will be responsible for conducting the Housing Quality Standards (HQS) Inspections and Lead Based Paint Inspections, will identify barriers to successful independent housing, and assist in the development of 6-month Housing Plans.

Abode Services will receive referrals from the County's Coordinated Assessment system for the City's TBRA program. Abode staff will assess and verify that the household meets the eligibility criteria based upon the City of Santa Clara's TBRA Program Guidelines as written and updated periodically.

The services provided by Abode include, but are not limited to:

1. Tenant Selection Criteria

Participants must meet all the criteria stated below to be considered for the Program:

- A. **Income**. Participants must be at or below 60% of Area Median Income (AMI) for the San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area as determined by HUD and updated annually. The City of Santa Clara uses the HUD 24 CFR Part 5 definition of income (aka, "Section 8"). Household income will be examined at entrance into the program, annually, and during any event that affects the household income (e.g., addition of a household member, increase/decrease of income). At least

two (2) months of source documentation (e.g., paystubs) will be required from all adult household members.

B. Residency. Participants must

- i. reside in (or have proof of a last permanent address in) the City of Santa Clara;
- ii. have a child attending a school in the Santa Clara Unified School District;
- iii. are currently working, or have a bonafide job offer, in the City of Santa Clara; OR
- iv. be homeless in the City of Santa Clara.

C. Homeless. Homelessness is defined as:

- i. Lacking a fixed and regular nighttime residence; or
- ii. Having a primary nighttime residence that is a supervised publically or privately operated shelter designated to provide temporary living accommodations; or
- iii. Residing in a public or private space not signed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
- iv. At risk of becoming homelessness. “At-Risk” is defined as imminently lose of primary nighttime residence within 14 days of the date of application (i.e., receiving a eviction notice), and lacks the resources needed to obtain permanent housing; or
- v. Is fleeing, or is attempting to flee, domestic violence, has no other residence and lacks the resources needed to obtain permanent housing.

Should further clarification of the above definitions be required, the definition used by the Santa Clara County Continuum of Care for eligible participants in its federally-funded programs shall apply.

D. Criminal Background Checks. Background checks are required to verify that the following households are not being served with federal funds:

- i. Sex offenders; and/or
- ii. Participants or any household member that has been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

E. Population Preferences. The target populations identified in the City’s Annual Action Plan are:

- i. Families: Households with one or more children under 18 years of age.

- ii. Individuals or families exiting housing exclusively designated for domestic violence survivors.

2. Authorization, Tracking and Disbursement of Financial Assistance:

Abode Services will be responsible for authorizing rental assistance for eligible households and issuing subsidy payment to landlords including security deposits as needed. Assistance will be provided for up to 12 months. Extensions for up to another 12 months will be based on criteria stated in the TBRA Guidelines.

Abode Services will ensure that all leases comply with HUD requirements in §92.253 (a) and (b) and there are no prohibited provisions contained in the leases. All leases must be in writing, signed by both owner and TBRA participant and the terms must be for at least one year, unless agreed upon by both parties.

The TBRA program will have a monthly Program Minimum participant share. Participants will start with a Program Minimum of fifty dollars (\$50.00) towards their monthly Total Housing Costs (THC); rent plus utilities. The Program Minimum will double every six months throughout the participant's program term. *Note: The participant will pay either the Program Minimum or 30% of their adjusted gross income towards their THC; whichever is greater.*

The Program will use Fair Market Rent (FMR) as its Rent Standard. The participant's rent plus utilities, THC, cannot exceed the Rent Standard.

Per CFR 24, 92.209 (h)(1) "The amount of the monthly assistance that a participating jurisdiction may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income." The TBRA program will use 24 CFR Part 5 to determine income eligibility

Abode Services will re-certify income at least once every 12 months or when an event substantially changes the household's subsidy amount. A supervisor will be required to review participant eligibility determination, recertification of income, approve all financial assistance payment using HOME funds, and authorize payment.

3. Housing Inspections and Rent Reasonableness:

Abode Services will conduct Housing Quality Standards (HQS) Inspections for all units for which rental assistance is being provided at initial move-in and annually.

- A. If the housing unit is built prior to 1978 and if those households residing in that housing have a child under the age of six then those units will be visually inspected.
 - i. If deteriorated paint is noted, the owner must stabilize each deteriorated paint surface and have the repaired area inspected and cleared by a certified risk assessor or certified lead-based paint inspector. Paint stabilization must occur before approval of tenancy for new units and within 30 days of notification for occupied units. In no event shall Abode Services pass HQS on a unit that failed the visual assessment without documentation from owner that paint stabilization work is completed and a signed Lead Paint Owner's Certification at conclusion of all repairs has been provided and documented in file.
- B. Abode Services will ensure verification that rental lease amounts comply with HOME regulations (§92.253 (a) and (b)) and restrictions and meet "rent reasonableness" standards. HQS and Rent reasonableness will be completed at least 24 hours prior to execution of lease agreement.

4. Housing Relocation and Stabilization Assistance

In order to assist participants with achieving housing stability and placement, clients will be offered up to 12 months of subsidy assistance. Deposit assistance of up to 2 times the rent is also available if needed. The possibility of a second term of up to 12 months based on criteria developed by the City and Abode Services is also available. Services may include, but not be limited to:

- A. Housing Services Coordination: Activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services and activities may include: counseling; referral to financial/ credit counseling; referral to legal services; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to financial assistance, and recertification of income every 12 months.
- B. Housing Search and Placement. Services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangements; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to

locating or retaining housing. HOME guidelines require the City to state if the subsidies may be used outside the City limits. While it would be ideal to locate the housing within the City's limits, the difficulty in finding affordable units in a timely manner is challenging in the current rental market. The units may be located anywhere within the County of Santa Clara.

5. Process for Termination of Housing Assistance.

Abode Services may terminate assistance to a program participant who violates program requirements. In terminating assistance to a program participant, Abode Services will utilize a formal appeal process that recognizes the rights of individuals receiving assistance.

6. Brokering Access to Other Resources Identified in Housing Plan

Abode Services will identify, broker, and secure services for the participant households to support their housing plan. The types of services to which participant households may need to be linked may include:

- Employment and training resources
- Childcare resources
- Benefit application assistance and advocacy
- Legal services
- Ongoing housing subsidies or access to affordable housing if indicated
- Behavioral health services (mental health and substance abuse)
- Medical services
- Food assistance programs
- Credit counseling and repair services
- Peer support networks or other community support

7. Data Collection in Clarity/HMIS and participation in Outcome Evaluation

As part of this contract Abode Services will enter information about client households and the funded services that they receive into the county-wide homeless management information system (HMIS) for those participants enrolled in the City of Santa Clara TBRA program.

8. Oversight and Reporting

Abode Services' has a structured housing department with housing specialists and housing program managers that provide an existing wealth of experience and housing inventory. Abode's Program Manager will be responsible for the overall direction of City of Santa Clara TBRA. This work will include housing/services integration; staff trainings in housing/case management services, tracking compliance, data collection and reporting; supervision of housing specialists;

providing connections to landlords; technical assistance to county agencies; and reporting outcome measures.

The fiscal integrity of the program will be overseen by the Director of Housing Programs, the Associate Director, and the Chief Financial Officer. Financial management is overseen by the Administration Committee of the Board of Directors on a monthly basis.

9. Outcome Measures and Reporting

Objective.

Creating suitable living environments. This objective is designed to benefit communities, families, or individuals by addressing issues in their living environment.

Outcome.

Affordability. Provide affordable housing options for low-income households.

Goal.

Assist homeless households find and maintain housing through the use of rental deposits, rental subsidies, and case management services.

Unduplicated Participants (Households Assisted)

Unduplicated Participants shall be defined as participants who receive services at least once a year but who may not be counted more than once in that year.

Outcome Measure Statement and Measurement Methodology

Quarterly reports are submitted measuring the success of the program. Abode Services will track and report on outcome measurements to be defined by the City of Santa Clara. These outcome measurements will include HUD required reporting information, and local outcome tracking measures. Providers will enter client level data into the Countywide HMIS system on an ongoing basis for all clients served under Santa Clara's TBRA program.

Quarterly meetings will be set up 15 days from the end of the quarter to review Abode Services' quarterly report and new client files for compliance with City of Santa Clara's TBRA program requirements. Meeting will also cover any billing and programmatic issues.

Outcome Measure #1	75% of participants will meet at least 50% of their stated personal goals within 12 months.
Measurement Methodology	# of program participants divided by number of participants achieving 50% of their stated goals.

Outcome Measure #2	75% of participants will remain housed 3 months after subsidy ends.
Measurement Methodology	# of clients remaining housed 3 months after the subsidy ends divided by the number of clients that left the program.

Attachment: Example of Quarterly Report to be Submitted

**City of Santa Clara Performance Report
Quarterly Report Q1 FY 2018/19**

FY 2018-19					
Unduplicated Participants	Q1	Q2	Q3	Q4	Total
TBRA Rental Subsidies	0	0	0	0	0
TBRA Security Deposits	0	0	0	0	0

Program Activity	Q1	Q2	Q3	Q4	Total
1. # Applications	0	0	0	0	0
2. # Applications Approved	0	0	0	0	0
3. # Applications Pending	0	0	0	0	0
4. # HQS	0	0	0	0	0
5. # of Case Management Sessions	0	0	0	0	0

TBRA Client Detail									
	1	2	3	4	5	6	7	8	9
Last Name	John Doe								
# Bedrooms	1 bedroom								
Security Deposit *	\$ 1,773								
Tenant Rent	\$ 266								
TBRA Subsidy	\$ 1,507								
Monthly Rent	\$ 1,773	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Household Income Category	0 to 30%								
Hispanic/Latino (yes/no)	No								
Household Race	Asian								
Household Size	2 persons								
Household Type	Single Parent								
Female Head of Household	Yes								
Deposit paid on behalf of tenant	Yes								
Household Newly Assisted	Yes								
Lease Term (months)	12								
HQS Performed	Yes								
Date HQS Performed	8/14/2017								
Homeless Person/Families	Yes								
Chronically Homeless	No								
*Only include security deposit paid by Abode on client behalf									

EXHIBIT B

**PUBLIC SERVICE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA,
AND
ABODE SERVICES FOR A TENANT-BASED RENTAL ASSISTANCE
PROGRAM**

2018-2019 BUDGET AND BASIS FOR REIMBURSEMENT

Reimbursement shall be based upon actual costs. Request for reimbursement may be made as often as monthly on a form acceptable to the City.

- A. Abode Services shall prepare a list of employees whose personnel costs are to be reimbursed under the Agreement, including their titles and pay rates.
- B. For all employees whose personnel costs are reimbursed under this Agreement, actual hours worked shall be based on individual timecards indicated hours worked on the City TBRA Program.

In no event shall the amount billed to City by Abode Services for services under this Agreement exceed the indicated dollar amounts per line item in the following Budget, subject to City funding appropriations.

Budget by Funding Source

Fiscal Year	2018-2019
Fund 562 HOME	\$958,000
Fund 169 SB341	\$140,000
Fund 165 CAHF	\$160,000
Total	\$1,258,000

Invoices for non-direct client support will be paid first from Fund 169 SB341 then Fund 165 CAHF.

Budget by Function

Class	Description	Salary	Benefits	FTE	Costs Annually	40 HHs Cost- 12 months
Salaries and Wages	Housing Specialist/Housing locator	48,000.00	12,000.00	1.00	60,000.00	60,000.00
Salaries and Wages	Housing Service Coordinator	48,000.00	12,000.00	1.00	60,000.00	60,000.00
Salaries and Wages	Housing Service Coordinator	48,000.00	12,000.00	0.89	53,280.00	53,280.00
Salaries and Wages	Program Manager/Supervision	65,000.00	16,250.00	0.40	32,500.00	32,500.00
Salaries and Wages SubTotals ¹:		209,000.00	52,250.00	3.29	205,780.00	205,780.00

		# of Households	Avg annual cost per client	Cost FY
Direct Client Support	Client Housing - Subsidies/Security deposit	40.00	23,700.00	948,000.00
Direct Client Support SubTotals ²:		-	-	948,000.00

Program Operations	Telephone			-	1,632.00
Program Operations	Travel				12,240.00
Program Operations	Background Checks				8,696.00
Program Operations SubTotals ³:		-	-	-	22,568.00

Admin- Subsidies - 5% of (2)					47,400.00
Admin- Staffing/ Operations - 15% of sum of (1) and (3)					34,252.00

Total Program Budget:					1,258,000.00
------------------------------	--	--	--	--	---------------------

HOME funds will be used for Direct Client Support (Rent Subsidies/ Security Deposits/HQS Inspection/ Eligibility Qualification)

EXHIBIT C

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ABODE SERVICES FOR A TENANT-BASED RENTAL ASSISTANCE PROGRAM

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Abode's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Abode shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

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

2. Exact structure and layering of the coverage shall be left to the discretion of Abode; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Abode to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Abode and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Abode included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Abode or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Abode's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Abode shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Abode's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Abode and City agree as follows:

1. Abode agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Abode, provide the same minimum insurance coverage required of Abode, except as with respect to limits. Abode agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Abode agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

- ## F. EVIDENCE OF COVERAGE

G. EVIDENCE OF COMPLIANCE

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-02 Contract over \$50,000 limited exposure.doc

EXHIBIT D

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ABODE SERVICES
FOR A TENANT-BASED RENTAL ASSISTANCE PROGRAM**

ASSURANCES

The Recipient of HOME funds, Abode, hereby assures and certifies compliance with all regulations, policies, guidelines and requirements (including, but not limited to, federal OMB Circulars No. A-87, A-102, A-110, and A-122), as they relate to the acceptance and use of Federal CDBG funds by private, non-profit organizations. Also the Abode assures and certifies to the City that:

1. It possesses legal authority to make a grant submission and to execute a community public service program;
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the corporation to submit the final statement and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Abode to act in connection with the submission of the final application and to provide such additional information as may be required;
3. The grant will be conducted and administered in compliance with:
 - a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d *et seq.*), as amended, and implementing regulations issued at 24 CFR Part 1; and
 - b. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284; 42 U.S.C. 3601 *et seq.*), as amended, implementing regulations issued at 24 CFR Part 107, and Executive Order 11063 ; and
 - c. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383; U.S.C. 5301 *et seq.*), as amended; and
 - d. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112; 29 U.S.C. 794), as amended; and
 - e. Executive Order 11246, the implementing regulations issued at 41 CFR Chapter 60, and the Development Act of 1968 (12 U.S.C. 1701u; and
 - f. The Age Discrimination Act of 1975 (Public Law 94-135; 42 U.S.C. 6101), as amended; and
 - g. Presidential Executive Order 13166 (“Improving Access to Services for Persons with Limited English Proficiency”); and
 - h. Executive Orders 11625, 12432 and 12138, encouraging the use of minority and

women-owned business enterprises in connection with activities funded under this grant.

4. It will affirmatively further fair housing.
5. It will apply the Uniform Accessibility Standards, at 24 CFR Part 40, Appendix A, as they relate to substantial rehabilitation or conversion.
6. It will implement the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846, and implementing regulations at 24 CFR Part 35).

EXHIBIT E

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ABODE SERVICES
FOR A TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**ETHICAL STANDARDS FOR ABODE SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If Abode does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with Abode can be imputed to Abode when the conduct occurred in connection with the individual's performance of duties for or on behalf of Abode, with Abode's knowledge, approval or acquiescence, Abode's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Abode no longer has the financial capability or business experience to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that Abode fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Abode's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective subcontractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Abode may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. Abode will have the burden of proof on the appeal. Abode shall have the opportunity to present evidence, both oral and documentary, and argument.

EXHIBIT F

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ABODE SERVICES
FOR A TENANT-BASED RENTAL ASSISTANCE PROGRAM**

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit E. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Abode" contained in Ethical Standards at footnote 1. Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said Abode [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ABODE SERVICES

a non-profit California corporation

By: _____

Signature of Authorized Person or Representative

Name: _____

Louis Chicoine

Title: _____

Executive Director

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of ALAMEDA }

On MAY 29, 2018 before me, MARGARITA J.D. MANSALAY, NOTARY PUBLIC
(Here insert name and title of the officer)

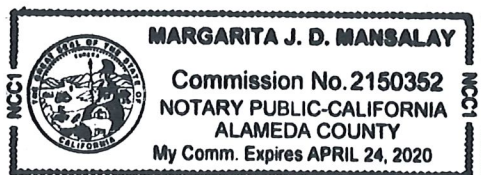
personally appeared LOUIS CHICONE,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

PUBLIC SERVICE GRANT AGREEMENT

(Title or description of attached document)

BY AND BETWEEN THE CITY OF

(Title or description of attached document continued)

Number of Pages 70 Document Date 5/29/18

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**City of
Santa Clara**
The Center of What's Possible

Housing & Community Services Division
1500 Warburton Avenue,
Santa Clara, CA 95050
(408) 615-2490

CITY OF SANTA CLARA TENANT-BASED RENTAL ASSISTANCE PROGRAM

POLICIES AND PROCEDURES MANUAL

Table of Contents

I.	Program Overview.....	3
II.	Funding Authorization.....	4
III.	Eligible Activities.....	4
IV.	Ineligible Activities	5
V.	Eligibility for Assistance	5
VI.	Tenant Selection.....	7
VII.	Unit Selection Approval	8
VIII.	Deposit Assistance	12
IX.	Lease, Lease Addendum, and TBRA Contract.....	12
X.	Recertification/Recalculation Triggers	13
XII.	Moves & Termination of Tenancy	14
XIII.	Grievance Process	14
XIV.	Appealing the termination of assistance.....	15
XV.	Reasonable Accommodation.....	16
XVI.	Housing Search Approval Extension Request.....	17
XVII.	Fair Housing and Non-Discrimination Policy	17
XVIII.	Definitions.....	19

Forms

- Appendix 1:** Program Expectations
- Appendix 2:** Request for Reasonable Accommodation or Modification
- Appendix 3:** Authorization for Disclosure of Health Information
- Appendix 4:** Request for Verification of Need for Accommodation/Modification
- Appendix 5:** Reasonable Accommodation/Modification Evaluation
- Appendix 6:** Housing Search Approval
- Appendix 7:** Housing Search Approval Extension Request: Assessment
- Appendix 8:** Formal Grievance Appeal Request
- Appendix 9:** Appeal of Termination
- Appendix 10:** Subsidy/Rent Calculation
- Appendix 11:** Homeless Definition

I. Program Overview

The City of Santa Clara's Tenant Based Rental Assistance (TBRA) program assists homeless households and households in jeopardy of becoming homeless with an emphasis on assisting families with children. The goal of the program is to assist participants in stabilizing their housing situation with housing search assistance, deposits and monthly rental subsidies. Further, case management services are included to help participants connect with social services, get on waitlists for affordable housing, financial budgeting, and employment/educational with the intent to increase participant's income so that they may transition to more affordable housing at the end of the program term.

The Program Administrator (PA) ensures that the participants are eligible, that they pay no more than 30% of their adjusted gross income towards their total housing costs, that the units they reside in meets inspection requirements, and that their monthly subsidized rent is paid. The program is designed to act as a "bridge" until participants enhance their self-sufficiency to the extent they can cover their full contract rent.

A. PA roles include, but are not limited to:

1. Being a direct point of contact for property managers/owners for questions, comments and concerns related to monthly rent payments -- and other factors pertinent to their partnerships with the program (e.g., inspections, rent increases);
2. Providing effective and ongoing case management (paid for through non-federal sources) for the participants, and keeping participants on track with their Exit Plan towards self-sufficiency;
3. Conducting inspections, eligibility analysis, disbursement of deposits and, subsidies, and
4. Reporting, outcomes, tracking, performance, and program monitoring.

B. CITY roles include, but are not limited to:

1. Provides funding and allocation of funds for the program.
2. Monitors performance of the contract, and supports policy/process development that maximizes service delivery.
3. Provide regulatory guidance

4. Review and process invoicing for reimbursements.
5. Reporting program results to local officials, and to HUD.

II. Funding Authorization

HOME: Funding for this program is authorized under the provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act, which established the HOME program. The HOME program is implemented through the United States Department of Housing and Urban Development (HUD) and is subject to the requirements of the Code of Federal Regulations (CFR), Section 24, Part 92.

At least annually, these guidelines are reviewed to determine if revisions are required. The Program Administrator shall be sent revised copies as they are published.

III. Eligible Activities

- A. Project Delivery. The following activities are considered project delivery costs under 24 CFR 92.206(d)(6), and can be reimbursed using HOME Entitlement dollars:
 1. The activities of verifying income of the participant(s) at initial entry into the program and at recertification; and
 2. The activity of performing Housing Quality Standards inspections of the housing units.
- B. Rental subsidies. The Subsidy/Rent Calculation is detailed in Appendix 10. The calculator is an Excel tool based upon the online HUD CPD Income Calculator found at <https://www.hudexchange.info/incomecalculator/>. The PA is not required to use the calculator if it already has its own calculation method; however, the resulting subsidy calculated must be the same as if the HUD CPD Income calculator was used.
- C. Subsidy Term. Eligible participants will receive up to up to 12 months of monthly rental assistance to help pay the costs of monthly rent and utilities (i.e., Total Housing Costs; TCH). Extensions beyond 12 months are reviewed and approved based on criteria detailed in Section V(E).
- D. Minimum Participant Share (MPS). The MPS toward their Total Housing Costs is \$50. The MPS will double every six months throughout the

- participant's program term. The participant will pay either the MPS or 30% of their adjusted gross income towards their THC, whichever is greater.
- E. Deposits. Security deposits of no more than 2 months of rent, if requested by participant and/or case manager.
 - F. Utility Reimbursements (UAR). Payment to cover the cost of utilities when the minimum tenant contribution does not cover the full cost of utilities.

IV. Ineligible Activities

- A. Limiting Housing Choice. Participants must be free to use the assistance in any eligible unit, similar to the Housing Choice Voucher program.
- B. Duplicating Subsidy. Rental assistance to a participant already receiving a subsidy under another Federal, state or local rental assistance program, if the subsidy would result in lowering the participant's rent and utility costs to less than 30% of the household income.
- C. Assisting homeowners, including resident owners of cooperative housing that qualifies as home ownership housing. Cooperative and mutual housing may qualify as either rental or owner-occupied housing under the Program, depending upon the provisions of the agreement applying to the unit.
- D. Preventing displacement or providing relocation assistance to households because of non-federally funded activities. Funds may be used only as relocation assistance for federally-funded activities.
- E. Providing rental assistance for overnight or temporary shelter. The assistance must be sufficient to enable the participant to rent a transitional or permanent housing unit that meets Housing Quality Standards (HQS).
- F. Case management or support services with HOME funds. Other sources of funding such as local funds may be used to pay for case management or supportive services.
- G. Utility deposits without rental assistance.
- H. Payment of rent arrearages.
- I. Any costs that are the responsibility of the tenant and are not included in the subsidy calculation and written tenant agreement.

V. Eligibility for Assistance

- A. Target Populations. Participants must fit within one or more of the target populations identified in the City's Action Plan(s). The target populations currently identified are households that are homeless or at risk of becoming homeless with preference given to:
1. Families with children. Households with one or more children under 18 years of age.
 2. Domestic Violence Survivors. Individuals or families exiting housing designed for domestic violence survivors.
- B. Participant Referrals. Participants will be pulled from two different types of referral sources:
1. The County's Coordinated Assessment List where the county will filter referrals based upon the program's preferences. *Note – Direct referrals from the City, schools, outreach providers, or other service providers will be accepted after a VISPDAT is completed, data inputted into the HMIS system, and the participant is entered into the Queue.*
 2. Confidential DV/SA Coordinated Assessment List for DV survivors.
- C. Verification of Homelessness. The TBRA program uses "The Homeless Definition and Eligibility for SHP, SPC, and ESG" to define and document homelessness (Attachment 12).
- D. Income definition and Income-Eligibility. The City of Santa Clara uses the HUD 24 CFR Part 5 as its definition of income (aka, "Section 8"). Participants' gross income may not exceed 60% of area median income for the area being served. Household income must be verified before assistance is provided and re-examined annually thereafter. Income limits are established by household size and revised annually by the Department of Housing and Urban Development (HUD). Current income limits can be found at <https://onecpd.info/resource-library/home-income-limits/>.
1. Income Eligibility and subsidy calculation will be completed by the PA. The PA may use its own calculation form(s); however, the resulting subsidy amount must be the same as if HUD's CPD Income Calculator was used. HUD's calculator is found at <https://www.hudexchange.info/incomecalculator/>.
 2. At least two (2) months of source documentation (e.g., paystubs) must be used when determining household income for all potential TBRA participants. Annual income shall include income from all persons in the

household over the age of 18. The only acceptable method of verifying income is for staff to review source documents evidencing annual income for the household. Examples of acceptable source documents include, but are not limited to, wage statements, interest statements, unemployment compensation statements, and third party written verification directly from the information source (i.e., employer), Social Security Statements, etc.

3. If the applicant does not have income (i.e., zero income) at the time of certification, a self-certification stating "Zero Income" must be completed.
- E. Self-Sufficiency Program Engagement. All participants must have an Exit/Self-Sufficiency Plan. Progress toward self-sufficiency goals is tracked by the case manager. Failure to stay engaged or make progress toward goals will result in not being considered for an extension after the initial 12-months.
- F. Subsidy Extension. To be considered for an extension past the initial 12-month term, the participant must have accomplished progress towards self-sufficiency which includes, but is not limited to:
 1. Be on at least three (3) affordable housing wait lists;
 2. No lease violations or missed rent payments,
 3. Have a household income equivalent to working a minimum wage job at 40 hours per week; **OR**, be in a workforce program or education program that will be completed within the extension term.

VI. Tenant Selection

- A. The target population(s) include families with children and domestic violence survivors transitioning out of housing designed for domestic violence survivors. Local preferences do not limit opportunities based on race, color, religion, sex, national origin, handicap, or familial status. A person given a preference for the Program may not be prohibited from applying for or participating in other available programs or forms of assistance for which he or she might qualify.
- B. The PA will perform a criminal background check. A household will not be considered for the program if a participant or household member is:
 1. Subject to a lifetime registration requirement under any state's sex offender program (24CFR 960.204, 24CFR 982.553).
 2. Has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing (24CFR 960.204, 24CFR 982.553)

- C. At the time initial eligibility, participants must be residing in Santa Clara, have a job in Santa Clara, have a bonafide job offer in Santa Clara, or have a child attending a school in Santa Clara, . If the participant is homeless when eligibility forms are submitted, and they sleep in Santa Clara, they will be considered a Santa Clara resident.
- D. A Section 8 waiting list applicant who qualified for a tenant selection preference because the household was living in substandard housing would continue to qualify for this preference, even after receiving Program assistance in a standard dwelling. This policy enables families to receive assistance without jeopardizing their opportunity to receive Section 8 assistance.
- E. HMIS Intake – A participant must have completed a VISPDAT and been entered into the Homeless Management Information System (HMIS), or into the confidential data collection system for DV survivors. An HMIS Release of Information form must be signed (except for DV survivors) to begin the eligibility documentation.
- F. Housing Search Approval – After the participant is approved to participate in the program, the participant is issued a Housing Search Letter (Appendix 6) which authorizes the participant and the Housing Coordinator to begin the housing search. The Housing Search Letter does not guarantee housing. If all available spots in the program are taken, housing searches are put on hold until another spot comes available. All housing searches must be completed within six months of initial approval. If the search goes beyond six months, new income verification will be required. *See section XVI for rules on extending the Housing Search period.*
- G. Program Orientation – The purpose of the orientation is to ensure that the participant: (1) understands their rights and responsibilities, as well as those of the PA, case manager, and the landlord, and (2) has sufficient guidance to make an informed choice of housing, and be successful in the program.

VII. Unit Selection Approval

- A. Occupancy Standards. Occupancy Standards are used to prevent over-crowding situations, and to determine unit size that the participant is eligible for and the amount of assistance to be provided. It is important that the participant can afford the unit after the subsidy ends. Fair housing rules allow for a household to select a smaller unit so long as it does not create an over-crowding condition. In conjunction with the annual re-examination of income,

the PA will re-examine the household composition to determine whether the current unit is still appropriate.

TBRA Occupancy Standards

Unit Type	Typical # permitted
Independent Dwelling Unit (i.e., room in a house)	1 person
Studio/Efficiency Room	Up to 2 persons
1 – Bedroom	Up to 3 persons
2 – Bedroom	Up to 5 persons
3 – Bedroom	Up to 7 persons
4 – Bedroom	Up to 9 persons

Exceptions to the above occupancy standards are considered on a case-by-case basis, and with landlord approval. Considerations include, but are not limited to: Requests related to a Reasonable Accommodations request.

- B. Unit Type/Approval. Participants may select units that are publicly or privately-owned; however, the Program may not be provided to a participant who proposes to rent a unit that receives a project-based rental assistance through federal, state or local programs if the assistance would lower the participant's rent and utility costs to less than 30% of the household's monthly income.

When the participant has located a unit, and the landlord has agreed to participate, the case manager shall submit a Request for Tenancy Approval along with the landlord's W-9 to the PA. The Request for Tenancy Approval provides essential information about the property (bedroom size, utility combination, proposed rent, ownership information). The submission of this document indicates to the PA to move forward with the HQS inspection, rent negotiations, and review of the lease.

- C. Rent Standard. HOME requires a Rent Standard to be set by the municipality for each available unit size. The Rent Standard is intended to represent Total Housing Costs (rent and utilities) in the service area for moderately priced units that meet HQS. **The rent charged plus utilities of the unit selected by the household may NOT exceed the Rent Standard.**

The program's Rent Standard is based upon HUD-Approved Fair Market Rents (FMR) as updated annually by HUD for the San Jose-Sunnyvale-Santa Clara, CA HUD Metro Area. The current FMRs can be found at <https://www.huduser.gov/portal/datasets/fmr.html>.

D. Calculating Tenant Share and Subsidy (Typical Occupancy). Assuming the client has been deemed eligible for the program, the following steps must be completed.

1. **Determine Total Housing Costs (THC)**. Rent plus utilities cannot exceed the Rent Standard for the applicable unit size.
2. **Calculate Tenant's Share (TS)**. Multiply the tenant's Adjusted Monthly Income by 30%. The Tenant Share is the **greater** of this result or the Program Minimum. **A review of the TS is done as needed since the Program Minimum doubles every six months.** **If rounding is being used, the result of this calculation must be rounded **up** to prevent HOME funds from exceeding its maximum allowable subsidy amount.*
3. **Calculate Maximum Subsidy**. Subtract TS from the THC. **If rounding is being used, the result of this calculation must be rounded **down** to prevent HOME funds from exceeding its maximum allowable subsidy amount.*

EXAMPLE

Months 1-6

Jones Household has an initial adjusted monthly income of \$40/month. They choose a 2 bedroom unit at \$2,250 (utilities included).

Step 1 – **THC is \$2,250** (under the Rent Standard).

Step 2 – **TS is \$50**. The calculated share is \$40; however, the Program Minimum (PM) is \$50.

Step 3 – **Maximum Subsidy is \$2,200**.

Months 7-12

Income increases to \$10,000/yr. The PM has doubled to \$100.

Step 1 – **THC is \$2,250** (still under the Rent Standard).

Step 2 – **TS is \$250**. The calculated share is \$250 and the PM is now \$100. TS is the greater between the calculated share and the PM of \$100.

Step 3 – **Maximum Subsidy is \$2,000**.

Months 13-18

Jones Household has complied with enough steps to be considered for an extension. Rent has gone up by \$100 to \$2,350. Income is still \$10,000/yr. The PM has doubled to \$200.

Step 1 – **THC is \$2,350** (still under the Rent Standard).

Step 2 – **TS is \$250**. The calculated share is \$250 and the PM is now \$200. TS is the greater between the calculated share and the PM of \$200.

Step 3 – **Maximum Subsidy is \$2,100**.

Months 19-24

Income increases to \$32,000. The PM has doubled to \$400.

Step 1 – **THC is \$2,350.**

Step 2 – **TS is \$800.** The calculated share is \$800 and the PM is now \$400; TS is the greater.

Step 3 – **Maximum Subsidy is \$2,000.**

E. Calculating Tenant Share and Subsidy (Shared Housing)

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the prorate share of the payment standard for the shared housing unit. The prorate share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number bedrooms in the unit. The utility allowance for an assisted family living in shared housing is the prorate share of the utility allowance for the shared housing unit.

Step 1 – Determine whether the rent for the overall home is reasonable.

Step 2 – Determine whether the rent for the room is reasonable.

EXAMPLE 1: *An individual occupies one bedroom of a 3-bedroom dwelling.* John rents one room in Steve's 3-bedroom house, and shares common areas. Steve charges John \$400 per month including utilities.

The FMR/Payment Standard in the area for a 3-bedroom unit is \$1200 per month. The FMR/Payment Standard for a 1-bedroom unit is \$525. John's total maximum allowable rent would be **the lesser of:**

- o The pro-rata share of 1/3 of \$1200 = \$400
- o The one-bedroom FMR/payment standard = \$525

John is able to rent this unit because he is being charged \$400 for rent and utilities which, in this example, is the same as the pro-rate share.

EXAMPLE 2: *A family occupies three bedrooms of a 5-bedroom dwelling.* The Sanders family occupies three bedrooms of a 5-bedroom house. The Sanders are charged \$950 for rent and utilities.

The FMR/Payment Standard in the Sander's community for a 5-bedroom unit is \$1,500 per month; the 3-bedroom FMR is \$1,200 per month. The Sanders' total maximum allowable rent would be **the lesser of:**

- o The pro-rate share 3/5 of \$1,500 = \$ 900
- o The three-bedroom FMR/payment standard = \$1200

In this case the pro-rata share is \$900, \$50 less than the FMR/Payment Standard. The Sanders would need to negotiate the rent downward to \$900 or find another unit.

- F. Rent Reasonableness. Contract rent amounts must be reasonable in comparison to rents charged for comparable, unassisted units in the area. The City's PA must document rent reasonableness. A proposed contract rent amount must be disapproved if the rent is not considered reasonable. Documentation of three (3) comparable units is recommended for record keeping purposes.
- G. Housing Quality Standards (HQS) Inspections. The PA performs all HQS inspections. If a unit fails to pass inspection, the landlord will be given a reasonable period (e.g., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiencies. If the landlord fails to make the needed corrections, the PA will, with adequate notice to the landlord and participant, terminate the TBRA Housing Assistance Payment (HAP) contract. Inspections are performed at two points in time:
 - 1. Initial HQS Inspections – All units must meet Section 8 HQS. Inspections must be made prior to a participant occupying the unit.
 - 2. Annual HQS Inspections – The TBRA Program regulation requires that all units assisted with TBRA funds meet Section 8 HQS and are inspected annually. Units may also be inspected because of housing quality complaints initiated by the landlord or the participant.
- H. Lead Based Paint. HUD Lead Regulation 24 CFR Part 35, Subpart M, applies to the Program. **The regulation only applies to structures built before 1978; and that will house children under the age of six.**

VIII. Deposit Assistance

The maximum amount of a security deposit is the equivalent of two months' rent for the unit. Deposits for the TBRA program are provided as a grant to the participant. Security deposit payments are made to the landlord. The landlord must follow California and local laws regarding the return of the security deposit to the tenant.

IX. Lease, Lease Addendum, and TBRA Contract

- A. Lease. The TBRA participant and the landlord or designee must enter into a lease of at least one year (unless agreed upon by all parties) that shall continue

until: (1) the lease is terminated by the landlord in accordance with state landlord/tenant laws; or (2) the lease is terminated by the participant in accordance with the lease or by mutual agreement. Termination of the TBRA subsidy does not necessitate the termination of the lease.

- B. Addendum. The lease should not include any of the HUD-prohibited lease provisions (24 CFR 92.253).
- C. HAP Contract. The term of rental assistance must begin on the first day of the term of the lease. The term of assistance should not exceed 12 months (unless it is extended through a formal approval process). If rental assistance is extended through the formal process, the absolute maximum program term is 24 months.

X. Recertification/Recalculation Triggers

- A. Continued Eligibility. Each participant's eligibility to participate in the program must be recertified annually. The City's PA will recertify household composition and income using the same procedures as described in the initial eligibility process.
- B. Rent Increases. A landlord has the right to submit a rent increase request, after the initial lease term. The rent increase request must be submitted to the PA, and the case manager and tenant copied. The rent reasonableness process must be initiated by the PA in order to approve the rent increase request.
- C. Income Decreases. The participant must notify the PA immediately when their income decreases more than \$200/month. The participant must provide supporting documentation (e.g., letter from 3rd party describing reason for reduction). The PA must complete a re-certification to determine the participant's new subsidy based upon the participant's new income.
- D. Income Increases. The participant must notify the PA immediately when their household income increases more than \$200/month.

The PA must complete a recertification of income after it receives 2 months of 3rd party income verification showing the new income levels. When the PA completes the recertification, it must notify the participant and the landlord of their new subsidy amount.

- E. Change in Family Composition. The participant must notify the PA and their Case Manager immediately to report any planned additions or deletions to the family composition. Any additional individuals added, with the exception of a

minor who is an immediate relation (e.g., son, daughter, grandchild, etc.) to the head of household, must be approved by the PA. The participant must also notify the landlord, and receive approval, for any additional members that would move into the household, as only individuals written into the lease agreement are authorized to live in the rental unit.

XII. Moves & Termination of Tenancy

- A. Move Requests. If a participant requires/requests a move to a new unit, and there is no eviction for cause, the participant must notify their case manager and the PA to get approval to begin a new housing search.
- B. Evictions (due to lease violation). If a participant is evicted for cause, the participant must submit a request to their case manager to continue receiving assistance through the TBRA program. The participant's status in the program will be evaluated. Subsidy may be terminated as lease violations are reason for termination from the Program.
- C. Termination of Tenancy. Ninety (90) days prior to the end of the participant's TBRA program term, the City's PA will mail a letter (Subsidy Termination Notice) to the landlord, case manager, and participant notifying them of the pending termination of their assistance. The letter will detail the reason(s) for the subsidy termination. See Section XIV for appeal process.
- D. Abandonment of Unit. The definition of "abandonment" is when a participant fails to occupy the subsidized unit for longer than two months, or does not occupy their unit for more than 15 days out of any month without notification. Abandonment will be effective when the landlord legally notifies the tenant that they intend to take possession of the unit due to abandonment. Examples of abandonment are:
 - 1. Death. Should the participant pass away while in the TBRA Program, his/her subsidy will be paid through the following month.
 - 2. Incarceration/General Abandonment. If the participant's incarceration results in the abandonment of the unit for more than two months, the TBRA subsidy will cease after the second month is paid. Re-entry into the TBRA program will be determined on a case-by-case basis through a review of the participant's Exit Plan and progress.

XIII. Grievance Process

If a participant has a complaint about a service, program decision, and/or a procedure of the TBRA program, the participant must follow the grievance process.

- A. The participant must first discuss the matter with their case manager in an effort to reach an informal resolution.
- B. If an informal resolution is not achieved, or if the participant does not feel that they can discuss the matter with their case manager, they may file a written grievance with the case manager's supervisor using the Form in Appendix 8.
- C. A grievance must be filed within 30 days or it will not be considered. The grievance form must include the following information:
 - 1. The specific incident or experience.
 - 2. The complaint.
 - 3. The desired outcome.
 - 4. Participant's signature and date
- D. The case manager's supervisor must schedule a meeting with the case manager and the participant, and the meeting must be held within 10 businesses days of the supervisor's receipt of the grievance.
- E. If the participant fails to attend the meeting, the complaint will not be considered and the grievance dismissed.
- F. The case manager's supervisor will provide a written letter of the final decision to the program participant within five (5) business days of the meeting. The decision shall be final.

XIV. Appealing the termination of assistance.

A participant shall have the opportunity to appeal decisions regarding termination of assistance due to non-compliance of program policies and/or lease violations.

Termining out of the program cannot be appealed. The following steps must be completed to appeal the termination from the TBRA program. **NOTE: The Termination Notice remains in effect throughout the appeal period. Termination of subsidy will occur on date specified on the Termination Notice until otherwise stated in writing.**

- A. Request a meeting in writing (email is acceptable) with the case manager within **5 business days of the date on the Termination Notice**. The purpose of the meeting is to discuss the participant's progress on their Exit Plan, and the reasons for termination (e.g., lease violation, violating program requirements).
1. If it is determined that the participant has secured an alternative sustainable housing option (e.g., permanent affordable housing, Section 8 Voucher), the participant may file an appeal to the PA using the form found in Appendix 8.
 2. If it is determined that the participant has made significant efforts (e.g., participant has proof of placement on at least three wait lists for affordable housing) to find sustainable permanent housing during their tenure in the program, the participant may file an appeal to the PA using the form found in Appendix 8.
 3. If it is determined that the participant is not in violation of their lease and/or a program requirement, the participant may file an appeal to the PA using the form found in Appendix 8.
- B. The meeting with the case manager must occur within **5 business days of the request**.
- C. The case manager must notify the participant in writing of their decision to support or not support the appeal within **3 business days of the meeting**.
- D. The participant can appeal the case manager's decision to the case manager's supervisor. The participant must make their request in writing (email is acceptable) to the case manager's supervisor **5 business days after being notified of the case manager's decision**.
- E. The meeting with the case manager's supervisor must be held within **5 business days of the request**.
- F. The supervisor must notify the participant in writing of their decision to support or not support the appeal within **3 business days of the meeting**. The supervisor's decision is final.

XV. Reasonable Accommodation

The TBRA program complies with the American with Disabilities Act and all other fair housing laws pertaining to reasonable accommodations. Persons with disabilities are legally entitled to reasonable accommodations in order to have the full use and enjoyment of housing provided by the program. Reasonable accommodation for persons with disabilities will be provided at all stages of the application, interview, selection process, and during residency.

Reasonable accommodation can include adjustments to rules, policies, practices and procedures as well as modifications required to accommodate special needs as a result of a disability. The program is not required to offer an accommodation unless the tenant has requested such accommodation. However, a tenant is not required to use the term "reasonable accommodation" in order to make a request. Any request made in a manner that a reasonable person would understand to be a request for a change, exception or adjustment to a rule, policy, practice, or service because of a disability must be treated as a request for reasonable accommodation.

The PA is responsible for completing a "Request for Reasonable Accommodation or Modification" form(s) (Appendix 2-5).

XVI. Housing Search Approval Extension Request

A Housing Search Approval is issued to a participant upon completion of the eligibility process and acceptance into the program. After the initial 120 calendar-day search period is over, an Approval may be extended once for another 60 days.

Reasons for an extension include, but are not limited to, extenuating circumstances such as serious illness of self or household member, death in the family, or other event that impacts a participant's ability to effectively search for housing within the initial 120-day search period. *Note: It is recommended, that the case manager check in weekly with the participant to establish, in writing, the client's efforts to actively and consistently searching for housing. This can be done through housing applications submitted, phone logs, etc.*

If an extension of the initial 120-day search period is desired, the case manager and participant must complete the Housing Search Approval Extension Assessment Form (Appendix 7) **7 days prior** to the end of the initial 120-day search period. If the extension is not granted, the participant may appeal by following the program's appeals process.

XVII. Fair Housing and Non-Discrimination Policy

TBRA program staff may not discriminate against any person(s) in the terms, conditions, or privileges of rental of an apartment or otherwise make unavailable or deny the provisions of services or facilities in connection therewith, because of race, color, religion, national origin, age, familial status, disability, or sex. They will obey all applicable federal, State, and local fair housing laws and promote affirmative fair housing.

TBRA program staff shall adhere to the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), and the provisions of the Rumford Act and Unruh Act in California Law.

Housing providers that receive federal financial assistance are subject to the requirements of Section 504 of the Rehabilitation Act of 1973. 29 U.S.C. § 794. Section 504, and its implementing regulations in 24 C.F.R. Part 8, prohibit discrimination based on disability, and obligate housing providers to make and pay for structural changes to facilities, if needed as a reasonable accommodation for applicants and participants with disabilities, unless doing so poses an undue financial and administrative burden.

All advertising shall conform to Section 804 (c) of Title VIII of the Civil Rights Act of 1968 (42 USC 3604 (c)), as amended, which makes it unlawful to make, print or publish, or cause to be made, printed, or published any notice, statement or advertisement, with respect to the sale or rental of a dwelling, that indicates any preference limitation, or discrimination based on race, color, religion, ancestry, sex, national origin, age, sexual orientation, marital status, families with children, medical condition, source of income, and physical or mental disability, or an intention to make such preference, limitation or discrimination.

All radio, TV, or newspaper advertising, pamphlets, or brochures used will identify the project's disability accessibility and contain the appropriate fair housing logotype or the equal housing opportunity slogan. In all space advertising, the equal housing opportunity logotype statement or slogan shall be of a size, which conforms to the standards of Fair Housing Advertising. Any human models used in photographs, drawings or other graphic techniques shall portray persons in an equal social setting and shall indicate that the housing is open to all without regard to race, color, religion, ancestry, sex, national origin, age, sexual orientation, marital status, families with children, medical condition, source of income, and physical or mental disability (must possess capacity to enter into legal contract) and is not for exclusive use of one such group.

Staff will take the time to explain the TBRA Program, or specific Project, and how the different requirements work and how they may benefit the applicant. TBRA

Program staff shall make a positive effort to provide all applicants with all the assistance and information they need.

XVIII. Definitions

Adjusted Gross Income – The amount of income earned after any deductions (e.g., child deduction, disability deduction, taxes and health insurance premiums) are made.

CFR (Code of Federal Regulations) – The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis.

Case Management – A housing, relocation, and stabilization activity consisting with the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants. Services include, but are not limited to: counseling, developing, securing, and coordinating services; monitoring and evaluating program participants' progress towards goals, assuring that program participant's rights are protected; developing individualized housing and service plans, including a path to permanent housing stability once the participant is no longer receiving TBRA financial assistance.

Data Collection and Evaluation – An eligible TBRA activity that includes the collection and entering of client data in compliance with the TBRA data standards and the Division's reporting requirements. Data collected is entered into the Homeless Management Information System Database (HMIS) and reported to the Division via a QPR.

Eligible Activity – An activity provided under the TBRA program to clients who have met certain criteria as defined in the TBRA regulations and the agency providing service.

Emergency Shelter – Any facility the primary purpose of which is to provide temporary shelter on a first- come, first-served basis for the homeless, where clients must leave in the morning and there is no guaranteed bed for the next night, or other short-term transitional shelter (less than 6 months).

Families – One or more adults with dependent children under the age of 18, or with dependent adults.

Financial Assistance – An eligible activity funded through the TBRA program that provides housing assistance via rental, utility, or security/utility deposit.

Gross Income – The amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Homeless Management Information System (HMIS) – HUD has required the implementation and operation of management information systems for the purpose of collecting unduplicated counts of homeless and at-risk of homeless clients assisted with TBRA funds. TBRA data standards are collected and entered into the HMIS database to track services and assistance provided to eligible clients. Sub-recipients of TBRA funds are required to participate and report in the HMIS system.

Homeless Prevention – An eligible activity that provides financial assistance to eligible clients at risk of becoming homeless. Assistance may be provided in the form of: rental, utility, security and utility deposits. Primarily, rental assistance when eviction is imminent, utility assistance when services are being terminated, and 1st month's rent, security or utility deposits for obtaining permanent housing. Clients receiving TBRA assistance would either be homeless, or at risk of becoming homeless.

Household – A household is a single individual or group of persons who together apply to a TBRA-funded program for assistance and together meet the conditions outlined in the TBRA Notice for eligible program participants. Note that if two unrelated individuals are joint parties to a lease, a grantee must consider total household income to determine eligibility (i.e., either the whole household is eligible for assistance, or the whole household is not).

Housing Quality Standards – Housing assisted under the TBRA program must meet HUD's minimum Housing Quality Standards (HQS), and provide safe and sanitary housing.

HUD – The U.S. Department of Housing and Urban Development.

Income – Any money that goes to, or on behalf of, the head of the household or spouse (even if temporarily absent) or to any other household member. This includes current gross income of all adult household members and unearned income attributable to a minor (e.g., child support, TANF payments, SSI payment, and other benefits paid on behalf of a minor)

Income Inclusions/Exclusions – TBRA definition contains income "inclusions" (types of income to be counted) and "exclusions" (types of income that are not considered) for all adult members of a household.

Income Limit – Households receiving TBRA assistance must be at or below 60% of Area Median Income for the County of residence.

Ineligible Activities – Specific activities not allowed using TBRA funds.

Lead-Based Paint Poisoning Prevention Act of 1973 – Regulation enacted to help prevent lead-poisoning in young children and pregnant women.

Recertification – A participant's continued eligibility to receive assistance is reevaluated annually, after an income increase/decrease, and/or if the household composition changes.

Rent Reasonableness – The total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market, and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units. An analysis of (3) comparable units is required.

Program Administrator (PA) – Entity that administers the TBRA program.

Service Provider – Any entity that is successfully involved in providing needed services to the City of Santa Clara's homeless.

Staff Certification – An affidavit that serves as documentation that the TBRA-assisted household meets all eligibility criteria for TBRA assistance, signed by staff person(s) who determined TBRA eligibility. Once signed the affidavit is placed in the client file.

Utility Allowance Reimbursement (UAR) – This is the amount issued to the participant or utility company if the tenant's share of total housing costs is such that it is not enough to pay for utilities. For example, if the tenant has zero income, and their utility allowance is \$70, the tenant would still need to pay the minimum program amount of \$50 towards their utilities, the program would pay the full rent, and a UAR of \$20 would be paid to the utility company or participant.

PROGRAM EXPECTATIONS (APPENDIX 1)

Program Summary

The TBRA Program connects homeless families and individuals in Santa Clara identified through Santa Clara County's coordinated assessment system to permanent housing through the use of time-limited (up to 12 months) financial assistance and targeted supportive services.

Target Population

Households, with a preference towards households with children, experiencing homelessness that can achieve economic self-sufficiency and/or be prepared to pay the total cost of their contract rent within 12 months.

Participant Responsibilities

- Aim to spend no more than half of your monthly income on rent and utilities.
- Actively participate in the development of short/long term economic self-sufficiency goals
- With case management assistance, secure suitable employment*, if not already employed
- Attend scheduled appointments, and required workshops/trainings
- Respond to phone calls and emails within two business days
- Communicate issues/concerns promptly to your Case Manager
- Include your Case Manager on all correspondence with the Property Owner/Manager
- Comply with the terms of your rental lease including, but not limited to, only allowing individuals on the lease reside in the unit.
- Abusive/threatening language or behavior directed toward any program staff, property owners/management staff, or anyone affiliated with the program is **NOT** tolerated.

Failure to meet the Participant Responsibilities, may result in termination from the program.

*State of California's Employment Development Department defines suitable employment as work in the individual's usual occupation or for which he/she is reasonably fitted.

Case Manager Responsibilities

- Assist assigned participants with housing search, placement, and maintaining housing. Support effective communication between landlord and participant.
- Work with participants to develop a customized Exit Plan focused on economic self-sufficiency
- Provide follow-up services after participants exit the program to help prevent returns to homelessness

By signing below, I declare that I understand the expectations, and wish to participate in the 12-month TBRA program.

Participant (print)

Participant (signature) and date

Case Manager (print)

Case Manager (signature) and date

REQUEST FOR REASONABLE ACCOMMODATION or MODIFICATION (APPENDIX 2)

Head of Household: _____ Program/Site: _____

1. The following household member is an individual with a disability as defined by federal and state fair housing laws [(a) has a physical or mental impairment that substantially limits one or more life activities; or (b) has a record of having such an impairment; or (c) is regarded as having such an impairment]:

Name: _____

Address: _____ Unit #: _____

2. As a result of this disability, I am requesting the following reasonable accommodation or modification for my household (please check one or more boxes below).

☐ Change in Eligibility Screening Criteria, as it relates to: ☐ Rental History ☐ Criminal History ☐ Other

☐ Unit modification or unit transfer (specify): _____

☐ Other (specify): _____

3. I/We need this reasonable accommodation so that I/we can: _____

4. List the name of the individual who can verify the disability and the need for the accommodation requested. This should be the individual providing professional services that relate to the disability.

Name: _____ Title: _____

Address: _____

Phone/Fax: _____ Email: _____

☐ Disability Verification Attached (If box is checked, Resident has provided Documentation of Disability). I give Abode Services permission to contact the above individual for purposes of verifying that I have (or a household member has) a disability and a need for reasonable accommodation or modification. I understand that information obtained will be kept confidential and used solely to determine if the accommodation or modification request will be granted.

Printed Name: _____ Phone: _____

Signature: _____ Date: _____



AUTHORIZATION FOR DISCLOSURE OF HEALTH INFORMATION (APPENDIX 3)

This section to be completed by Program Administrator Staff

Property: _____ Unit: _____

Generally, the Program Administrator would like to provide an answer to resident/applicant's Reasonable Accommodation Request within 21 calendar days of the request, so timely processing of this accommodation is critical. Approval take approximately 3 business days.

For all request packets, please include this cover sheet:

- ☐ Request for Reasonable Accommodation; and
- ☐ Verification of Need for Reasonable Accommodation (after 3 attempts over a 2 week period submit request to 504 compliance officer and send documented attempts)

<u>Modification</u> requests, include: <input type="checkbox"/> Photos of the areas affected; and <input type="checkbox"/> Reasonable Modification Evaluation Form with top portion completed	<u>Unit transfer</u> requests, include: <input type="checkbox"/> Unit Transfer Request Form; and <input type="checkbox"/> Description of the unit available in comments section below (e.g. type, features, waitlist)	<u>Live-in aide (LIA)</u> requests, include: <input type="checkbox"/> Copy of LIA's ID, SS card, criminal reports; and <input type="checkbox"/> LIA Verification, self-affidavit, and background check release
---	---	--

Staff Comments: _____

After Supervisor signing, email packet to reasacom@abodeservices.org (file originals in tenant file)
Email Subject line: Resident/Applicant Initials – Property – Date Submitted (e.g., MJ – 1731 Ross – 1/1/2017)

Date submitted to 504 Compliance Officer: _____

This section to be completed by Property Supervisor/Services Supervisor

Date received: _____ Date submitted to Facilities (if modification): _____

Does this request impose an undue financial or administrative burden on the property? ☐ Yes ☐ No

If yes, explain: _____

Recommendation: ☐ Approve ☐ Deny ☐ Other

If deny or other, explain and/or describe alternatives: _____

Supervisor Signature

504 Compliance Officer Signature

- ☐ Approve
- ☐ Deny
- ☐ Other: _____



REQUEST FOR VERIFICATION OF NEED FOR ACCOMODATION/MODIFICATION (APPENDIX 4)

APPLICANT/RES. FIRST NAME	LAST NAME	SOCIAL SECURITY NUMBER
PHYSICIAN/PROVIDER NAME	MAILING ADDRESS	STATE/ZIP
CONTACT PERSON	PHONE NUMBER	FAX

DEAR CARE PROVIDER:

The individual listed above has identified him/herself as being disabled, and has asked for a Reasonable Accommodation from our property to meet certain needs dictated by the disability. Abode Services grants Reasonable Accommodations based, in part, by verification of need from a qualified professional who has direct experience with the individual's disability. You have been authorized to release information to us regarding the need for an accommodation. We are not asking for any information relating to the nature or the severity of the individual's disability. We ask your cooperation in providing the following information, and faxing or mailing it to:

FAX: _____ OR Property Address: _____

TO BE COMPLETED BY PHYSICIAN or QUALIFIED HEALTH CARE PROVIDER

The California Fair Employment and Housing Act, defines a "disability" as a physical or mental impairment, which limits one or more of a person's major life activities.

5. Does this individual have a disability as defined above? ☐ Yes ☐ No
6. If yes, does this individual, because of this disability, require an accommodation in any rules, policies, practices or services of Abode Services to have an equal opportunity to use and enjoy his/her home? ☐ Yes ☐ No
7. If yes, describe the relationship between the requested accommodation/modification and the individual's disability:
- _____
8. As an alternative to the accommodation/modification requested, would the following also meet the resident/applicant's need? ☐ Yes ☐ No *If "No", describe a possible alternative accommodation/modification being requested:*
- _____

I declare under penalty of perjury in the State of California that I am a medical/social service professional or other third party with the knowledge necessary to provide the information. I also certify that the foregoing is true and correct and I understand that the information I have supplied is being relied upon by third parties to make decisions relating to the housing of the individual.

Name (print) _____	Position _____
Address _____	Telephone _____
Signature _____	Date _____

PENALTIES FOR MISUSING THIS CONSENT: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at ** 208(a) (6), (7) and (8).** Violation of these provisions are cited as violations of 42 U.S.C. Section ** 408(a) (6), (7) and (8).**

REASONABLE ACCOMODATION/MODIFICATION EVALUATION FORM



(APPENDIX 5)

TO BE COMPLETED BY ABODE SERVICES STAFF

Property: _____ Unit: _____

1. Relevant dimensions (*e.g., height of current appliance, length and width of room, etc.*):

2. Proposed solution by staff:

☐ Proposed changes to be performed in house ☐ Proposed changes to be contracted out

3. Approximate costs associated with the request:

4. When submitting this form, include photo(s) of the area described in order for Facilities to better understand the scope of request.

TO BE COMPLETED BY FACILITIES STAFF

1. Is the request for a reasonable modification structurally feasible? ☐ Yes ☐ No

2. Anticipated costs of reasonable modification request:

3. Facilities recommendation:

☐ Proposed changes to be performed in house ☐ Proposed changes to be contracted out

Facilities Signature: _____ Date _____

HOUSING SEARCH APPROVAL LETTER



(APPENDIX 6)

Congratulations!

_____ has been approved for rental subsidy assistance by under the City of Santa Clara's Tenant Based Rental Assistance (TBRA).Program. With assistance from the Housing Search Manager, you will have 120 days to locate and accept eligible housing.

Based upon you the program's occupancy standards and the size of your household, you are eligible for a _____ bedroom unit.

You will pay 30% of your adjusted gross income (i.e., Tenant Share) directly to the property owner/manager. The TBRA subsidy will pay the difference between the Tenant Share and the Total Housing Costs (rent + utilities).

Abode Services



HOUSING SEARCH APPROVAL EXTENSION ASSESSMENT (APPENDIX 7)

After the initial 120 calendar-day housing search period is over, an extension may be requested for another 60 calendar days. The approval of the extension is dependent upon the effort that has been made during the initial search period. This form must be completed at least **7 days prior** to the end of the initial search term. If the extension is not granted, the participant may appeal by following the program's appeals process.

Along with this assessment, the case manager and/or PA will review call logs, notes, etc. to determine if effort by the participant was made to notify their case manager of their challenges and whether assistance was requested.

_____ <i>Participant Name</i>	_____ <i>Case Manager Name</i>	_____ <i>Date</i>
_____ <i>Participant Phone Number</i>	_____ <i>Participant Email Address</i>	_____ <i>Participant Phone</i>

Reason(s) for extending the term to search for housing:

☐ Denial of housing applications (must provide proof of application denial)

☐ Lack of housing availability in desired area (if choosing this reason, you must provide proof of work in the area, or proof that a child goes to school in the area)

☐ Other _____

WAIT LISTS FOR AFFORDABLE HOUSING

List a minimum of three wait lists the participant is on (should be on at least 3)

1. Housing Complex/City: _____	Status: _____
2. Housing Complex/City: _____	Status: _____
3. Housing Complex/City: _____	Status: _____
4. Housing Complex/City: _____	Status: _____
5. Housing Complex/City: _____	Status: _____

NOTE: Many wait lists will remove names if they send out mail to the client and it is returned or if the phone number is disconnected. **As you verify their status on the wait list(s), be sure the complex has the current address and phone number for the participant**



FORMAL GRIEVANCE APPEAL REQUEST (APPENDIX 8)

<u>Name of Grievant (Please Print):</u>	<u>Work Phone:</u> <u>Home Phone:</u> <u>Other Phone:</u>
<u>Home Mailing Address</u> <u>Street or P.O. Box:</u> <u>City:</u> <u>State:</u> <u>Zip:</u>	<u>Work Mailing Address:</u> <u>Street or P.O. Box:</u> <u>City:</u> <u>State:</u> <u>Zip:</u>
Please provide a detailed statement explaining the specific incident or experience (<i>attach separate pages if necessary</i>).	
Please clearly state the complaint (<i>attach separate pages if necessary</i>).	
Please state the desired outcome (<i>attach separate pages if necessary</i>).	
<u>Grievant:</u> File a copy of this form with your case manager/case manager's supervisor and retain a copy for your records.	

The signature below indicates that you are filing a grievance, and that any information in the form above is truthful.

Signature

Name

Date

Received by

Name

Date



APPEAL OF TERMINATION (APPENDIX 9)

<u>Name of Participant (Please Print):</u> 	<u>Work Phone:</u> <u>Home Phone:</u> <u>Other Phone:</u>
<u>Mailing Address</u> <u>Street or P.O. Box:</u> <u>City:</u> <u>State:</u> <u>Zip:</u>	<u>Work Mailing Address:</u> <u>Street or P.O. Box:</u> <u>City:</u> <u>State:</u> <u>Zip:</u>
<p>Please select one.</p> <p>A. <input type="checkbox"/> I am appealing because I have found an alternative sustainable housing solution but need more time until the move-in date or date that the subsidy/income will begin. The start date of my new housing situation is_____.</p> <p>B. <input type="checkbox"/> I am appealing because I have made significant efforts to locate a sustainable permanent housing situation and may need an extension. I am currently on at least 3 housing waitlists. (This request MUST be submitted at least 30 days prior to participant's official exit date.)</p> <p>C. <input type="checkbox"/> I am appealing because_____</p> <p>_____</p> <p>_____</p>	
<p>Please check all boxes that apply.</p> <p><input type="checkbox"/> I/members of the family are in good standing with the program.</p> <p><input type="checkbox"/> I/members of the family have not been involved in any criminal activity while in the program.</p> <p><input type="checkbox"/> I/members of the family are not abusing drugs or alcohol.</p>	
<p><u>Appealer:</u> File a copy of this form with the City's Program Administrator (contact information below) along with the required supporting documentation, and retain a copy for your records. Supporting documentation for (A) are proof of move-in date/subsidy, proof of income, and copy of Exit Plan. Supporting documentation for (B) are proof of income and copy of Exit Plan. Supporting documentation for (C) should include any type of documents that could support the reason to be extended in the program. Please send to Abode Services, 40849 Fremont Blvd., Fremont, CA94538.</p>	

The signature below indicates that you are filing an appeal, and that any information in the form above is truthful.

Signature	Name	Date
-----------	------	------

Supported by	Name	Date
--------------	------	------

SUBSIDY/RENT CALCULATOR (APPENDIX 10)

Client Name _____ Client ID _____	Calculation Date _____ Initial Calculation Interim Calculation Recertification Calc.
--	--

Only edit shaded cells.

SECTION I: GROSS HOUSEHOLD INCOME

The total income of the household (Annual Gross Income) is from all sources anticipated to be received in the 12-month period following the effective date of the income certification. Therefore, income must be **ANNUALIZED** (e.g. payment amount multiplied by number of payment periods per year) for all income sources.

1 Annual Income (based on 24 CFR Part 5 definition)	\$ -
2 Number of household members (excluding head or co-head) under 18, disabled, or full-time student:	
3 Dependent deduction (line 2 multiplied by \$480)	\$ -
4 Child care expenses deduction (reasonable child care expenses for children age 12 and under):	
5 Disability assistance expenses:	
6 3% of Annual Income:	\$ -
7 Line 5 minus line 6 (if negative, \$0)	\$ -
8 Amount earned by household member enabled to work as a result of disability assistance expenses:	\$ -
9 Disability assistance allowance (lessor of lines 7 or 8):	\$ -
10 Total medical expenses (elderly and disabled households only):	\$ -
11 Allowable medical expenses (elderly and disabled households only (if negative, \$0)):	
- If no disability assistance expenses reported, equal to total medical expenses minus 3% of Annual Income. - If disability assistance expenses reported and line 7 is greater than zero, equal to total medical expenses. - If disability assistance expenses reported but line 7 is zero, equal to total medical expenses minus the difference of 3% of Annual Income minus disability assistance expenses.	
12 Elderly/Disabled household deduction (\$400 per household)	\$ -
13 Sum of deductions (lines 3, 4, 9, 11, and 12):	\$ -
14 ADJUSTED INCOME (Annual Income minus sum of deductions):	\$ -

SECTION II: ADJUSTED HOUSEHOLD INCOME

15 30% of Monthly Adjusted Income	\$ -
16 10% of Monthly Gross Income	\$ -
17 Welfare Rent (if applicable);	\$ -
Minimum Tenant Contribution towards Total Housing Costs (\$50)	\$ 50.00
18 TOTAL TENANT PAYMENT (the greater of lines 15, 16, 17, or \$50 rounded up)	\$ 50.00
19 Contract RENT to Owner (make sure it does not exceed Rent Standard for unit size; aka FMR)	\$ -
20 Utility Allowance	\$ -
21 Gross Rent/Total Housing Costs (line 19 plus line 20)	\$ -
22 Tenant Rent (line 18 plus line 20)	
<i>If UA is greater than Total Tenant Payment, Tenant Rent is zero, and the difference becomes the Utility Reimbursement to the Tenant or the utility company.</i>	
	\$ 50.00
23 Utility Reimbursement to Tenant	\$ -
24 PJ Subsidy Payment to the Owner (line 20 minus line 23)	\$ (50.00)

HOMELESS DEFINITION (APPENDIX 11)



Homeless Definition

ELIGIBILITY BY COMPONENT (Projects Funded in FY 2011 CoC Competition – SHP and S+C Programs)	Supportive Services Only	Individuals and Families defined as Homeless under the following categories are eligible for assistance in SSO projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 2 – Imminent Risk of Homeless • Category 3* – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV
	Safe Havens	Individuals defined as Homeless under the following categories are eligible for assistance in SH projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless SH projects have the following additional NOFA limitations on eligibility within Category 1: <ul style="list-style-type: none"> • Must serve individuals only • Individual must have a severe mental illness • Individual must be living on the streets and unwilling or unable to participate in supportive services
	Transitional Housing	Individuals and Families defined as Homeless under the following categories are eligible for assistance in TH projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 2 – Imminent Risk of Homeless • Category 3* – Homeless Under Other Federal Statutes • Category 4 – Fleeing/Attempting to Flee DV
	Permanent Supportive Housing	Individuals and families defined as Homeless under the following categories are eligible for assistance in PSH projects: <ul style="list-style-type: none"> • Category 1 – Literally Homeless • Category 4 – Fleeing/Attempting to Flee DV PSH projects have the following additional NOFA limitations on eligibility within Category 1: <ul style="list-style-type: none"> • Individuals and Families coming from TH must have originally come from the streets or emergency shelter • Individuals and Families must also have an individual family member with a disability Projects that are dedicated chronically homeless projects, including those that were originally funded as Samaritan Bonus Initiative Projects must continue to serve chronically homeless persons <u>exclusively</u>

* Projects must be located within a CoC that has received HUD approval to serve this category. For more information about receiving HUD approval, please read: [Notice on Limitation on Use of Funds to Serve Persons Defined as Homeless Under Other Federal Laws](#)



Homeless Definition

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	<p>Individuals defined as Homeless under the following categories are eligible for assistance in SO:</p> <ul style="list-style-type: none"> Category 1 – Literally Homeless Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) <p>SO projects have the following additional limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:</p> <ul style="list-style-type: none"> Category 1 – Literally Homeless Category 2 – Imminent Risk of Homeless Category 3 – Homeless Under Other Federal Statutes Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	<p>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:</p> <ul style="list-style-type: none"> Category 1 – Literally Homeless Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:</p> <ul style="list-style-type: none"> Category 2 –Imminent Risk of Homeless Category 3 – Homeless Under Other Federal Statutes Category 4 – Fleeing/Attempting to Flee DV <p>Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.</p> <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI