

EXHIBIT “6”
FEDERAL HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM

Use of HOME Funds - Consultant will use the HOME Tenant-Based Rental Assistance (TBRA) Funds in accordance with the attached HOME TBRA Guidelines.

Duration of Agreement - The agreement term is July 1, 2024 to June 30 2025.

Program Requirements - Consultant shall implement the TBRA Program in compliance with the requirements of 24 C.F.R. Part 92, except that the Uniform Administrative Requirements and audit requirements described at §§ 92.505 and 92.506 do not apply, and Consultant cannot assume the City’s responsibilities for environmental review, decision-making, and action under §92.352. Consultant shall maintain documentation of compliance with each of the following requirements of 24 C.F.R. Part 92:

- ✓ Income determinations shall be documented in accordance with §92.203, using the annual income determination method at 24 CFR 5.609, as described in the Program Guidelines;
- ✓ Eligible costs are described in the Program Guidelines and in accordance with §92.209, including the rental assistance and security deposit payments made to provide the tenant-based rental assistance for a family and utility deposit payments if provided in conjunction with rental assistance or security deposits, as well as the costs of inspecting the housing and determining the income eligibility of the family. Family is defined as a household and can be comprised of one or two parents with children, a couple, or a single individual;
- ✓ Tenant selection and targeted assistance shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Rental assistance contracts and portability of assistance shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Rent Reasonableness shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Tenant protections shall be in accordance with §92.209 and § 92.253 (a) and (b) as described further in the Program Guidelines;
- ✓ Maximum and minimum subsidy amounts shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Housing quality standards shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ Security deposit assistance shall be in accordance with §92.209 as described further in the Program Guidelines; and
- ✓ Program operations shall be in accordance with §92.209 as described further in the Program Guidelines;
- ✓ The TBRA program shall comply with the Violence Against Women Act (VAWA) requirements as set forth in 24 CFR Part 5, Subpart L and supplemented by 24 C.F.R. 92.359, inclusive of all notice obligations and any obligations under the emergency transfer plan.

Exhibit D

Final

CITY OF CORONA

HARRISON SHELTER / NAVIGATION CENTER

TENANT-BASED RENTAL ASSISTANCE (TBRA) PROGRAM

GUIDELINES

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OVERVIEW

For the purposes of the City of Corona's Shelter/Housing Operator RFP, the selected Contractor may propose procedural changes to non-regulatory aspects of the guidelines in this document. No HUD regulations may be changed. The City may or may not approve proposed changes. After considering Contractor's proposed changes, the City will finalize these guidelines before the Contractor proceeds with TBRA Program Implementation.

The City of Corona Tenant-Based Rental Assistance Program (TBRA Program) provides rental assistance to prevent homelessness and to help homeless neighbors become housed. This includes moving homeless individuals and families from the streets and shelter programs to permanent housing, rental assistance to low-income City of Corona residents to afford their existing rental housing, and rental assistance to low-income City of Corona residents after eviction to afford rent in a new housing unit.

Program funding is provided under Title II of the National Affordable Housing Act (1990) through the HOME Investment Partnerships Program (HOME) under regulations and policies established by the City of Corona Community Development Department in conjunction with the United States Department of Housing and Urban Development (HUD). The City allocated \$679,844.94 of HOME funds remaining in fiscal year 2023 to be carried over, \$697,433.00 remaining in fiscal year 2024 to be carried over, and \$395,233.00 in fiscal year 2025 of newly allocated funds for a total of \$1,772,510.94. Based upon this budget, Contractor will provide the City of Corona with the estimated number of households to be served.

Pursuant to a Contractor agreement to be approved by the Corona City Council, the TBRA Program will be operated by a Contractor selected through a Request for Proposals (RFP) process. The ideal Contractor will be an agency with experience operating shelter and housing programs serving the homeless and households at-risk of becoming homeless in Riverside and San Bernardino counties. The City of Corona and its programs do not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, or disability.

These Program Guidelines have been developed to facilitate the efficient and effective operation of the TBRA Program for the City of Corona.

The objective of the TBRA Program is to help address homelessness by providing rental assistance to individuals and families who are homeless or at-risk of homelessness and are in need of TBRA assistance to afford their current rent or to secure new housing after an eviction.

PROGRAM BUDGET

The selected Contractor will be required to provide the City with a proposed TBRA budget in the categories outlined below. The TBRA budget will be subject to City approval. Please note that costs associated with TBRA housing navigation and unit leasing must be included in the shelter/navigation center budget which will be funded with City general funds and State PLHA Funds.

Type of Home TBRA Allocation	Contract Fiscal Year
Home TBRA FY 2023 Carryover	\$679,844.94
HOME TBRA FY 2024 Carryover	\$697,433.00
Home TBRA FY 2025 New Allocations	\$395,233.00
Total Home TBRA	\$1,772,510.94

DEFINITIONS

AMI: Area Median Income is determined and published by the U.S. Department of Housing and Urban Development (HUD) for all the Counties and metropolitan areas in the United States. The TBRA Program will serve households at extremely low-income limits of 30 percent AMI.

At-Risk of Becoming Homeless An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining their housing and has no reasonable alternatives for obtaining subsequent housing. Circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, unexpected expenses such as medical care, discharge from an institution, irreparable damage or deterioration to housing, and fleeing from family violence.

Case Manager: A case manager will be employed by the Contractor to coordinate the TBRA Program services on behalf of Harrison Shelter clients and other City of Corona eligible households to determine their income eligibility, manage their relocation to permanent housing, and facilitate payments to Owners using the available rental assistance.

City Motel Program City of Corona Motel Emergency Shelter Program that provides low-barrier shelter, case management, and wrap-around services.

Contract Rent: The total rent including the tenant portion and the amount of the rental assistance.

Contractor:	The service provider selected pursuant to a Request for Proposals process. The service provider shall carry out the eligible activities in accordance with the Program Guidelines.
Eligible Household:	A low-income household that consists of at least one (1) household member. Eligible Households shall be currently housed at the Harrison Shelter/Navigation Center, City's Motel Shelter Program, or shall be homeless or at-risk of homelessness in the City of Corona (see definition above).
Eligible Costs:	Eligible HOME program costs for the Contractor are the direct personnel costs associated with the position of Case Manager, responsible for determining the income eligibility of clients and performing Housing Quality Standards Inspections. City's Non-HOME TBRA funds will be used to pay for duties associated with housing navigation, managing relocation to permanent housing and facilitating payments to the Owners using the available rental assistance.
Extremely Low-Income:	Annual gross household income as determined by the Annual Income determination method at 24 CFR 5.609 that does not exceed 30 percent of the Area Median Income (AMI) adjusted for household size as promulgated by HUD for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area.
Fair Market Rent:	Fair Market Rent (FMR) is local market rental rate set for each county in the nation that establishes a fair market rent for all rental units by bedroom size and unit type. The FMR standard is calculated for the base rent and average cost of utilities for modest rental housing units.
Grantee:	The City of Corona, which receives a direct allocation of HOME funds from HUD as a Participating Jurisdiction.
Harrison Shelter/Navigation Center	The City of Corona emergency shelter/navigation center located at 420 Harrison Street in Corona. The program provides low barrier emergency shelter, post hospital recuperative care, medical, dental, and behavioral health services from a clinic partner, and other multi-disciplinary services.
HOME:	The HOME Investment Partnerships Program (HOME) is federal assistance provided by the U.S. Department of Housing and Urban Development (HUD) to states and local governments to provide decent and affordable housing, particularly housing for low- and very low-income people. It is the largest Federal block grant to States and local governments designed exclusively to create affordable housing for low-income families, providing approximately \$2 billion each year.

Homeless:	The term “homeless” refers to an Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter.
Household:	The term “household” refers to individuals or families.
Housing Instability:	Housing instability has no standard definition, but it covers a number of challenges including having trouble paying rent, overcrowding, moving frequently, or spending the bulk of the household income on housing.
Housing Quality Standards:	Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required to be met at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.
Owner:	The term “Owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the TBRA program. It includes a principal or other interested party, such as a designated agent of the Owner.
Oversight Committee:	Oversight of the TBRA Program sponsored by the City of Corona and undertaken by the Contractor, will be provided by the City of Corona’s Homeless Solutions Manager and the City’s contracted HOME Consultant. They will be responsible for approving applicants before commitments are made to Program Participants and Owners. They may meet to review applications or work independently through a workflow approval process.
Payment Standard	The City or its contractor, with the City’s approval, must establish a payment standard to represent the rent and utility costs of a moderately priced unit. The payment standard can be determined by documented local market conditions reviewed annually or using the published Section 8 Existing Housing fair market rent (FMR).
Program Participant:	Program Participant means a household that is provided TBRA assistance through the TBRA Program.
Rent Reasonableness:	Rent reasonableness means ensuring that a unit that is supported by grant funds is not more expensive than a similar unit that is not supported by grant funds. The rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type and age of unit, as well as any amenities, housing services, maintenance, and utilities provided by the owner.
Standard Unit:	A rental housing unit that passes a Housing Quality Standards (HQS) inspection.

TBRA:

Tenant-Based Rental Assistance is a form of rent subsidy that provides a program participant the ability to select a rental unit of their choice in the private rental market.

PROGRAM MARKETING

If the City of Corona chooses to open the TBRA Program more broadly to households at risk of homelessness, marketing shall be initiated and may include any of the following:

- Direct notification to known senior housing complexes in the City of Corona
- Direct notification to known social service agencies dealing with households and individuals at-risk of homelessness in the City of Corona
- Direct notification to known social service agencies dealing with unsheltered individuals and families in the City of Corona
- Advertisement in a media of general circulation
- Advertisement on the City website
- Direct notification to known senior housing complexes in the City of Corona
- Public service announcements on City cable television
- Posting at City Hall
- Posting at other City facilities
- Any other means of advertising deemed prudent by the City

To facilitate meaningful access to program participation for Limited English Proficiency persons, all program marketing intended for the general public shall be provided in English and in Spanish, in accordance with the City's current Limited English Proficiency Plan.

CONTRACTOR RESPONSIBILITIES

SCOPE OF SERVICES

The Contractor shall provide program staff, supplies and necessary administrative support to fully implement the TBRA Program in conformance with the program regulations found at 24 CFR Part 92 and these TBRA Program Guidelines. Program staffing to be provided by Contractor shall include a minimum of one (1) Case Manager to serve the City of Corona community and the City's shelter programs including the Harrison Shelter and Motel Shelter Program.

The Case Manager assigned to the City of Corona TBRA Program shall conduct regularly scheduled office hours and shall be available to meet with TBRA clients by appointment at the Harrison Shelter or other designated meeting places.

On-site Housing Quality Standards and lead-based paint visual assessment inspections shall be conducted by the Contractor.

PROGRAM COSTS

Direct personnel costs associated with TBRA Program delivery shall be the only allowable HOME funding program delivery cost category reimbursed to Contractor under the HOME Contractor Agreement. Program delivery includes all efforts necessary to determine the eligibility of the Program Participant and the housing unit. This cost shall not exceed the amount of funds budgeted for program delivery costs in the HOME Contractor Agreement.

RECORD KEEPING

Program files must be kept to document compliance with HOME program regulations. Project files must be maintained in compliance with the requirements of 24 CFR 92.508(a)(3).

A file shall be maintained for each Household that applies to the TBRA Program. The file shall be a four-part classification-style client file organized using the TBRA Program Participant File Checklist (**005 – Project File Checklist**).

The tenant files shall contain, but are not limited to, the following:

- Original application with copies of social security cards for each household member
- Income verifications, along with source documentation
- Rental coupon, Request for Unit Approval, and other materials related to coupon issuance
- Completed HQS inspection form for the unit
- Lead based paint disclosure forms to indicate receipt of required pamphlets and required tenant notification forms prior to move-in
- Descriptions of any required paint stabilization activities, clearance reports and required tenant notifications
- Annual adjusted income worksheet and other related documents
- Utility allowance schedule
- Total Tenant Payment / Total Rent form
- Rental Assistance Payments Contract and Lease Agreement
- Project Set-up and Project Closeout (IDIS).

The Contractor and the City shall retain all applicable administrative and project records and documentation pertinent to other federal requirements, as specified in 24 CFR 92.508, for a period of five (5) years after the closeout of the grant.

The Catalog of Federal Domestic Assistance (CFDA) number for this Program is 14.239.

REPORTING

An IDIS TBRA Set Up form (**Exhibit 12 – IDIS TBRA Set Up form**) shall be completed when a project commitment is ready. A commitment occurs when a written agreement/lease agreement has been executed by the City, tenant, and Owner, and tenancy is ready to commence.

The Contractor shall gather and maintain records sufficient to inform performance reports on the current progress of the Program so that the City may meet its obligation to report program accomplishments to HUD in the Consolidated Annual Performance Evaluation Report (CAPER) each year.

PAYMENT PROCESS

Contractor may submit a Request for Reimbursement (**Exhibit 1 – Request for Reimbursement and Tenant Data Sheet**) as often as is practicable to ensure that funds are continually reimbursed. Generally these submissions occur monthly by the 10th day following the conclusion of the calendar month.

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR FINANCIAL MANAGEMENT

The Contractor shall implement its financial management system to ensure that it meets the Uniform Federal Administrative requirements (2 CFR 200.301-316) that:

- Provide effective control over and accountability for all funds, property, and other assets.
- Identify the source and application of funds for federally sponsored activities including records and reports that verify the eligibility, reasonableness, allowability and allocability of costs.
- Permit the accurate, complete and timely disclosure of financial results in accordance with HUD reporting requirements.
- The City and the Contractor shall comply with the Uniform Administrative Requirements as set forth in 2 CFR Part 200 and the Uniform Administrative Requirements, Cost Principals and Audit Requirements and as described in 24 CFR Part 92.205, as applicable and as may be amended from time to time.

The financial management standards shall provide for:

- Internal Controls – The combination of policies, procedures, job responsibilities, personnel and records that together create accountability in an organization’s financial system and safeguard its cash, property and other assets.
- Budget Controls – procedures to compare and control expenditures against approved budgets.
- Accounting Records – records that sufficiently identify the source and application of HOME funds provided.
- Cash Management – procedures in place to minimize the amount of time that elapses between receipt of HOME funds and the actual disbursement of those funds.

PROGRAM REQUIREMENTS

BASIC ELIGIBILITY

The TBRA Program Case Manager is responsible for ensuring that every household admitted to the TBRA Program meets all program eligibility requirements. This includes any individual approved to join the household after it has been admitted to the TBRA Program. The household must provide any information needed by the TBRA Program Case Manager to confirm eligibility and determine the level of the assistance.

To be eligible for the TBRA Program the applicant must:

- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
- Provide social security number information as required.
- Consent to the collection and use of information as provided in the consent forms.
- Meet homeless or at-risk of becoming homeless criteria.
- Not have participated in activities that are prohibited by HUD or the City of Corona.

CITY OF CORONA HOME TBRA REQUIREMENTS

This TBRA Program is funded with HOME funds from HUD to provide affordable housing to low-income households. The Program must comply with applicable HOME regulations, which are found in 24 CFR 92. The HUD requirements include the following:

- TBRA may be provided only to individuals / households whose incomes are equal to or less than 60 percent of the median income in the San Bernardino-Riverside Standard Metropolitan Statistical Area (MSA).
- TBRA may be provided only to residents of the City of Corona who are experiencing homelessness or are at-risk of becoming homeless.

- A Payment Standard, also referred to as Rent Standard, must be determined each program year based on documented local market conditions or by using the Section 8 Existing Housing fair market rent (FMR).
- Rent reasonableness requirements are met by comparing the proposed unit and rent with two or three other comparable unassisted units.
- Rents must meet rent reasonableness standards and meet the established rent standard.
- Tenants are required to pay their fair share of their rent and utilities. Tenants with no income will be considered on a case-by-case basis.
- The program will pay the difference between 30 percent of the program participant's monthly adjusted income (tenant's share of the rent) and the monthly rent which cannot exceed the established payment standard.
- TBRA rental assistance contracts with individuals / households cannot be for less than one (1) year and may not exceed two (2) years. Generally, these contracts are for one (1) year. However, contracts can be renewed at the end of one year pending the availability of HOME funds and the on-going need of the participant.
- TBRA is not appropriate for short-term housing.
- Assisted units must meet Housing Quality Standards and will be inspected before a lease can be signed and annually thereafter to ensure continued compliance.
- TBRA assistance is not project based. TBRA allows the tenant to choose the unit and the assistance can move with the tenant as long as any new unit complies with HQS, rent standards, and other requirements.
- For individuals and households at-risk of being homeless the requirements include the following:
 - TBRA may be provided only to individuals / households whose incomes are equal to or less than 60 percent of the median income in the Riverside-San Bernardino-Ontario Standard Metropolitan Statistical Area (MSA).
 - TBRA may be provided only to residents of the City of Corona who are at risk of becoming homeless or experiencing housing instability.
 - Individuals or households must show evidence of a reduction in household income or that they have experienced other financial hardship that makes them unable to cover their housing and utility costs and puts them at risk of eviction. (see definition of At-Risk of Becoming Homeless on page 2 of the HOME TBRA Guidelines for more information)

ESTABLISHING THE PAYMENT STANDARD

The City of Corona TBRA Program will determine its payment standard based on documented local market conditions rather than using the fair market rent (FMR) determined by HUD in Section 8 Existing Housing program. The payment standard will be established and reviewed annually to adjust to changes in market conditions. To establish the payment standard, a survey of local market conditions must review the rent for new tenants of privately owned, decent, and safe rental housing of a modest (non-luxury) nature with suitable amenities. The survey should include at least 12 and up to 20 properties that meet the requirements. The survey should also include details of the amenities included, and any additional fees charged for optional amenities, such as garage space rental. Those additional fees should not be included in the payment standard.

The payment standard should represent the rent plus utility cost of moderately priced units that meet HUD HQS in the area and be established by number of bedrooms. The survey establishing the payment standard will be prepared by the contractor 45 days prior to the start of the program year and reviewed by the City before being put into practice on July 1 of each program year.

DETERMINING RENT REASONABLENESS

The rent reasonableness requirement is met by comparing the proposed unit and rent with the current rent of two or three available comparable unassisted units in the area. This requirement is separate and different from establishing the payment standard, although properties used in the survey establishing the payment standard maybe be surveyed for the rent reasonableness requirement. When the rent is determined to be reasonable, the certification documents must include documentation of the comparable rents.

EXCEPTIONS TO THE PAYMENT STANDARD

For up to 20 percent of the units assisted under the TBRA program, the City may approve a unit-specific payment standard of up to 10 percent above the current program year payment standard established for all units. The HOME regulations do not specify the reasons for approving this unit-specific standard exemption that is found in HUD guidance, but use of a unit-specific payment standard is generally appropriate in (but not limited to) the following situations:

- for units with a large number of bedrooms or
- units adapted for persons with disabilities or
- units already under lease that met the payment standard when the original lease was executed but changing market conditions have caused the payment standard to be lowered creating a situation where the current rent exceeds the new payment standard

Supporting documentation of the use of the exception should include the need and efforts undertaken to find an appropriate unit that met the payment standard or the changing of the payment standard.

APPLICANT ELIGIBILITY

Program Applicant's eligibility for Program assistance shall be determined upon submission of a completed Program Application and Certification of Income (Exhibit 1) with all required information and documents. TBRA Program Case Manager shall review application information and provide an eligibility determination within 14 days. Information and supporting documentation for each applicant shall be recorded in an applicant file to demonstrate eligibility/ineligibility for this program. Documents supplied to the City in connection with Program Applications shall not be returned. Program Applicants are cautioned not to submit original documents and to only submit copies.

A denied Applicant file shall contain all submitted information and documentation, as well as the reason for denial (e.g., over income limits, incomplete information, reside outside service area).

An approved Applicant file shall contain all submitted information and documentation necessary to meet all required eligibility criteria and contain completed forms, documentation, and necessary information for all members of a Program Applicant.

DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

To be eligible for assistance, a Program Applicant must qualify as a family. *Family* is defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status:

- 1) a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- 2) a group of persons residing together. Such group includes, but is not limited to:
 - i. a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - ii. an elderly family;
 - iii. a near-elderly family;
 - iv. a disabled family;
 - v. a displaced family; and
 - vi. the remaining member of a tenant family.

Gender Identity means actual or perceived gender characteristics. *Sexual orientation* means homosexuality, heterosexuality, or bisexuality. [24 CFR 92.2, 24CFR 5.403, 24 CFR 5.404]

HOUSEHOLD INCOME

Income limits are established by household size and revised annually by the U.S. Department of Housing and Urban Development (HUD). The TBRA program will primarily focus on serving homeless households who are 30% and below AMI. To address the broad spectrum of client needs, TBRA may be provided to individuals / households whose incomes are equal to or less than 60 percent of the median income in the San Bernardino- Riverside Standard Metropolitan Statistical Area (MSA). For Homelessness Prevention, TBRA assistance may be provided to a limited number of households earning 80% and below AMI. No more than 10% of TBRA households assisted per program year may earn incomes between 60-80% of AMI. Using the link below, select the current year, then the state of California, and then the Riverside-San Bernardino-Ontario, CA MSA:

<https://www.huduser.gov/portal/datasets/il.html>

The HUD Income Limits are updated every spring. Program staff are responsible for using the current income table when considering eligibility for a Program Applicant. The income table should be printed and documented in the Program Applicant's file.

HOME Income Limits

A majority of Program Applicants shall demonstrate that their income does not exceed HUD's 30 percent AMI limit as adjusted for household size utilizing the Section 8 method, commonly as the Part 5 method, as defined at 24 CFR 92.203(b). Target income categories include:

- The TBRA program will primarily focus on serving homeless households who are 30% and below AMI.
- To address the broad spectrum of client needs, TBRA may be provided to individuals / households whose incomes are equal to or less than 60 percent of the median income in the San Bernardino-Riverside Standard Metropolitan Statistical Area (MSA).
- For Homelessness Prevention, TBRA assistance may be provided to a limited number of households earning 80% and below AMI. No more than 10% of TBRA households assisted per program year may earn incomes between 60-80% of AMI.

A Part 5 Annual Income Determination (**Exhibit 6 – Income and Rent Determination Form**) will be prepared, taking into consideration the income inclusions and exclusions as well as the asset inclusions and exclusions as required. The income determination is a projection of income over the next 12 months using current monthly gross earnings derived from two consecutive months of verifiable third-party source documentation dated/issued within six months of the date of the income determination. Income determinations shall be effective from the date of the determination and for a period of 12 months thereafter.

VERIFICATION

The TBRA Program Case Manager must verify all information that is used to establish the Program Participant’s eligibility and level of assistance and is required to obtain the written authorization from the family in order to collect the information. Applicants and Program Participants must cooperate with the verification process as a condition of receiving assistance. The TBRA Program will not pass on the cost of verification to the Program Participant.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the City of Corona and the TBRA Program. [24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

Further information is available in **Exhibit 3: Verifications**.

LENGTH OF STAY/ASSISTANCE

The term of TBRA rental assistance may not exceed 12 months but may be renewed up to a maximum of 24 months, subject to the availability of HOME funds. At the end of the initial 12 months of TBRA assistance, the Program Participant may be eligible to receive additional assistance. The TBRA Program Case Manager will notify the Program Participant and the Owner 60 days prior to the end of the lease that the TBRA assistance will expire unless both parties agree to an extension within 15 days of the notification and meet the program’s criteria. If the Program Participant requests additional assistance, the TBRA Program Case Manager recertifies the household’s eligibility, including household composition and income as described above. The amount of Program Participants rent is calculated using the same methodology as completed at initial application. The TBRA Program Case Manager recertifies the eligibility of the unit as described above, including passing an annual HQS inspection. The Owner and Program Participant revise the existing lease or enter into a new lease agreement for the subsequent 12 months. A new Lease Addendum shall be prepared for signatures. In addition, a new Rental Assistance Payments Agreement shall be prepared for signatures. The TBRA Program Case Manager shall schedule meetings of the TBRA Oversight Committee as frequently as necessary to ensure prompt decisions on each renewal application.

Upon completion of the entire recertification process, the TBRA Program Case Manager shall issue a letter indicating approval of renewal for TBRA assistance, including the term of assistance, the total rent due to the Owner, the TBRA payment to be made to the Owner by Contractor and the Program Participant's portion of rent payable to the Owner.

MAXIMUM LIMITS OF ASSISTANCE

The City of Corona has established a procedure to determine the payment standard (rent standard) by bedroom size that includes contract rent. The payment standard will be established and reviewed annually to adjust to changes in market conditions. The payment standard will be used to cap the contract rent to calculate the assistance amount. For the purposes of the City of Corona TBRA Program, the minimum program participant rent shall be the higher of \$50 or 30 percent of the household's monthly Adjusted Income. In cases where the TBRA Program participant has little or no income, exceptions to the minimum \$50 participant rent contribution standard will be considered for approval by the TBRA Program Case Manager and the TBRA Oversight Committee.

The City of Corona shall have discretion to approve or deny Contractor's recommended assistance amounts based on information provided by the applicant with the Program Application and Certification of Income and other factors such as funding availability and rental assistance need.

PORTABILITY OF ASSISTANCE

TBRA assistance shall be portable. TBRA assistance must be used for a standard rental housing unit located within the incorporated city limits of the City of Corona, cities that share a border with the City of Corona or other cities within San Bernardino and Riverside counties.

SECTION 8

Program Participants already receiving Section 8 rental housing assistance payments are ineligible for assistance under the TBRA Program. Program Participants shall not be prohibited from applying for Section 8 assistance while receiving benefits under the TBRA Program. However, upon receiving Section 8 rental assistance payments, assistance under the TBRA Program shall terminate.

DEPOSITS

Security Deposits

A security deposit is any money a landlord takes from a tenant other than the advance payment of rent. The security deposit serves to protect the landlord if the tenant breaks or violates the terms of the lease or rental agreement. It may be used to cover damage to the property, cleaning, key replacement, or back rent. TBRA Program funds can be used for security deposits for eligible participants. Pursuant to 24 CFR 92.209(j), security deposits cannot exceed the amount of two months' rent. The security deposit should be reasonable and according to California requirements; and equal to what a non-subsidized tenant would pay for the same unit. The security deposit will be paid by the TBRA Program directly to the Owner.

When the Program Participants moves, the security deposit will be refunded to the Program Participant according to the terms of their lease. The security deposit is a grant to the Program Participant and does not have to be repaid.

If the Program Participant plans on moving while receiving TBRA assistance, they will be responsible for the security deposit at the new rental unit. The TBRA Program will issue only one security deposit per Program Participant. Tenants can use any refunded security deposit to fund the security deposit at a new rental unit.

The TBRA Program may pay a second security deposit on a case-by-case basis if a Program Participant needs to leave their current living situation due to domestic violence, sexual assault, dating violence, stalking or any other situation that put the Program Participant in danger (e.g., the Owner is not making repairs to the property which causes the unit to be out of compliance with HQS standards).

Rental Arrears

Utility Deposits

TBRA Program funds can be used for utility deposits in conjunction with utility connection fees at an approved TBRA rental unit. Funds can only be approved for utility deposits for services that the Program Participant will be responsible for paying. Funds can only be used for the electric, gas, water, sewer, and trash collection services. Utility deposits do not include telephone, cable television or Internet service.

This is a one-time payment and will not be available to the Program Participant if they move to another rental unit. The utility deposit funds are considered a grant and do not need to be repaid to the TBRA Program. Any funds returned to the Program Participant after the end of the tenancy will be considered the Program Participant's funds.

The TBRA Program may pay a second utility deposit on a case-by-case basis if a Program Participant needs to leave their current living situation due to domestic violence, sexual assault, dating violence, stalking or any other situation that put the Program Participant in danger (e.g., the Owner is not making repairs to the property which causes the unit to be out of compliance with HQS standards).

All utility deposit funds will be paid directly to the utility provider and not directly to the Program Participant. The Program Participant will need to bring documentation from the utility provider that the service will be in the name of the participant and showing the amount of the required deposit and verification that the utility service will be connected in the Program Participant's name once the deposit is received.

Utility Services

If the Program Participant is leasing a rental unit where they will be responsible for paying for the utility service, they generally must provide the Owner with written verification that the Program Participant can connect the service in their name prior to moving into the rental unit. It is important that the head of household, co-head of household or another adult living in the household that is party to the lease agreement will have utility service connected in their name(s).

The TBRA Program will not permit utility service to be connected in a minor child's name or any other person that is not a member of the household. If these provisions cannot be met, then TBRA Program will require that the Program Participant secure a rental unit that has all utilities paid by the Owner.

All rental units funded by the TBRA Program must have all utilities connected at all times to remain in compliance with HQS. Disconnected utility service is grounds for termination of the rental assistance.

MOVE OUTS/TERMINATIONS

Grounds for Termination of Assistance

HUD requires the City of Corona and its Contractor to terminate assistance for certain actions and inactions of the Program Participant and when the Program Participant no longer requires assistance due to increases in Program Participant income. HUD permits the City and its Contractor to terminate assistance for certain other actions or inactions of the Program Participant. In addition, a Program Participant may decide to withdraw from the program and terminate their TBRA assistance at any time by notifying the TBRA Program Case Manager.

Family No Longer Requires Assistance

As a Program Participant's income increases, the amount of the rental assistance payment decreases. If the amount of assistance provided by the TBRA Program is reduced to zero, the Program Participant's assistance terminates automatically 180 days after the last rental assistance payment.

If a Program Participant receiving zero assistance experiences a change in circumstances that would result in rental assistance payment resuming, the family must notify the TBRA Program Case Manager of the change and request an interim reexamination before the expiration of the 180-day period.

Program Participant Chooses to Terminate Assistance

The Program Participant may request that the TBRA Program Case Manager terminate rental assistance payments on behalf of the Program Participant at any time. The request to terminate assistance should be made in writing and signed by the head of household and spouse, if applicable.

Annual Income Exceeds Low-Income Limits

If a Program Participant's income exceeds the low-income limit at reexamination, assistance must be terminated after the TBRA Program Case Manager gives reasonable notice to the tenant.

Eviction

The TBRA Program will terminate assistance whenever a Program Participant is evicted from a unit assisted under the TBRA Program for a serious or repeated violation of the lease. Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

Termination of Tenancy by Owner

Pursuant to HOME program regulations, Owners may evict Program Participants following applicable state and local laws. Generally, that means Owners may only evict Program Participant in the event of:

- Serious or repeated lease violations.
- Legal violations in connection with the unit or its premises.
- Criminal activity.
- Other causes specified by state or local law.

Termination of Assistance by the City

The Oversight Committee may terminate assistance or deny renewal of TBRA Program assistance to a Program Participant who violates program requirements or is found to have provided false information to the City.

The Oversight Committee may also approve resuming assistance to a Program Participant whose assistance was previously terminated. Termination of benefits or resumption of benefits shall be recommended by the City's Contractor and documented in correspondence to the Program Participant as follows:

1. Written notice to the Program Participant containing a clear statement of the reasons for termination or denial to renew TBRA assistance.
2. A review of the decision, in which the Program Participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination or decision to deny renewal of Program assistance; and
3. Prompt written notice of the final decision to the Program Participant.

VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA provides four specific protections against termination of TBRA assistance for victims of domestic violence, dating violence, sexual assault, or stalking. (Note: The second, third, and fourth protections also apply to terminations of tenancy or occupancy by Owners participating in the TBRA Program as do the limitations discussed under the next heading.)

First, VAWA provides that the TBRA Program may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the TBRA Program, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.314(b)(4)].

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim [24 CFR 5.2005(c)(1)].

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault, or stalking [24 CFR 5.2005(c)(2)].

Fourth, it gives the TBRA Program the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence [24 CFR 5.2009(a)].

Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]

VAWA does not limit the authority of the TBRA Program to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault, or stalking so long as the TBRA Program does not subject the victim to a more demanding standard than it applies to other program participants [24 CFR 5.2005(d)(1)].

Likewise, VAWA does not limit the authority of the TBRA Program to terminate the assistance of a victim of domestic violence, dating violence, sexual assault, or stalking if the TBRA Program can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance [24 CFR 5.2005(d)(2)].

HUD regulations define actual and imminent threat to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, TBRA Program must have objective evidence of words, gestures, actions or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize TBRA Program to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)].

In determining whether a program participant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the TBRA Program will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the participant wishes to contest the TBRA Program Case Manager's determination that he or she is an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.

The City of Corona or its Contractor will provide HUD form HUD-5380- Notice of Occupancy Rights Under VAWA and HUD-5382- Certification of Domestic Violence, Sexual Assault, or Stalking, and Alternative Documentation, and the TBRA Lease Addendum with VAWA Protections for Contractor to provide to all applicants and TBRA participants.

Under VAWA protections, the lease may be bifurcated to allow the Owner to remove only the tenant(s) engaged in criminal activity, while the remaining tenants retain TBRA assistance.

Limitations of VAWA protections:

- VAWA does not supersede obligation to pay rent
- Violation not premised on an act of domestic violence, sexual assault, or stalking.
- Court order regarding right of access/ control of property or distribution/possession of property
- Actual and imminent threat to other tenants
- Failure to provide victim status documentation, if requested by property Owner, City of Corona, or Contractor.

Confidentiality of Information must be maintained in the strictest confidence. The following types of information must not be entered into shared database or disclosed to any other entity or individual, except to extent the disclosure is: a) requested/consented to in writing by victim in time-limited release, b) required for use in eviction proceeding or termination hearing; or c) otherwise required by applicable law:

- Fact that applicant or tenant is a victim
- Any information on certification form, other victim status documentation, or emergency transfer request
- Information provided by applicant/ tenant regarding VAWA inquiry or assertion of rights

Contractor must maintain records and annually report on:

Emergency transfers requested
Outcomes of those requests.

FAIR HOUSING AND NONDISCRIMINATION REQUIREMENTS

Federal laws require the City of Corona and its Contractor to treat all applicants and Program Participants equally, providing the same quality of services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The City of Corona and the Contractor, on behalf of the City of Corona, will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012, and further clarified in Notice PIH 2014-20.
- Violence Against Women Reauthorization Act of 2013 (VAWA)

Nondiscrimination

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the TBRA Program. For example, reasonable accommodations may include making home visits or extending the certificate term in order for a participant to lease an accessible dwelling unit.

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as the City of Corona policies, can prohibit discrimination based on other factors.

The City of Corona and Contractor shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The City of Corona and Contractor will not discriminate on the basis of marital status or sexual orientation. The City of Corona and Contractor will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the TBRA Program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission

- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Additional information regarding fair housing and nondiscrimination requirements is included in **Exhibit 5: Fair Housing and Nondiscrimination**.

INELIGIBLE USES

Any services not explicitly listed in the Eligible Use of Funds section shall be deemed ineligible. TBRA funds may not be spent on the following activities:

- To make commitments to specific Owners for specific units. Applicants must be free to use TBRA for any eligible unit
- On applicants who are resident Owners of cooperative housing that qualifies as home Ownership housing. However, TBRA funds may be used for applicants who are renting from a cooperative unit Owner
- To prevent displacement of, or provide relocation assistance to, tenants as a result of activities other than the HOME program
- To pay for overnight or temporary shelter
- To pay rent for a non-standard unit, including renting a room within a housing unit, renting a garage, or other housing arrangement that is not a standard permitted housing unit
- To pay rent for a portion of a standard unit owned and occupied by a family member

PROHIBITION AGAINST DUPLICATIVE ASSISTANCE

Applicants cannot receive TBRA Program assistance if they are receiving rental assistance under another federal, state, or local rental assistance program if the TBRA subsidy would result in duplicative subsidies.

All applicants shall certify on the Pre-Application Questionnaire (**Exhibit 3 – Pre-Application Questionnaire**) under penalty of perjury, under the laws of the State of California, that they are not able to receive, and have not received, other federal or non-federal benefits or assistance for rent assistance within the last three (3) months. Applicants shall further certify that they will not pursue other federal or non-federal benefits for the same uses of this grant program for rent and/ costs for the time period of the TBRA Program lease until the final assistance payment made by City under this program.

CHANGES TO PROGRAM GUIDELINES

Minor changes to these Program Guidelines involving administrative procedures or accommodations to adapt to unique applicant situations or opportunities, or regulatory changes may be performed with the approval of the City of Corona. Federal regulatory requirements for the HOME program are not subject to modification or revision, except when HUD issues guidance superseding prior regulatory requirements.

APPLICATION PROCESS

The City of Corona Tenant-Based Rental Assistance Program (TBRA Program) provides rental assistance to prevent homelessness and to help homeless neighbors become housed.

INTAKE

For at-risk of homelessness households, a waitlist (**Exhibit 2 – Program Waitlist**) shall be maintained by the TBRA Program Case Manager. Interested households may join the program waitlist by completing a Pre-Application Questionnaire (**Exhibit 3 – Pre-Application Questionnaire**) in writing or verbally via interview with the TBRA Program Case Manager. The TBRA Program Case Manager will review the Pre-Application and determine the basic eligibility for the program. Once basic eligibility has been determined, the household will be placed on the Program Waitlist.

For homeless households temporarily staying at the Harrison Shelter or the City's Motel Shelter Program as well as homeless households living on the streets, in their cars or other places not meant for human habitation, the Contractor shall prioritize assistance based upon the following factors: 1) housing readiness/doc-ready status; 2) verification of documentable ties to the City of Corona, and 3) progress with crisis stabilization and case management plan.

As program funds become available, full program applications (**Exhibit 4 – Program Application**) shall be provided to Households in order of their position on the Program Waitlist. The Program Application collects information on Household composition, gross income from all sources, a summary of housing expenses and HUD-required demographic information. Required attachments to the Program Application include copies of government-issued photo identification for all adult Household members and appropriate documentation of income for each adult Household member.

The TBRA Program Case Manager will review applications and required documentation. Once the application has been determined to be complete with all the required information completed, required documentation provided and determined to meet the initial eligibility requirements for the program, the application will be sent for approval by the TRBA Oversight Committee.

Applicants needing assistance in completing the Pre-Application and/or the Program Application can seek assistance from the TBRA Program Case Manager.

INCOME DOCUMENTATION

A Part 5 Annual Income Determination (**Exhibit 6 – Income and Rent Determination Form**) shall be prepared, taking into consideration the income inclusions and exclusions as well as the asset inclusions and exclusions as required. The income determination is a projection of income over the next 12 months using current monthly gross earnings derived from two consecutive months of verifiable third-party source documentation dated/issued within six months of the date of the income determination. Income determinations shall be effective from the date of determination and for a period of 12 months thereafter. (24 CFR 5.609)

For those applicants meeting income requirements, the Case Manager shall prepare the rent determination using (**Exhibit 6 – Income and Rent Determination Form**). This form confirms severe housing cost burden and the calculation of Adjusted Income for the purpose of determining the program participant rent and the TBRA payment to the Owner.

Income limits are established by household size and revised annually by the U.S. Department of Housing and Urban Development (HUD). The TBRA program will primarily focus on serving homeless households who are 30% and below AMI. To address the broad spectrum of client needs, TBRA may be provided to

individuals / households whose incomes are equal to or less than 60 percent of the median income in the San Bernardino- Riverside Standard Metropolitan Statistical Area (MSA). For Homelessness Prevention, TBRA assistance may be provided to a limited number of households earning 80% and below AMI. No more than 10% of TBRA households assisted per program year may earn incomes between 60-80% of AMI. Using the link below, select the current year, then the state of California, and then the Riverside-San Bernardino-Ontario, CA MSA. <https://www.huduser.gov/portal/datasets/il.html>

The HUD Income Limits are updated every spring. Program staff are responsible for using the current income table when considering eligibility for a Program Applicant. The income table should be printed and placed in the client file.

APPROVAL/CONFIRMATION

The TBRA Oversight Committee, consisting of the City of Corona’s Homeless Solutions Manager and the City’s contracted HOME Consultant, will review the Program Application and confirm the TBRA Program Case Manager’s approval for participation on the program. The TBRA Program Case Manager will notify in writing all applicants whose applications are determined to be complete, meet all eligibility requirements for the program, and have approval confirmed by the TBRA Oversight Committee.

INCOMPLETE APPLICATIONS

The TBRA Program Case Manager will notify applicants in writing if their application is determined to be incomplete or does not meet the initial eligibility requirements for the program. Incomplete applications will not be approved or sent on to the TBRA Oversight Committee.

OTHER PROGRAMS

Pursuant to 24 CFR 92.209(c)(2)(v), Households given a preference under the TBRA Program are not prohibited from applying for or participating in other programs or forms of assistance (except rental assistance that is duplicative). Persons who are eligible for a preference under the TBRA Program shall have the opportunity to participate in all programs of the City of Corona, including programs that are not separate or different.

Pursuant to 24 CFR 92.209(l), in any case where assistance under Section 8 of the 1937 Act becomes available, recipients of TBRA shall qualify for tenant selection preferences to the same extent as when they received the HOME TBRA.

UNIT SELECTION

The TBRA Case Manager will work closely with Applicants who have been approved for participation in the TBRA Program to identify appropriate housing units available for rent. The TBRA Case Manager will consider the TBRA Program Guidelines when evaluating and assisting in the selection of the unit to be leased, including size of unit, occupancy standards, rent reasonableness and willingness of the Owner to participate in the program.

ELIGIBLE UNITS

The HOME TBRA Program offers households flexibility in selecting a housing unit. Households must be free to select the unit of their choice:

- Units leased to TBRA Program Participants may be publicly- or privately-owned. Publicly-owned units include public housing, Section 811, Section 202, HOPE 6, Continuum of Care, and HOPWA

- HOME TBRA rental assistance cannot be provided to a household receiving tenant-based rental assistance from another program (e.g., Section 8 or Continuum of Care rental assistance) or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources.
- HOME TBRA security and utility deposit assistance cannot be provided to a program participant who is receiving security deposit or utility deposit assistance through other public sources.
- The TBRA Program Case Manager must disapprove a lease if the City of Corona determines the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.
- Households may select units developed or rehabilitated with HOME assistance. However, the City of Corona or the Contractor may not require the household to select a HOME unit as a condition of receiving TBRA. Households must be permitted to move out at the end of the HOME lease term, taking their TBRA assistance with them.
- Portability is permitted within Riverside and San Bernardino Counties.

HOUSING UNIT ELIGIBILITY

Contractor shall arrange for an HQS-certified Inspector to inspect each unit identified to receive TBRA assistance. The Inspector shall use the Housing Quality Standards (HQS) Checklist (**Exhibit 10 – HQS Checklist**) containing the elements necessary to demonstrate housing quality in accordance with the requirements set forth in 24 CFR 982.401. A rental housing unit shall be considered a Standard Unit if it meets the HQS standards. The unit shall be inspected and determined to be in standard condition prior to the provision of TBRA assistance and once per year thereafter for those Program Participants receiving assistance beyond the initial 12 months. A copy of the completed HQS Checklist shall be maintained in the Case File.

Additionally, each property must be in located within the City of Corona and/or in the case of portability, located in Riverside or San Bernardino counties. Units must also be in compliance with all applicable City of Corona or local City policies and ordinances, including having a valid business license (if applicable).

UNIT SIZE AND OCCUPANCY STANDARDS

The following occupancy standards comply with HQS requirements and specify how the number of bedrooms required by the applicant’s household will be determined as related to both (1) determining the appropriateness of the actual unit size and (2) calculating amount of TBRA rental assistance. The City of Corona or its Contractor may modify these standards on a case-by-case basis to accommodate specific household composition and circumstances (e.g., pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.).

General Guidance on Bedroom Requirements

Housing is overcrowded if there are more than two occupants per bedroom plus one person. Fair housing rules permit applicants to select smaller units that do not, from the City’s perspective, create seriously overcrowded conditions. With the recommendation of the Contractor, Applicants may also select larger units at their own expense (meaning TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms shall be considered when evaluating the individual circumstances of the family.

Determining Family Unit Size

For each family, the TBRA Program Case Manager determines the appropriate number of bedrooms under the TBRA Program subsidy standards and enters the family unit size on the certificate that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the TBRA Program Case Manager determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards. [24 CFR 982.401 (d)]
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the TBRA Program Case Manager to reside in the unit to care for a family member who is disabled) must be counted in determining the family unit size;
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person will be a one-bedroom unit.

The TBRA Program Case Manager will assign one bedroom for each two persons within the household, except in the following circumstances:

- Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide’s family. The occupancy standards must be consistent with housing quality standards of no more than two persons per living area (bedrooms, living room, den, family room).
- Single person families will be allocated a one bedroom.
- Foster children will be included in determining unit size.
- A separate bedroom should be allocated for the Head of Household unless there is a spouse/significant other unless there is a spouse/significant other in the household.
- A separate bedroom should be allocated for the Head of Household if no spouse or cohabitant exists.
- When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to TBRA Program Case Manager indicating that the student has established a separate household or the family declares that the student has established a separate household.
- A separate bedroom should be allocated where there is an odd number of family members (excluding the head of household, spouse/cohabitant).

The TBRA Program Case Manager will reference the following chart in determining the appropriate certificate size for a family:

Table 3

Unit Size	Persons in Household
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	4-6
4 Bedrooms	6-8
5 Bedrooms	8-10

Exceptions to Subsidy Standards

In determining family unit size for a particular family, the TBRA Program Case Manager may grant an exception to its established subsidy standards if the TBRA Program Case Manager determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
A need for a separate bedroom for reasons related to a family member's disability, medical or health condition
A need for an additional bedroom for reasons related to an elderly family member's medical or health condition.

The family must request any exception to the subsidy standards in writing within 30 days of the determination of certificate size. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health care professional), unless the disability and the disability-related request for accommodation is readily apparent or otherwise known. The family's need for an additional bedroom due to special medical equipment must be re-verified in writing at annual reexamination.

All exceptions to subsidy standards will be reviewed and determined by the TBRA Program Case Manager.

The TBRA Program Case Manager will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

TBRA assistance moves with the program participant. If a household needs to change location, the household may take the TBRA assistance along when it moves to another rental unit (<https://www.hudexchange.info/resources/documents/Building-HOME-Chapter-7-Tenantbased-Rental-Assistance.pdf>).

If a household decides to change location to a new unit, the household will need to provide a request, in writing, to the TBRA Program Case Manager. The written request shall include the following information:

- Notification of the desire to change location of the TBRA assistance
- New location is within Riverside County or San Bernardino County
- Address of the new location
- Date of desired move
- Identify any change in household size (if applicable)
- VAWA- TBRA participants may submit a VAWA Certification and request for emergency transfer (if applicable)

The TBRA Program Case Manager shall complete all requirements as outlined in both the Application and Income Eligibility and the Housing Unit Eligibility sections of these guidelines to determine if the new unit is eligible and approved by the TBRA Oversight Committee for program assistance. After the initial income determination, an updated income determination only needs to be completed at the household's annual renewal date, with one exception, if the household composition will change when moving to a new unit,

a new Part 5 Income Determination must be prepared for the household using current source documentation. All requirements must be met as outlined above for the new unit.

HOUSING QUALITY STANDARDS (HQS) INSPECTIONS

Any TBRA assisted property must meet all applicable City of Corona or local host City housing codes and ordinances as well as the Section 8 Housing Quality Standards (HQS). Inspection to verify compliance with HQS and occupancy standards are made both at initial move-in and annually during the term of the TBRA assistance. A written inspection form must be signed and dated and retained in the tenant file.

The HQS standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

Housing Quality Standards (HQS) Space Standards

According to the Housing Quality Standards for space within a dwelling unit (24 CFR 982.401 and 982.403) the following is required:

- Provide adequate space and security for the family
- Have at least one bedroom or living/sleeping room for each two persons

A unit that does not meet these HQS Inspection space standards is defined as overcrowded.

A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space. A bedroom or living/sleeping room must have at least:

- One window
- Two electrical outlets in proper operating condition (permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets)

If the TBRA Program Case Manager determines that a unit is overcrowded because of an increase in family size or a change in family composition, the family and the TBRA Program Case Manager must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the TBRA Program Case Manager must terminate the TBRA Program agreement in accordance with its terms.

LEAD-BASED PAINT

The Lead-Safe Housing Rule of 24 CFR part 35, subpart M, is applicable to units rented by TBRA Program participants pursuant to 24 CFR 92.355, and cannot be waived. The TBRA Program Case Manager shall ensure that units built before 1978 undergo visual evaluation and paint repair in accordance with 24 CFR Part 35, subpart M.

All applicants will be notified of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning. Applicants will be provided with the Lead Paint Disclosure and a copy of the disclosure is to be retained in the applicant's file. This is a standard requirement of all applications and the TBRA Program Case Manager must collect an acknowledgement signed by the applicant indicating receipt of the pamphlet, documenting that disclosure has occurred. The pamphlet and acknowledgement are included with the Program Application.

The TBRA Program must adhere to the following requirements of Lead-Safe Housing Rule:

- Tenants must receive the fact sheet "Ten Tips to Protect Children from Pesticide and Lead Poisonings around the Home" (EPA) and the pamphlet "Protect Your Family from Lead" (EPA) at the time of application.
- Tenants must receive the Elevated Blood Level form (tenant signature optional) and the Tenant Notice of Defect/Notice of Elevated Blood Level Above 15 ug form prior to move in.
- A sign-off form, indicating that the tenant has received the four documents, must be kept in tenant files.
- Visual assessment of units built prior to 1978 must take place during the HQS inspection. Exemptions include 0-bedroom units, SROs, and units exclusively for the elderly and disabled where children age 6 and under will not/do not occupy the unit.
- If deteriorated paint is identified in the visual assessment,
- Lead-based paint stabilization/abatement procedures must take place at the expense of the Owner within 30 days of notification to the Owner (24 CFR Part 35.1330(a) and (b).)
- The Owner of the unit must meet the requirements of paint stabilization as defined in 24 CFR Part 35.110. Paint stabilization must be conducted in accordance with procedures outlined at 24 CFR 1330(a) & (b). Owners must pay for stabilization and/or abatement procedures prior to move-in (or during occupancy). If the Owner declines to provide stabilization, another unit must be selected.
- Owner must provide a copy of the clearance report performed in accordance with 24 CFR 35.1340 whenever paint stabilization is undertaken. Owner must provide tenant with a written notice of the results of the clearance exception (24 CFR 35.1215(c).
- If lead-based paint or deteriorated paint in non-exempt units is identified following move in and/or during an annual or periodic re-inspection, depending on the scope of the work to stabilize the paint, and if deemed necessary, the Owner is responsible for relocating the tenants to a comparable dwelling free of lead-based paint hazards while the work is taking place.
- Owner must adopt procedures to ensure that on-going maintenance activities are conducted in accordance with 24 CFR 35.1355 during the term of assisted tenancy.
- Identification of the number of units built prior to 1978 and the number of children and pregnant women residing in each unit must be provided on TBRA tenant project set-up forms.

RENT REASONABLENESS

TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units. TBRA Program Case Manager must document the basis for their rent reasonableness determinations on a form prescribed by TBRA Program Case Manager. The prescribed form provides a rent analysis for three (3) comparable unassisted units. Key components of a comparability analysis include:

- Location in Community: In many markets, location is the key determinant of housing price (i.e., good/safe neighborhood, close to schools/bus routes, etc.).
- Size: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used.
- Rent for Unit: Amount of rent being charged by Owner.
- Utilities Included: Consider the type and fuel source of utilities.
- Condition: Only units in similar condition should be compared.
- Amenities: Consider such amenities as garage, appliances, and lot size.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that Owners not charge more for assisted units than for comparable units on the premises. (24 CFR 92.209)

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Housing Authority of the County of Riverside
Voucher Payment Standards
[CFR 983.301]

[Voucher Payment Standards | Housing Authority of the County of Riverside \(harivco.org\)](https://harivco.org/voucher-payment-standards)

<https://harivco.org/voucher-payment-standards>

PARTICIPANT'S RENT CONTRIBUTION

For the purposes of the City of Corona TBRA Program, the minimum program participant rent shall be the higher of \$50 or 30 percent of the household's monthly Adjusted Income. Under no circumstances shall rents exceed the Fair Market Exception Rent or the Fair Market Rent (FMR) published by the Riverside County Housing Authority, whichever is higher. In cases where the TBRA Program participant has little or no income, exceptions to the minimum \$50 participant rent contribution standard will be considered for approval by the TBRA Program Case Manager and the TBRA Oversight Committee.

TERM OF ASSISTANCE

The term of TBRA rental assistance may not exceed 12 months but may be renewed up to a maximum of 24 months, subject to the availability of HOME funds as determined by the recommendation of the TBRA Oversight Committee. Subsequent to the initial 12-month term of TBRA assistance, if TBRA assistance is recommended for renewal, a new Part 5 Annual Income Determination must be prepared using current source documentation.

REQUEST FOR TBRA UNIT APPROVAL

Once a unit is identified by the applicant and the TBRA Program Case Manager, with an Owner that is willing to participate in the TBRA Program, the applicant shall submit a request for the unit to be approved so that TBRA funds can be used to rent the unit. The TBRA Program Case Manager will prepare the request form to be signed by the applicant and potential Owner.

PARTICIPANT AGREEMENT/LEASE/LEASE ADDENDUM/ RENTAL ASSISTANCE PAYMENTS AGREEMENT

In order for the TBRA Program Case Manager to assist a Program Participant in a particular dwelling unit, or execute a Rental Assistance Payments Agreement with the Owner of a dwelling unit, the TBRA Program Case Manager must determine that all the following program requirements are met:

The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]

- The unit must be inspected by the TBRA Program Case Manager, or the City Inspector and the unit must meet the inspection standards (refer to Housing Quality Standards (HQS) [24 CFR 982.305(a)])
- The rent to be charged by the Owner for the unit must be reasonable [24 CFR 982.305(a)]
- The Owner must be an eligible Owner, approvable by the TBRA Program Case Manager, with no conflicts of interest as defined in **Exhibit 9: Conflicts of Interest**. [24 CFR 982.306]

PARTICIPANT AGREEMENT

The TBRA Program Contractor and the TBRA Program Participant will enter into an agreement in which the Program Participant agrees to comply with the TBRA Program rules and the TBRA Program agrees to pay all or a portion of the rent, as specified in the agreement.

The term of the TBRA Program Participant Agreement runs in conjunction with the term of the Lease. The Lease cannot exceed one (1) year. The participant agreement automatically terminates on the last day of the term of the Lease. If the participant is no longer eligible for TBRA, the participant agreement with the Owner will automatically terminate. The TBRA Program will no longer be required to make rental assistance payments to the Owner if the participant is no longer occupying the rental unit or if the tenant remains in the rental units after their rental assistance has ended.

The Participant Agreement will be signed by an authorized representative of the TBRA Program Contractor managing the TBRA Program.

LEASE

The City of Corona and the TBRA Program Contractor are not a party to the Program Participant/Owner lease and will not be obligated to enforce or intervene in a Program Participant/Owner dispute. The TBRA Program Contractor is not a party to the eviction process. If the Program Participant is legally evicted for cause, the TBRA Program Contractor may terminate assistance to the Program Participant.

The TBRA Program Case Manager shall receive and maintain a copy of the lease in the case file.

Review of Lease

The TBRA Program Case Manager will review the dwelling lease for compliance with all applicable requirements.

If the dwelling lease is incomplete or incorrect, the TBRA Program Case Manager will notify both the Program Participant and the Owner of the deficiencies. Missing and corrected lease information shall be transmitted to the TBRA Program Case Manager in writing (revised/corrected and signed lease). The TBRA Program Case Manager will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, the TBRA Program Case Manager will attempt to communicate with the Owner and Program Participant by phone, fax, or email. The TBRA Program Case Manager will use U.S. Postal Service when the parties cannot be reached by phone, fax, or email.

The TBRA Program Case Manager will not review the Owner's lease for compliance with state/local law.

LEASE ADDENDUM

The Program Participant and the Owner will enter into the TBRA Lease Addendum (**Exhibit 8 – TBRA Lease Addendum**) in which the Program Participant and the Owner agree to comply with the program requirements and the TBRA Program agrees to pay all or a portion of the rent, as specified in the Lease Addendum. Unless explicitly noted in a paragraph in the Addendum, the term of the TBRA Lease Addendum Agreement shall begin on the date the TBRA Lease Addendum is executed and extend through 30 days after the last month of assistance provided, as outlined in the Addendum.

The Owner shall consent (verbally or in writing) to the following program parameters before the TBRA Program Case Manager will bring a recommendation of approval to the TBRA Oversight Committee:

- Owner shall indicate willingness to enter into a one-year lease with the TBRA Program Participant and shall agree to signing the TBRA Lease Addendum (**Exhibit 8 – TBRA Lease Addendum**).
- Except in extenuating cases where 100% of rent is paid by the TBRA Program, Owner shall acknowledge that monthly rent payments will be received from the Program Participant directly and from TBRA Program Contractor in two separate payments.
- Owner shall acknowledge willingness to sign a rental assistance contract with the TBRA Program Contractor to facilitate rent payments to be made directly from the TBRA Program Contractor.
- Owner shall acknowledge that the rental unit must meet Housing Quality Standards (HQS) as determined by a City of Corona Inspector.

HOME TBRA-assisted units must have a written lease with the TBRA Lease Addendum Agreement attached at signing. The TBRA Program Case Manager must ensure each lease does not include any prohibited lease provisions. This is accomplished through the required TBRA Lease Addendum, which counteracts

prohibited provisions and eliminates the need for in-depth legal review. The TBRA Lease Addendum also includes key HOME program requirements such as the VAWA lease addendum in accordance with 24 CFR 92.359(e).

The following lease provisions are **prohibited**:

- Agreement by the Program Participant to be sued or to admit guilt, or a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
- Agreement by the Program Participant that the Owner may take, hold, or sell the personal property of the applicant without notice to the applicant and a court decision on the rights of the parties (this does not apply to personal property left by the applicant after move-out).
- Agreement by the Program Participant not to hold the Owner or its agents legally responsible for any action or failure to act, whether intentional or negligent.
- Agreement by the Program Participant that the Owner may institute a lawsuit without notice to the applicant.
- Agreement that the Owner may evict the Program Participant without a civil court proceeding where the applicant has the right to present a defense, or before a court decision on the rights of the applicant and the Owner.
- Agreement by the Program Participant to waive a trial by jury.
- Agreement by the Program Participant to waive the applicant's right to appeal or otherwise challenge a court decision.
- Agreement by the Program Participant to pay attorney fees or other legal costs, even if the applicant wins in court.

A copy of the lease and the addendum shall be kept in each participant's file.

RENTAL ASSISTANCE PAYMENTS AGREEMENT

The Rental Assistance Payments Agreement is a written agreement between the TBRA Program and the Owner of the dwelling unit occupied by a Program Participant. The agreement spells out the Owner's responsibilities under the program, as well as the TBRA Program Case Manager's obligations. Under the Rental Assistance Payments Agreement, the TBRA Program Case Manager agrees to make rental assistance payments to the Owner on behalf of the Program Participant approved by the TBRA Program Case Manager to occupy the unit.

When the TBRA Program Case Manager has determined that the unit meets program requirements and the tenancy is approvable, the TBRA Program Case Manager and Owner must execute the Rental Assistance Payments Agreement.

CHANGES IN HOUSEHOLD OCCUPANCY

FAMILY BREAKUP—DIVORCE OR DEATH

When a Program Participant's household breaks up, the rental assistance remains with the eligible Program Participant, i.e., the person receiving services from the Harrison Shelter, City Motel Shelter, or any of the homelessness prevention services requirements for the TBRA Program.

If the Program Participant dies, any remaining members of the household can continue to receive assistance for three full calendar months following the death of the eligible family member given that there is at least one adult family member remaining in the household. After that, the remaining household members will no longer be eligible to receive the TBRA Program assistance. To address extenuating

circumstances, the TBRA Case Manager can recommend exceptions to this rule so long as the maximum 24-month length of assistance period is not exceeded.

ABSENCE FROM THE UNIT

The Program Participant may be absent from their unit for up to 90 days for medical-related care or treatment and continue to receive rental assistance. This is with the understanding and agreement of the Program Participant that the tenant share of the rent is being paid according to the lease provisions and that no other person is allowed to stay in the unit (other than approved household members listed on the lease) without the approval of the Owner and TBRA Program Case Manager.

The Program Participant may be absent from their rental unit for up to 30 days during a 12-month period for vacation or to visit out-of-town relatives or friends. The TBRA Program rental unit is intended to be the primary residence and extended absences may put the Program Participant's rental assistance in jeopardy. If the Program Participant head-of-household or co-head of household plan on being away from the rental unit for more than 14 consecutive days, they must notify the TBRA Program Case Manager.

The sole exception to this allowance is incarceration, which causes the TBRA Program rental assistance to terminate automatically. Such terminations are evaluated on a case-by-case basis. For example, very brief stays in jail for minor infractions might not be considered incarceration and might not result in immediate termination. Incarceration is defined as a jail sentence of more than 30 consecutive days. Program Participants are required to notify the TBRA Program Case Manager if they plan to be absent from their unit for longer than 30 days.

The participant must also abide by the terms of the lease related to absence from the unit.

GUESTS AND VISITORS TO THE UNIT

Program Participants are permitted and encouraged to have guests and visitors at their unit. Program Participants are responsible for their guests or visitors while they are on the property and at their unit. Any problems that guests or visitors cause while they are at the Program Participant's unit or on the property will become the responsibility of the Program Participant.

Guests and visitors are permitted to stay overnight, but no more than 14 days in a 12-month period. If guest stays beyond this period, the participant will be in violation of the TBRA Program. Individuals can be added to the household, but the Program Participant's TBRA Program Case Manager will have to review the situation and make a recommendation to TBRA Oversight Committee stating that adding this person to the Program Participant's household will be beneficial to the Program Participant and the other members of the household. TBRA Oversight Committee will make the final decision on adding a person(s) to the household. The TBRA Program Case Manager will conduct a full screening which will include criminal background checks and income verification of any person the Program Participant wishes to add to the household. Occupancy requirements of the current unit will be taken into account, as to not cause an "over-crowding" situation. Owner authorization is also required prior to adding the new household member. (Form to be developed in collaboration with Contractor)

MOVING WITH CONTINUED ASSISTANCE

ALLOWABLE MOVES

HUD lists five regulatory conditions and the statutory condition under VAWA in which a Program Participant is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth below.

- The Program Participant has a right to terminate the lease on notice to the Owner (for the Owner's breach or otherwise) and has given a notice of termination to the Owner in accordance with the lease [24 CFR 982.314(b)(3)]. If the Program Participant terminates the lease on notice to the Owner, the Program Participant must give the TBRA Program Case Manager a copy of the notice at the same time [24 CFR 982.314(d)(1)].
- The lease for the Program Participant's unit has been terminated by mutual agreement of the Owner and the Program Participant [24 CFR 92.253]. If the Program Participant and the Owner mutually agree to terminate the lease for the Program Participant's unit, the Program Participant must give the TBRA Program Case Manager a copy of the termination agreement.
- The Owner has given the Program Participant a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the Owner to evict the Program Participant. The Program Participant must give the TBRA Program Case Manager a copy of any Owner eviction notice.
- The Program Participant or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the Program Participant or family member [24 CFR 982.314(b)(4)]. This condition applies even when the Program Participant has moved out of its unit in violation of the lease, with or without prior notification to the TBRA Program Case Manager, if the Program Participant or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.314(b)(4), 24 CFR 982.353(b)]. If a Program Participant requests permission to move with continued assistance based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, the TBRA Program Case Manager will request documentation in accordance with these guidelines. The TBRA Program Case Manager reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the Program Participant or family member will suffice. In such cases the TBRA Program Case Manager will document the waiver in the family's file.
- The TBRA Program Case Manager has terminated the assisted lease for the Program Participant's unit for the Owner's breach.
- The TBRA Program Case Manager determines that the Program Participant's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, the TBRA Program Case Manager must issue the Program Participant a new certificate, and the Program Participant and Case Manager must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the Program Participant, the TBRA Program Case Manager must terminate the Rental Assistance Payments Agreement for the Program Participant's old unit in accordance with the Rental Assistance Payments Agreement terms and must notify both the Program Participant and the Owner of the termination. The Rental Assistance Payments Agreement terminates at the end of the calendar month that follows the calendar month in which the TBRA Program Case Manager gives notice to the Owner.

RESTRICTIONS ON MOVES

A Program Participant's right to move is generally contingent upon the Program Participant's compliance with program requirements. There are three conditions under which the TBRA Program Case Manager may deny a Program Participant permission to move:

- **Insufficient Funding:** The TBRA Program Case Manager will deny a Program Participant permission to move on grounds that the TBRA Program does not have sufficient funding for continued assistance. The TBRA Program Case Manager will inform the Program Participant of its policy

- regarding moves denied due to insufficient funding in a letter to the Program Participant at the time the move is denied.

Grounds for Denial or Termination of Assistance: The TBRA Program Case Manager may deny a Program Participant permission to move if it has grounds for denying or terminating the Program Participant's assistance. If the TBRA Program Case Manager has grounds for denying or

- terminating a Program Participant's assistance, the TBRA Program Case Manager will act on those grounds in accordance with the regulations and policies set forth in the TBRA Program Guidelines. In general, it will not deny a Program Participant permission to move for this reason; however, it retains the discretion to do so under special circumstances.

The new housing unit does not meet HQS standards or is located outside of the program jurisdiction.

MOVING PROCESS

If a Program Participant wishes to move to a new unit, the Program Participant must notify the TBRA Program Case Manager and the Owner before moving out of the old unit or terminating the lease on notice to the Owner.

Reexamination of Family Income and Composition

For Program Participants approved to move to a new unit, the TBRA Program Case Manager will perform a new annual reexamination in accordance with the policies set forth in these guidelines.

For more information see **Exhibit 4: Reexaminations**.

Approval

For Program Participants approved to move to a new unit within the TBRA Program, the TBRA Program Case Manager will issue a new approval letter. The TBRA Program Case Manager will follow the guidelines on the lease term, extension, and expiration.

Rental Assistance Payments

When a Program Participant moves out of an assisted unit, the TBRA Program Case Manager may not make any rental assistance payment to the Owner for any month after the month the Program Participant moves out. The Owner may keep the rental assistance payment for the month when the Program Participant moves out of the unit.

If a Program Participant moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the Program Participant moves out of the first assisted unit. Overlap of the last rental assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit is not considered to constitute a duplicative housing subsidy.

TERMINATION OF ASSISTANCE

The TBRA Oversight Committee may terminate assistance or deny renewal of TBRA assistance to a Program Participant who violates program requirements or is found to have provided false information to the TBRA Program Contractor or the City of Corona. Upon termination, TBRA Program Contractor will provide form HUD-5380, Notice of Occupancy Rights under VAWA and form **HUD-5382, Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation**. The TBRA Oversight Committee may resume assistance to a Program Participant whose assistance was previously terminated. Termination of benefits or resumption of benefits shall be documented in correspondence to the Program Participant as follows:

(1) Written notice to the Program Participant containing a clear statement of the reasons for termination or denial to renew TBRA assistance;

(2) A review of the decision, in which the Program Participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination or decision to deny renewal of TBRA assistance; and

(3) Prompt written notice of the final decision to the Program Participant.

GROUNDINGS FOR TERMINATION OF ASSISTANCE

HUD requires the City of Corona to terminate assistance for certain actions and inactions of the Program Participant and when the Program Participant no longer requires assistance due to increases in Program Participant income. HUD permits the City to terminate assistance for certain other actions or inactions of the Program Participant. In addition, a Program Participant may decide to withdraw from the program and terminate their TBRA assistance at any time by notifying the City or the TBRA Program Case Manager.

FAMILY NO LONGER REQUIRES ASSISTANCE

As a Program Participant's income increases, the amount of the rental assistance payment decreases. If the amount of assistance provided by the TBRA Program is reduced to zero, the Program Participant's assistance terminates automatically 180 days after the last rental assistance payment.

If a Program Participant receiving zero assistance experiences a change in circumstances that would result in rental assistance payment resuming, the Program Participant must notify the TBRA Program Case Manager of the change and request an interim reexamination before the expiration of the 180-day period.

FAMILY CHOOSES TO TERMINATE ASSISTANCE

The Program Participant may request that the TBRA Program Case Manager terminate rental assistance payments on behalf of the family at any time. The request to terminate assistance should be made in writing and signed by the head of household and spouse, if applicable.

ANNUAL INCOME EXCEEDS LOW-INCOME LIMITS

If a Program Participant's income exceeds the low-income limit at reexamination, assistance must be terminated after the TBRA Program Case Manager gives reasonable notice to the tenant.

EVICITION

The TBRA Program Case Manager will terminate assistance whenever a Program Participant is evicted from a unit assisted under the TBRA Program for a serious or repeated violation of the lease. Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

TERMINATION OF TENANCY BY OWNER

Pursuant to HOME program regulations, Owners may evict applicants following applicable state and local laws. Generally, that means Owners may only evict applicants in the event of:

- Serious or repeated lease violations.
- Legal violations in connection with the unit or its premises.
- Criminal activity.
- Other causes specified by state or local law.

TERMINATION OF ASSISTANCE BY THE CITY

The Oversight Committee may terminate assistance or deny renewal of TBRA Program assistance to a Program Participant who violates TBRA Program requirements or is found to have provided false information to the City and its Contractor.

The Oversight Committee and its Contractor may also approve resuming assistance to a Program Participant whose assistance was previously terminated. Termination of benefits or resumption of benefits shall be documented in correspondence to the program participant as follows:

- Written notice to the Program Participant containing a clear statement of the reasons for termination or denial to renew TBRA assistance.
- A review of the decision, in which the Program Participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination or decision to deny renewal of Program assistance; and
- Prompt written notice of the final decision to the program participant.

APPEALS

In the event that the TBRA Oversight Committee denies an application or terminates previously approved assistance, the affected Program Participant may submit a written appeal to the TBRA Program Case Manager within ten (10) calendar days providing information as to why the decision of the TBRA Oversight Committee was incorrect. The TBRA Program Contractor shall submit the appeal to the City of Corona Community Services Department – Attn: Administrative Services Manager for review and presentation to the Director of Community Services. The Director of Community Services shall review the appeal and issue a final determination within ten (10) business days of receipt from Contractor.

REEXAMINATIONS

The TBRA Program Case Manager is required to reexamine each Program Participant's income and composition at least annually, and to adjust the Program Participant's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of Program Participant's share and subsidy that occurs as a result.

ANNUAL REEXAMINATIONS

The TBRA Program Case Manager must conduct a reexamination of Program Participant's income and composition and determine income eligibility at least annually. Income eligibility means not to exceed the low-income limits. This process includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the Program Participant's income and rent must be recalculated.

If a Program Participant's income goes above the low-income limit at reexamination, assistance must be terminated after the Contractor gives reasonable notice to the tenant.

INTERIM REEXAMINATIONS

Family circumstances may change between annual reexaminations. HUD and the TBRA Program Case Manager policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the TBRA Program Case Manager must process interim reexaminations to reflect those changes. HUD regulations also permit the TBRA Program Case Manager to conduct interim reexaminations of income or family composition at any time. When an interim

reexamination is conducted, only those factors that have changed are verified and adjusted. In addition to specifying what information the Program Participant must report, HUD regulations permit the Program Participant to request an interim determination if other aspects of the Program Participant's income or composition changes. The TBRA Program Case Manager must complete the interim reexamination within a reasonable time after the Program Participant's request.

For further information see **Exhibit 4: Reexaminations**.

TBRA OVERSIGHT COMMITTEE

The oversight of the TBRA Program sponsored by the City of Corona and undertaken by the TBRA Program Contractor, will be provided by the City of Corona's Homeless Solutions Manager and the City's contracted HOME Consultant. They will be responsible for approving applicants before commitments are made to Program Applicants and Owners. They may meet to review applications or work independently.

The TBRA Program Case Manager shall communicate with the TBRA Oversight Committee as frequently as necessary to ensure prompt decisions on each Program Application. As the TBRA program begins, the TBRA Program Contractor and the members of the TBRA Oversight Committee will establish the working and communication standards, including expectations for the prompt turnaround of Program Applications and rental agreements. Both of these have a timeliness factor and the TBRA Oversight Committee must be nimble and reactive in order to not place roadblocks in the way of the TBRA program staff and participants.

The TBRA Program Case Manager shall present the TBRA Oversight Committee with a memorandum summarizing the Program Application, applicant qualifications and a recommendation for approval or denial. The signed TBRA Oversight Committee Memorandum (**Exhibit 9 - TBRA Oversight Committee Memo**) shall be maintained in each TBRA Program Participant File.

If the TBRA Oversight Committee denies an application, the TBRA Program Case Manager shall prepare and send a letter to the applicant indicating the reason(s) for denial and shall include notification of the applicant's right to appeal the decision in accordance with the Appeals section of these Guidelines. Applicants who otherwise qualify for TBRA assistance cannot be denied TBRA assistance as a direct result of the fact that the applicant is or has been a victim of domestic violence, sexual assault, or stalking.

Along with the denial or approval letter, the TBRA Program Case Manager shall provide Violence Against Women Act (VAWA) form **HUD-5380, Notice of Occupancy Rights under VAWA** and form **HUD-5382, Certification of Domestic Violence, Sexual Assault, or Stalking and Alternative Documentation**.

ADMINISTRATIVE ACTION

In the event the TBRA Program Case Manager receives notice of a change in Program Participant rent or other action that does not impact the eligibility of the Program Participant or the unit or increase the amount of TBRA assistance, the TBRA Program Case Manager may request in writing approval of changes by the TBRA Oversight Committee.

PROGRAM MONITORING AND EVALUATION

The HOME Consultant shall monitor the program operation on an ongoing basis through participation in the TBRA Oversight Committee. At least once per Program Year, the City's HOME Consultant shall monitor a random sample of the Contractor's files. The monitoring review shall include programmatic and financial documentation including but not be limited to:

- TBRA Program Participant Files:
 - TBRA Oversight Committee Memo
 - Program Application
 - Supporting income documentation
 - Income and Rent Determination Form
 - TBRA Lease Addendum

- TBRA Program Contractor records:
 - Timecards
 - Payroll Registers
 - General Ledger
 - Chart of Accounts
 - Financial Audit
 - Compliance with local, state, and federal, fair housing laws and ordinances.
 - Complaints against Owner related to discrimination, and violations of Fair Housing regulation

Annual TBRA Program Contractor monitoring shall be conducted in accordance with HUD guidelines. The scope of monitoring shall include overall program operation and review of Program Participant files for compliance, as well as financial management.

EXHIBITS

EXHIBIT 1: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

FAMILY AND HOUSEHOLD [24 CFR 92.2, 24 CFR 5.403 and 24 CFR 5.404]

To be eligible for assistance, an applicant must qualify as a family. Family as defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status:

- (1) a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- (2) a group of persons residing together. Such group includes, but is not limited to
 - (i) a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - (ii) an elderly family;
 - (iii) a near-elderly family;
 - (iv) a disabled family;
 - (v) a displaced family; and
 - (vi) the remaining member of a tenant family.

Gender Identity means actual or perceived gender characteristics. Sexual orientation means homosexuality, heterosexuality, or bisexuality.

HOUSEHOLD

Household means one or more persons occupying a housing unit.

REMAINING MEMBER OF A TENANT FAMILY

The HUD definition of family includes the remaining member of a tenant family, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides do not qualify as remaining members of a family.

HEAD OF HOUSEHOLD

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the TBRA Program. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

SPOUSE

A spouse means the legal marriage partner of the head of household.

DEPENDENT

A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, and live-in aides.

JOINT CUSTODY OF DEPENDENTS

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the TBRA Program Case Manager will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

FULL-TIME STUDENT

A full-time student (FTS) is a person who is attending school or vocational training on a fulltime basis. A person attending high school is considered a full-time student. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY

Elderly Persons

An elderly person is a person who is at least 62 years of age.

Near-Elderly Persons

A near-elderly person is a person who is 50-61 years of age.

Elderly Family

An elderly family is one in which the head, spouse, or sole member is an elderly person.

PERSONS WITH DISABILITIES AND DISABLED FAMILY

Persons with Disabilities

Under the TBRA Program, special rules apply to persons with disabilities and to any family whose head or spouse is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in **Exhibit 7: Detailed Definitions Related to Disabilities**. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

The TBRA Program Case manager must make all aspects of the TBRA Program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

Disabled Family

Disabled family means a family whose head, spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Even though persons with drug or alcohol dependencies are considered persons with disabilities, this does not prevent the TBRA from denying assistance for reasons related to alcohol and drug abuse in accordance with the policies found in the section titled **Termination of Assistance**.

GUESTS

A guest is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to so consent.

The Program Participant must receive prior written permission from the Owner to have any guest temporarily stay in the unit. A copy of the written permission will be provided to the TBRA Program Case Manager.

With the Owner's consent, a guest can remain in the assisted unit no longer than a total of 14 days in any 12-month period. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A Program Participant may request an exception in writing to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 30 consecutive days). An exception will not be made unless the Program Participant can identify and provide documentation of the residence to which the guest will return.

The Program Participant in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance will be subject to termination of tenancy. Some examples of unauthorized occupants include:

- Use of the unit address as the guest's current residence for any purpose that is not explicitly temporary or has the Owner's consent shall be construed as permanent residence.
- Persons that have joined the household without undergoing screening;
- Persons that stay in the unit beyond an authorized period; and
- A person (often a relative) that came to the unit as an extended visitor because the resident needed support, for example, after a medical procedure but stayed on in the unit beyond the time The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the TBRA Program Case Manager will terminate assistance since prior approval was not requested for the addition.

FOSTER CHILDREN AND FOSTER ADULTS

Foster children and foster adults that are living with an applicant or who have been approved by the TBRA Program Case Manager to live with a participant family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction.

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of minimum HQS space/occupancy standards according to 24 CFR 982.401.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in the next section.

ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

Generally an individual who is or is expected to be absent from the assisted unit for less than 30 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 30 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to TBRA Program Case Manager indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

Absent Head or Spouse

An employed head or spouse absent from the unit up to a maximum of 180 consecutive days due to employment will continue to be considered a family member.

A head or spouse who is absent from the unit because of a military deployment or active service will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted.

The TBRA Program Case Manager will request verification of the family member's permanent absence from a responsible medical professional. If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. If the family certifies that the family member is confined on a permanent basis, they may present, and the TBRA Program Case Manager will consider, any additional documentation or evidence.

Return of Permanently Absent Family Members

The family must request the TBRA Program Case Manager approval for the return of any adult family members that the TBRA Program Case Manager previously determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this section.

LIVE-IN AIDE

A live-in aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- is determined to be essential to the care and well-being of the persons,
- is not obligated for the support of the persons, and
- would not be living in the unit except to provide the necessary supportive services.

The TBRA Program Case Manager must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

The income of a live-in aide is not counted in the calculation of annual income for the family [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. Because live-in aides are not family members, a relative who serves as a live-in aide would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request subject to TBRA Program Case Manager verification at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The TBRA Program Case Manager will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- The person commits drug-related criminal activity or violent criminal activity

The TBRA Program Case Manager will notify the family of its decision in writing within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request.

Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom will not be approved for a live-in aide under these circumstances.

EXHIBIT 2: INCOME AND SUBSIDY DETERMINATIONS

A family's income determines eligibility for assistance and is also used to calculate the family's payment and the TBRA Program's subsidy. The HOME program has income targeting requirements for the HOME program. Therefore, the TBRA Program Case Manager must determine each family is income eligible by determining the family's annual income [24 CFR 92.203(a)]. The TBRA Program Case Manager will use the Section 8 Housing Choice Voucher program annual income as defined at 24 CFR 5.609 in determining annual income to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations.

ANNUAL INCOME

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609:

(a) Annual income means all amounts, monetary or not, which:

- 1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- 2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- 3) Which are not specifically excluded in paragraph [5.609(c)].

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations [24 CFR 92.203(d)(1)]. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(c)(2)].
Head or spouse Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.

<p>Full-time students 18 years of age or older (not head or spouse)</p>	<p>Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)].</p> <p>All other sources of income, except those specifically excluded by the regulations, are included.</p>
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TEMPORARILY ABSENT FAMILY MEMBERS

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

Generally, an individual who is or is expected to be absent from the assisted unit for 30 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 30 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the TBRA Program Case Manager indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

If a child has been placed in foster care, the TBRA Program Case Manager will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head or Spouse

An employed head or spouse absent from the unit more than 30 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted.

The TBRA Program Case Manager will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head or spouse qualifies as an elderly person or a person with disabilities.

Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family more than 50 percent of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the TBRA Program Case Manager will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

CARETAKERS FOR A CHILD

The approval of a caretaker is at the Owner and the TBRA Program Case Manager's discretion and subject to the Owner and the TBRA Program Case Manager's screening criteria. If neither a parent nor a designated guardian remains in a household receiving TBRA assistance, the TBRA Program Case Manager will take the following actions:

1. If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
2. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases TBRA Program Case Manager will extend the caretaker's status as an eligible visitor.
3. At any time that custody or guardianship legally has been awarded to a caretaker, the certificate will be transferred to the caretaker.
4. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

ANTICIPATING ANNUAL INCOME

The TBRA Program Case Manager is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

The TBRA Program Case Manager generally will use current circumstances to determine anticipated income for the coming 12-month period. The TBRA Program Case Manager to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected.
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)].

- The TBRA Program Case Manager believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

The TBRA Program Case Manager must determine annual income by reviewing source documents for at least two months, evidencing annual income for the TBRA-assisted household [24 CFR 92.203 (2)]. The TBRA Program Case Manager will use current tenant-provided documents to project annual income. When the tenant provided documents are pay stubs, the TBRA Program Case Manager will make every effort to obtain current and consecutive pay stubs dated within the last two months.

If TBRA Program Case Manager determines additional information is needed, the TBRA Program Case Manager will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in **Exhibit 3: Verifications**.

In this case, the TBRA Program Case Manager will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit train will be left as to how the TBRA Program Case Manager annualized projected income.

When the TBRA Program Case Manager cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the TBRA Program Case Manager will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the TBRA Program Case Manager to show why the historic pattern does not represent the family's anticipated income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the TBRA Program Case Manager to show why the historic pattern does not represent the family's anticipated income.

Income determinations for new TBRA recipients are good for a six-month period. If TBRA assistance is not provided before the six months has expired, the household's income eligibility must be reviewed again before assistance may be provided [24 CFR 92.203(2)].

Known Changes in Income

If the TBRA Program Case Manager verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving \$6/hour will begin to receive \$6.25/hour in the eighth week after the effective date of the reexamination. In such a case The TBRA PROGRAM CASE MANAGER would calculate annual income as follows: ($\$6/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}$) + ($\$6.25 \times 40 \text{ hours} \times 45 \text{ weeks}$).

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the TBRA Program Case Manager will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs.

When tenant-provided third-party documents are used to anticipate annual income, they will be dated within the last 60 days of the reexamination interview date.

TYPES OF EARNED INCOME INCLUDED IN ANNUAL INCOME

Wages and Related Compensation

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].

For persons who regularly receive bonuses or commissions, the TBRA Program Case Manager will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, the TBRA Program Case Manager will use the prior year amounts. In either case the family may provide, and the TBRA Program Case Manager will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the TBRA Program Case Manager will count only the amount estimated by the employer. The file will be documented appropriately.

Some Types of Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

TYPES OF EARNED INCOME NOT INCLUDED IN ANNUAL INCOME

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]

This type of income (including gifts) is not included in annual income. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days [Notice PIH 2009-19].

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally, as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

Children's Earnings

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)]. (See Eligibility chapter for a definition of foster children.)

Certain Earned Income of Full-Time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head or spouse) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

Income of a Live-in Aide

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

Income Earned under Certain Federal Programs

Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Awards under the federal work-study program (20 U.S.C. 1087)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

STATE AND LOCAL EMPLOYMENT TRAINING PROGRAMS

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government). Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

The TBRA Program Case Manager defines training program as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to:

- classroom training in a specific occupational skill,
- on-the-job training with wages subsidized by the program, or
- basic education” [expired Notice PIH 98-2, p. 3].

End of participation in a training program must be reported in accordance with the TBRA Program Case Manager’s interim reporting requirements.

HUD-FUNDED TRAINING PROGRAMS

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

To qualify as a training program, the program must meet the definition of training program provided above for state and local employment training programs.

EARNED INCOME TAX CREDIT

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee’s payroll check.

Earned Income Disallowance for Persons with Disabilities [24 CFR 92.203(d)(3), 24 CFR 5.617]

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the TBRA program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

The TBRA Program Case Manager defines prior income, or prequalifying income, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant (as a baseline) throughout the period that he or she is participating in the EID.

Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if there are breaks in assistance.

During the 48-month eligibility period, the TBRA Program Case Manager will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

EXHIBIT 3: VERIFICATION

The TBRA Program Case Manager must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The TBRA Program will not pass on the cost of verification to the family.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the City of Corona and the TBRA Program. [24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

GENERAL VERIFICATION REQUIREMENTS

Family Consent to Release of Information

The family must supply any information that the TBRA Program or HUD determines is necessary to the administration of the program and must consent to the TBRA Program verification of that information [24 CFR 982.551].

Consent Forms

It is required that all adult applicants and participants sign form **HUD-9886, Authorization for Release of Information**. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the TBRA Program may collect information from public and private sources and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent

If any family member who is required to sign a consent form fails to do so, the TBRA Program will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with TBRA Program procedures. [24 CFR 5.232]

Each of the verification methods is discussed in subsequent sections below.

Requirements for Acceptable Documents

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 days of the date they are provided to TBRA Program. The documents must not be damaged, altered or in any way illegible.

Print-outs from Web pages are considered original documents (source documents). The TBRA Program Case manager must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any self-certifications must be made in a format acceptable to TBRA Program and must be signed in the presence of a notary public or a TBRA Program representative if a notary public is not available.

File Documentation

The TBRA Program Case Manager must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the TBRA Program Case Manager has followed all of the verification policies set forth in these guidelines. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

The TBRA Program Case Manager will document, in the family's file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing the adjusted income or income-based rent determination

When the TBRA Program Case Manager is unable to obtain third-party verification, the TBRA Program will document in the family's file the reason that third-party verification was not available [24 CFR 982.516(a)(2)].

UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the TBRA Program use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the TBRA Program Case Manager.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the TBRA Program Case Manager has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the TBRA Program.

The Contractor and Oversight Committee will research the feasibility of using the following UIV verification process:

The TBRA Program will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

- The Work Number
- Verify today.com
- Verifydirect.com
- Past-Employ.com

THIRD-PARTY WRITTEN AND ORAL VERIFICATION

HUD defines two types of written third-party verification. The more preferable form, "written third-party verification," consists of an original document generated by a third-party source, which may be received directly from a third-party source or provided to the TBRA Program Case Manager by the family. If written third-party verification is not available, the TBRA Program must attempt to obtain a "written third-party verification form." This is a standardized form used to collect information from a third party.

Written Third-Party Verification

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source. Examples of acceptable participant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

The TBRA Program Case Manager is required to obtain, at minimum, two months of current and consecutive pay stubs for determining annual income from wages.

The TBRA Program Case Manager may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Third-party documents provided by the family must be dated within 60 days of the TBRA Program Case Manager request date.

If the TBRA Program determines that third-party documents provided by the family are not acceptable, the TBRA Program will explain the reason to the family and request additional documentation.

As verification of earned income, the TBRA Program Case Manager will require the family to provide the two months of the most current, consecutive pay stubs.

Written Third-Party Verification Form

When upfront verification is not available and the family is unable to provide written third-party documents, the TBRA Program must request a written third-party verification form. HUD's position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

The TBRA Program may mail, fax, or e-mail third-party written verification form requests directly to third-party sources.

PRIMARY DOCUMENTS

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

IMPUTED ASSETS

The TBRA Program will accept a self-certification from the family as verification of assets disposed of for less than fair market value.

SELF-CERTIFICATION

Self-certification, or "tenant declaration", is used as a last resort when the TBRA Program Case Manager is unable to obtain third-party verification to verify that the family does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the TBRA Program Case Manager and must be signed by the family member whose information or status is being verified.

VERIFYING FAMILY INFORMATION

Verification of Legal Identity

The TBRA PROGRAM will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers	Certificate of birth
Church issued baptismal certificate	Adoption papers
Current, valid driver's license or Department of Motor Vehicles identification card	Custody agreement
U.S. military discharge (DD 214)	Health and Human Services ID
Current U.S. passport	Certified school records
Current Employer identification card	

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided, and at the TBRA Program Case Manager’s discretion, a third party who knows the person may attest to the person’s identity. The certification must be provided in a format acceptable to the TBRA Program Case Manager and be signed in the presence of a notary public.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the TBRA Program Case Manager has reason to doubt the identity of a person representing him or herself to be a participant.

Social Security Numbers

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. [24 CFR 5.216]

The TBRA Program Case Manager must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual

- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual, along with other identifying information of the individual
- Such other evidence of the SSN as HUD may prescribe in administrative instructions

The TBRA Program Case Manager may only reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or appears to be forged.

The TBRA Program Case Manager will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the TBRA Program Case Manager within 90 days.

When a participant requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The TBRA Program Case Manager may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the TBRA Program Case Manager determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control. During the period the TBRA Program Case Manager is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

The TBRA Program Case Manager will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously-assisted occupancy.

The TBRA Program Case Manager will verify each disclosed SSN by:

- Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers
- Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Documentation of Age

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the TBRA Program Case Manager will require the family to submit other documents that support the reported

age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the **Exhibit 1: Definitions of Family and Household Members**.

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

Certification by the head of household is normally sufficient verification. If the TBRA Program Case Manager has reasonable doubts about a marital relationship, the TBRA Program Case Manager will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

Certification by the head of household is normally sufficient verification. If the TBRA Program Case Manager has reasonable doubts about a separation or divorce, the TBRA Program Case Manager will require the family to provide documentation of the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

VERIFICATION OF STUDENT STATUS

General Requirements

The TBRA Program requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family reports full-time student status for an adult other than the head or spouse.
- The family reports child care expenses to enable a family member to further his or her education.
- The family includes a student enrolled in an institution of higher education.

DOCUMENTATION OF DISABILITY

The TBRA Program Case Manager must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The TBRA Program Case Manager is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The TBRA Program Case Manager may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the Program Case Manager receives a verification document that provides such information, the TBRA Program Case Manager will not place this information in the tenant file. Under no circumstances will the TBRA Program Case Manager request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at <http://www.hhs.gov/ocr/privacy/>.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- Inquiry into an applicant's ability to meet the requirements of Ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

FAMILY MEMBERS RECEIVING SSA DISABILITY BENEFITS

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions.

If the family is unable to provide the document(s), the TBRA Program Case Manager will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter, they will be required to provide it to the TBRA Program Case Manager.

FAMILY MEMBERS NOT RECEIVING SSA DISABILITY BENEFITS

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. [24 CFR 5.508]

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, or an eligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)].

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors. The TBRA Program Case Manager may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the TBRA Program Case Manager receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals. The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in the 'documentation of age' section of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the TBRA Program Case Manager must verify immigration status with the United States Citizenship and Immigration Services (USCIS). The TBRA Program Case Manager will follow all USCIS protocols for verification of eligible immigration status.

ACCEPTABLE CITIZENSHIP DOCUMENTATION

U.S. Birth Certificate	U.S. Certificate of Naturalization
U.S. Certificate of Birth abroad issued by the U.S. State Department	American Indian Card
Certificate of Birth abroad issued Department of the State	Current DDI or SSDI Award Letter
United States Passport	Bureau of Indian Affairs or Tribal Affidavit of Birth
A Foreign Passport with a United States VISA	A Tribal Certificate of Indian Blood or Native American Census Record
I-97 Form with photographs	U.S. Citizen Identification Card
Permanent Resident Card	Identification Card for Use of Resident Citizen in the United States
Verification from USCIS	U.S. Department of Justice Certificate of Citizenship
Refugee Travel Document	Identification Card for use of Resident Citizen
Northern Mariana ID	Alien Registration Receipt Card

VERIFYING INCOME AND ASSETS

This section describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This section provides the TBRA Program policies that supplement the general verification procedures specified in this section.

EARNED INCOME

Tips

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

Wages

For wages other than tips, the family must provide originals of the two months of most current, consecutive pay stubs.

Business and Self-Employment Income

Business Owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business Owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year.
- If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The TBRA Program Case Manager will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business Owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the TBRA Program Case Manager may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the TBRA Program Case Manager will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the TBRA Program Case Manager will require the family to provide documentation of income and expenses for this period and use that information to project income.

PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits

To verify the SS/SSI benefits of applicants, the TBRA Program Case Manager will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives Social Security benefits. If the family is unable to provide the document(s), the TBRA Program Case Manager will help the applicant request a benefit verification letter from SSA's Website at www.ssa.gov or ask the family to request it by calling SSA at 1-800-772-1213. Once the applicant has received the benefit verification letter, they will be required to provide it to the TBRA Program Case Manager.

Alimony or Child Support

The methods the TBRA Program Case Manager will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.

If the family declares that it receives regular payments, verification will be obtained in the following order of priority:

- Copies of the receipts and/or payment stubs for the 60 days prior to TBRA Program Case Manager request.
- Third-party verification form from the state or local child support enforcement agency
- Third-party verification form from the person paying the support Family's self-certification of amount received.

Retirement Accounts

The TBRA Program Case Manager will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

Type of original document that will be accepted depends upon the family member's retirement status:

- Before retirement, the TBRA Program Case Manager will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.
- Upon retirement, the TBRA Program Case Manager will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.
- After retirement, the TBRA Program Case Manager will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

Zero Annual Income Status

The TBRA Program Case Manager will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, and earnings are not being received by families claiming to have zero annual income.

Student Financial Assistance

Any financial assistance, in excess of amounts received for tuition, that a person attending an institution of higher education receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving assistance [24 CFR 5.609(b)(9) and FR 4/10/06].

For students over the age of 23 with dependent children or students residing with parents who are seeking or receiving assistance, the full amount of student financial assistance is excluded from annual income [24 CFR 5.609(c)(6)]. The full amount of student financial assistance is also excluded for students attending schools that do not qualify as institutions of higher education (as defined in Exhibit 3-2). Excluded amounts are verified only if, without verification, the TBRA PROGRAM would not be able to determine whether or to what extent the income is to be excluded.

For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), the TBRA Program Case Manager will request written third-party verification of both the source and the amount. Family provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, the TBRA Program Case Manager will request written verification of the student's tuition amount.

VERIFYING MANDATORY DEDUCTIONS

Dependent and Elderly/Disabled Household Deductions

The dependent and elderly/disabled family deductions require only that the TBRA Program Case Manager verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deductions

The TBRA Program Case Manager will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head or spouse of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full-time student

Elderly/Disabled Family Deductions

The TBRA Program Case Manager will verify that the head of household or spouse is 62 years of age or older or a person with disabilities.

Medical Expense Deductions

Medical expenses will be verified through:

- Written third-party documents provided by the family, such as pharmacy printouts or receipts.
- The TBRA Program Case Manager will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The TBRA Program Case Manager will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.
- Written third-party verification forms, if the family is unable to provide acceptable documentation.
- If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, the TBRA Program Case Manager must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

ELIGIBLE HOUSEHOLD

The medical expense deduction is permitted only for households in which the head or spouse is at least 62 years of age, or is a person with disabilities. The TBRA Program Case Manager will verify that the family meets the definition of an elderly or disabled family provided in the eligibility chapter.

Qualified Expenses

To be eligible for the medical expenses' deduction, the costs must qualify as medical expenses. See Chapter 6 for the TBRA Program's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expenses' deduction, the costs must not be reimbursed by another source. The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

Expenses Incurred in Past Years

When anticipated costs are related to on-going payment of medical bills incurred in past years, the TBRA Program Case Manager will verify:

- The anticipated repayment schedules
- The amounts paid in the past
- Whether the amounts to be repaid have been deducted from the family's annual income in past years

DISABILITY ASSISTANCE EXPENSES

Attendant Care

The TBRA Program Case Manager will accept written third-party documents provided by the family. If family-provided documents are not available, the TBRA Program Case Manager will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or cancelled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party verification is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, the TBRA Program Case Manager must verify that:

- The family member for whom the expense is incurred is a person with disabilities.
- The expense permits a family member, or members, to work

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The TBRA Program Case Manager will verify that the expense is incurred for a person with disabilities.

Family Member(s) Permitted to Work

The TBRA Program Case Manager must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

The TBRA Program Case Manager will request third-party verification from a rehabilitation agency or medical doctor indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work. This documentation may be provided by the family.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

CHILD CARE EXPENSES

The amount of the deduction will be verified following the standard verification procedures discussed in this chapter. In addition, the TBRA Program Case Manager must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education. The costs are for an allowable type of child care. ☐ The costs are reasonable.

Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The TBRA Program Case Manager will verify that the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

The family (and the care provider) will be required to certify that the child care expenses are not paid or reimbursed to the family from any source.

PURSUING AN ELIGIBLE ACTIVITY

The TBRA Program Case Manager must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

Information to be Gathered

The TBRA Program Case Manager will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible the TBRA Program Case Manager will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the TBRA Program Case Manager will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to the TBRA Program Case Manager any reports provided to the other agency.

In the event third-party verification is not available, the TBRA Program Case Manager will provide the family with a form on which the family member must record job search efforts. The TBRA Program Case Manager will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The TBRA Program Case Manager will request third-party documentation to verify that the person permitted to further his or her education by the childcare is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

Gainful Employment

The TBRA Program Case Manager will seek third-party verification of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

ALLOWABLE TYPE OF CHILD CARE

The TBRA Program Case Manager will verify that the type of child care selected by the family is allowable.

The TBRA Program Case Manager will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The TBRA Program Case Manager will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted.

The actual costs the family incurs will be compared with the TBRA Program Case Manager's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the TBRA Program Case Manager will request additional documentation, as required, to support a determination that the higher cost is appropriate.

EXHIBIT 4: REEXAMINATIONS

The TBRA Program Case Manager is required to reexamine each Program Participant's income and composition at least annually, and to adjust the Program Participant's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of Program Participant's share and subsidy that occurs as a result.

ANNUAL REEXAMINATIONS

The TBRA Program Case Manager must conduct a reexamination of Program Participant's income and composition and determine income eligibility at least annually. Income eligibility means not to exceed the low-income limits. This process includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the Program Participant's income and rent must be recalculated.

If a Program Participant's income goes above the low-income limit at reexamination, assistance must be terminated after the PHA gives reasonable notice to the tenant.

Scheduling Annual Reexaminations

The TBRA Program Case Manager will begin the annual reexamination process 90-120 days in advance of its scheduled effective date. Generally, the TBRA Program Case Manager will schedule annual reexamination effective dates to coincide with the family's anniversary date.

Anniversary date is defined as 12 months from the effective date of the Program Participant's last annual reexamination or, during a Program Participant's first year in the program, from the effective date of the Program Participant's initial examination (admission).

If the Program Participant moves to a new unit, the TBRA Program Case Manager will perform a new annual reexamination. The TBRA Program Case Manager also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

Program Participant are required to participate in an annual reexamination interview, which must be attended by the head of household or spouse. If participation in an in-person interview poses a hardship because of a Program Participant's disability, the Program Participant should contact the TBRA Program Case Manager to request a reasonable accommodation.

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the Program Participant of the information and documentation that must be brought to the interview.

If the Program Participant's is unable to attend a scheduled interview, the Program Participant's should contact the TBRA Program Case Manager in advance of the interview to schedule a new appointment. If a Program Participant's does not attend the scheduled interview, the TBRA Program Case Manager will send a second notification with a new interview date and appointment time.

If a Program Participant fails to attend two scheduled interviews without TBRA Program Case Manager approval, or if the notice is returned by the post office with no forwarding address, a notice of termination

will be sent to the Program Participant's address of record, and to any alternate address provided in the Program Participant's file.

An advocate, interpreter, or other assistant may assist the Program Participant in the interview process. The Program Participant's and the TBRA Program Case Manager must execute a certification attesting to the role and assistance provided by any such third party.

Conducting Annual Reexaminations

As part of the annual reexamination process, Program Participants are required to provide updated information to the TBRA Program Case Manager regarding the Program Participant's income, expenses, and composition.

Program Participants will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a TBRA Program Case Manager designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documents or forms related to the Program Participant's income, expenses, and family composition.

Any required documents or information that the Program Participant is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the Program Participant is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the Program Participant does not provide the required documents or information within the required time period (plus any extensions), the Program Participant will be sent a notice of termination.

Program Participants who have extenuating circumstances or are elderly will be permitted to complete their reexamination by mail. A request for an exception must be submitted in writing and will be reviewed and approved by management on a case-by-case basis.

At the annual reexamination, the TBRA Program Case Manager will ask whether the Program Participant, or any member of the Program Participant's household, is subject to a lifetime sex offender registration requirement in any state. The TBRA Program Case Manager will use the City's Sex Offender database to verify the information provided by the Program Participant.

If the TBRA Program Case Manager proposes to terminate assistance based on lifetime sex offender registration information, the TBRA Program Case Manager must notify the Program Participant of the proposed action and must provide the subject of the record and the Program Participant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination.

The information provided by the Program Participant generally must be verified in accordance with the policies in **Exhibit 3: Verification**. Unless the Program Participant reports a change, or the TBRA Program Case Manager has reason to believe a change has occurred in information previously reported by the Program Participant, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person’s disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to Housing Quality Standards (HQS), TBRA Program Case Manager must conduct a reexamination, and the Program Participant, with assistance from the TBRA Program Case Manager or other navigational resources, must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the Program Participant, the TBRA Program Case Manager must terminate the current Rental Assistance Payments Agreement in accordance with its terms.

Criminal Background Screening

The TBRA Program Case Manager is authorized to perform criminal background checks during the annual recertification/reexamination to determine if a member of a Program Participant’s household is subject to a lifetime registration requirement under any State sex offender registration program. Additionally, the TBRA Program Case Manager must ask whether the Program Participant, or any member of the Program Participant’s household, is subject to a lifetime registered sex offender registration requirement in any state. The TBRA Program Case Manager may not pass along to the Program Participant the costs of a criminal records check.

Each household member age 18 and over will be required to execute a consent form for criminal background check as part of the annual update process

The TBRA Program Case Manager will perform criminal background checks for all adult household members using the following process:

Screen household members for open felony warrants and Penal Code Section 290 status. Screening will take place immediately following application intake. No household members with open felony warrants or individuals validated on the Megan’s Law sex offender registry will be eligible for TBRA assistance. The Contractor will utilize the following weblinks to screen clients for 290 status and open felony warrants:

- <https://www.meganslaw.ca.gov>
- <http://public-access.riverside.courts.ca.gov/OpenAccess/>

If the recertification screening reveals that the Program Participant has falsified information or otherwise failed to disclose criminal history on his/her full application and/or recertification forms, the TBRA Program Case Manager will pursue termination of assistance.

Effective Dates

In general, an increase in the Program Participant’s share of the rent that results from an annual reexamination will take effect on the Program Participant’s anniversary date, and the Program Participant will be notified at least 30 days in advance. If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a Program Participant moves to a new unit, the increase will take effect on the effective date of the new lease and Rental Assistance Payments Agreement, and no 30-day notice is required.

If the family causes a delay in processing the annual reexamination, increases in the Program Participant's share of the rent will be applied retroactively to the scheduled effective date of the annual reexamination. The Program Participant will be responsible for any overpaid subsidy.

In general, a decrease in the Program Participant's share of the rent that results from an annual reexamination will take effect on the Program Participant's anniversary date.

If a Program Participant moves to a new unit, the decrease will take effect on the effective date of the new lease and Rental Assistance Payments Agreement.

If the Program Participant causes a delay in processing the annual reexamination, decreases in the Program Participant share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the Program Participant if the Program Participant fails to provide information requested by the TBRA Program Case Manager by the date specified, and this delay prevents the TBRA Program Case Manager from completing the reexamination as scheduled.

INTERIM REEXAMINATIONS

Family circumstances may change between annual reexaminations. HUD and the TBRA Program Case Manager policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the TBRA Program Case Manager must process interim reexaminations to reflect those changes. HUD regulations also permit the TBRA Program Case Manager to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted.

In addition to specifying what information the Program Participant must report, HUD regulations permit the Program Participant to request an interim determination if other aspects of the Program Participant's income or composition changes. The TBRA Program Case Manager must complete the interim reexamination within a reasonable time after the Program Participant's request.

Changes in Family and Household Composition

All families must notify the TBRA Program Case Manager of any change within 10 business days of its occurrence (e.g., If the resident or any member of the family became employed, the start date of employment would start the count of 10 business days). The changes must be submitted in writing by using our 'Change Report Form'. The copy of the form must be time and date stamped by the TBRA Program Case Manager to be considered valid. The copy of the form will be provided to the participant.

The TBRA Program Case Manager will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

New Family Members Not Requiring TBRA Program Case Manager Approval

The addition of minor children as a result of birth, adoption, or court-awarded custody by a current household member does not require TBRA Program Case Manager approval. However, the Program Participant is required to notify TBRA Program Case Manager of the household addition within 10 business

days of its occurrence and to provide documentation required by TBRA Program Case Manager, such as birth certificate and Social Security card or other requirement documentation.

New Family and Household Members Requiring Approval

With the exception of minor children who join the family as a result of birth, adoption, or court awarded custody, a Program Participant must request the TBRA Program Case Manager approval to add a new family member or other household member (live-in aide or foster child). [HCV Program, 24 CFR 982.551(h)(4)] When any new family member is added, the TBRA Program Case Manager must conduct a reexamination to determine any new income or deductions associated with the additional family member, and to make appropriate adjustments in the Program Participant share of the rent and the Rental Assistance Payments Agreement payment.

The TBRA Program Case Manager will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

Other than the addition of a foster child or foster adult, if the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the Program Participant will be required to move.

If a change in family size causes a violation of Housing Quality Standards (HQS) space standards, the TBRA Program Case Manager must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the Program Participant, the TBRA Program Case Manager must terminate the Program Participant's Rental Assistance Payments Agreement in accordance with its terms.

Program Participants must request the TBRA Program Case Manager approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for longer than a total of 14 days within a 12-month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by TBRA Program Case Manager prior to the individual moving into the unit. The TBRA Program Case Manager must first be notified of any requests for additions to the household.

The Program Participant will not receive approval to add to the household what constitutes a separate family (two or more persons).

TBRA Program Case Manager will not approve the addition of new household members other than a significant other to the household, by birth, adoption, court-awarded custody, or marriage unless the Program Participant can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the TBRA Program Case Manager. A request for an exception must be submitted in writing and will be reviewed and approved by management on a case-by-case basis.

A live-in aide and their family may be approved to be added to the household composition through the reasonable accommodation process. If a live-in aide is approved, only one bedroom will be granted for a live-in aide and their family. All members of the live-in aide's family must meet eligibility requirements. A live-in aide must be requested through the reasonable accommodation process if a disabled household.

TBRA Program Case Manager will approve the addition of a significant other or legal spouse, as long as the adult meets eligibility requirements.

TBRA Program Case Manager will approve the addition of a biological minor when a current household member has physical custody of the minor, the adoption or court-awarded custody of a minor, or a minor who has been placed temporarily in the household and a current household member has physical custody of the minor.

Other additions to the household will be reviewed on a case-by-case basis to take into consideration adult relatives returning to the household who need care provided by a household member; relatives who have never lived in the household, but now a household member is responsible for the care of the relative; or in situations where an adult biological or adopted child of a household member needs to live in the household for safety reasons or to attend school. All adult household additions must meet eligibility requirements, regardless of age or familial status.

The TBRA Program Case Manager will not approve the addition of a new family or household member unless the individual meets the TBRA Program Case Manager's eligibility criteria and documentation requirements.

If the TBRA Program Case Manager determines an individual meets the TBRA Program Case Manager's eligibility criteria and documentation requirements, the TBRA Program Case Manager will provide written approval to the family.

If the TBRA Program Case Manager determines that an individual does not meet the TBRA Program's eligibility criteria or documentation requirements, the TBRA Program Case Manager will notify the Program Participant in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The TBRA Program Case Manager will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

Departure of a Family or Household Member

Program Participants must promptly notify the TBRA Program Case Manager if any family member no longer lives in the unit. Because family members are considered when determining the family unit (certificate) size, the TBRA Program Case Manager also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.

If a family member ceases to reside in the unit, the Program Participant must inform the TBRA Program Case Manager in writing within 10 business days of its occurrence and provide the new residential address of the family member who is being removed. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult cease to reside in the unit, the Program Participant must inform the TBRA Program Case Manager within 10 business days.

Changes Affecting Income or Expenses

Interim reexaminations can be scheduled either because the TBRA Program Case Manager has reason to believe that changes in income or expenses may have occurred, or because the Program Participant reports a change. When a Program Participant reports a change, the TBRA Program Case Manager may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

TBRA PROGRAM CASE MANAGER-INITIATED INTERIM REEXAMINATIONS

The TBRA Program Case Manager-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the TBRA Program. They are not scheduled because of changes reported by the Program Participant.

The TBRA Program Case Manager will conduct interim reexaminations in each of the following instances:

For Program Participants receiving the Earned Income Disallowance (EID), the TBRA Program Case Manager will conduct an interim reexamination at the start and conclusion of the second 12-month exclusion period (50 percent phase-in period).

If the Program Participant has reported zero family income, the TBRA Program Case Manager will conduct an interim reexamination every month as long as the Program Participant continues to report that they have no income. The Program Participant will provide a notarized affirmation of zero income, complete a zero-income budgeting worksheet and questionnaire. A review of the checking and saving bank statements will be conducted to observe the cost expenditures and deposits.

If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g., seasonal or cyclic income), the TBRA Program Case Manager will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the TBRA Program Case Manager will conduct an interim reexamination.

The TBRA Program Case Manager may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

FAMILY-INITIATED INTERIM REEXAMINATIONS

The TBRA Program Case Manager must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses.

REQUIRED REPORTING

Program Participants are required to report all increases in earned and unearned income, including new employment within 10 business days of its occurrence. The changes must be submitted in writing by using the 'Change Report Form'. The copy of the form must be time and date stamped by the TBRA Program Case Manager to be considered valid. The copy of the form will be provided to the Program Participant.

PROCESSING THE INTERIM REEXAMINATION

Method of Reporting

The Program Participant must notify the TBRA Program Case Manager of changes in writing. Generally, the family will not be required to attend an interview for an interim reexamination. However, if the TBRA Program Case Manager determines that an interview is warranted, the Program Participant may be required to attend.

Based on the type of change reported, the TBRA Program Case Manager will determine the documentation the Program Participant will be required to submit. The Program Participant must submit

any required information or documents within 10 business days of receiving a request from the TBRA Program Case Manager. This time frame may be extended for good cause with TBRA Program Case Manager approval. The TBRA Program Case Manager will accept required documentation by mail, by fax, or in person.

Effective Dates

If the Program Participant share of the rent is to increase:

- The increase generally will be effective on the first of the month following 30 days' notice to the Program Participant.
- If a Program Participant fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The Program Participant will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 15.

If the Program Participant share of the rent is to decrease:

- The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted; however, all required documentation must be received by the 20th calendar day of the month to allow adequate time for processing.

In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

After gathering and verifying required information for an annual or interim reexamination, the TBRA Program Case Manager must recalculate the Program Participant's share of the rent and the subsidy amount, and notify the family and Owner of the changes. While the basic policies that govern these calculations are provided in **Exhibit 2: Income and Subsidy Determinations**, this part lays out policies that affect these calculations during a reexamination.

Changes in Rent standards and Utility Allowances

In order to calculate the family share of the rent and rental assistance amount correctly, changes in rent standards, subsidy standards, or utility allowances may need to be updated and included in the TBRA Program Case Manager's calculations.

Rent Standards

The Program Participant's share of the rent and rental assistance calculations must use the correct rent standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located.

When the TBRA Program Case Manager changes its rent standards or the family's situation changes, new rent standards are applied at the first annual reexamination following the effective date of the rent standard change.

If the Program Participant moves to a new unit, or a new Rental Assistance Payments Agreement is executed due to changes in the lease (even if the Program Participant remains in place) the current rent standard applicable to the Program Participant will be used when the new Rental Assistance Payments Agreement is processed.

Subsidy Standards

If there is a change in the family unit size that would apply to a family during the Rental Assistance Payments Agreement term, either due to a change in family composition, or a change in the TBRA Program's subsidy standards, the new family unit size must be used to determine the rent standard amount for the family at the Program Participant's first annual reexamination following the change in family unit size.

UTILITY ALLOWANCES

The Contractor will use the Housing Authority of the County of Riverside's Utility Allowance charts to determine appropriate utility allowances. These charts may be accessed by clicking the following link:

<https://harivco.org/Tenant/UtilityAllowanceChart/tabid/82/Default.aspx>

The Program Participant share of the rent and rental assistance calculations must reflect any changes in the Program Participant's utility arrangement with the Owner, or in the TBRA Program's utility allowance schedule. When there are changes in the utility arrangement with the Owner, the TBRA Program Case Manager must use the utility allowances in effect at the time the new lease and Rental Assistance Payments Agreement are executed.

At reexamination, the TBRA Program Case Manager must use the TBRA Program current utility allowance schedule.

NOTIFICATION OF NEW FAMILY SHARE AND RENTAL ASSISTANCE AMOUNT

The TBRA Program Case Manager must notify the Owner and Program Participant of any changes in the amount of the rental assistance payment. The notice will include the following information:

- The amount and effective date of the new Rental Assistance Payment Agreement payment
- The amount and effective date of the new Program Participant share of the rent
- The amount and effective date of the new tenant rent to Owner

The family must be given an opportunity for an informal hearing regarding the TBRA Program Case Manager's determination of their annual or adjusted income, and the use of such income to compute the rental assistance payment (see **Exhibit 2: Income and Subsidy Determinations**).

Discrepancies

During an annual or interim reexamination, the TBRA Program Case Manager may discover that information previously reported by the Program Participant was in error, or that the Program Participant intentionally misrepresented information. In addition, the TBRA Program Case Manager may discover errors made by the TBRA Program Case Manager. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in **Exhibit 4: Reexaminations**.

EXHIBIT 5: FAIR HOUSING & NONDISCRIMINATION REQUIREMENTS

Federal laws require the City of Corona to treat all applicants and participants equally, providing the same quality of services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The City of Corona and the Contractor, on behalf of the City of Corona, will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012, and further clarified in Notice PIH 2014-20.
- Violence Against Women Reauthorization Act of 2013 (VAWA)

NONDISCRIMINATION

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the TBRA Program. For example, reasonable accommodations may include making home visits or extending the certificate term in order for a participant to lease an accessible dwelling unit.

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as the City of Corona policies, can prohibit discrimination based on other factors.

The City of Corona shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The City of Corona will not discriminate on the basis of marital status or sexual orientation. The City of Corona will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the TBRA Program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services

- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Providing Information to Program Participants and Owners

The City of Corona will take steps to ensure that Program Participants and Owners are fully aware of all applicable civil rights laws. As part of the briefing process, the City of Corona will provide information to TBRA Program applicants about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Rental Assistance Payments Agreement informs Owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints

If a Program Applicant or Program Participant believes that any family member has been discriminated against by the Contractor or an Owner, the family should advise the City of Corona Community Development Department, Attn: Administrative Services Manager. HUD requires the City of Corona make every reasonable attempt to determine whether the Program Applicant’s or Program Participant’s assertions have merit and take any warranted corrective action. In addition, the City of Corona is required to provide the Program Applicant or Program Participant with information about how to file a discrimination complaint [24 CFR 982.304]. Upon receipt of a housing discrimination complaint, City of Corona is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made.
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted.
- Keep records of all complaints, investigations, notices, and corrective action. [Notice PIH 2014-20]

Program Applicants or Program Participants who believe that they have been subject to unlawful discrimination may notify the City of Corona either orally or in writing. Notification shall be made to the Community Development Department, Attn: Administrative Services Manager. Within 10 business days of receiving the complaint, the City of Corona will provide a written notice to those alleged to have violated the rule. The City of Corona will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD’s Office of Fair Housing and Equal Opportunity (FHEO).

The City of Corona will attempt to remedy discrimination complaints made against the City of Corona and will conduct an investigation into all allegations or discrimination.

Within 10 business days following the conclusion of the City of Corona’s investigation, the City of Corona will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The City of Corona will keep a record of all complaints, investigations, notices and corrective actions.

Policies Related to Persons with Disabilities

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

Contractor must ensure that persons with disabilities have full access to the TBRA Program. This responsibility begins with the first contact by an interested family and continues through every aspect of the program.

The Contractor shall ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the City of Corona, by including the following language:

Any person who believes they need a reasonable accommodation to participate in any program should notify our office at least twenty-four hours prior to the date the accommodation will be required.

Definition of Reasonable Accommodation

A person with a disability may require certain types of accommodations in order to have equal access to the TBRA Program. The types of reasonable accommodations the Contractor can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service, subject to approval by the TBRA Oversight Committee.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden", or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When needed, the Contractor will modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Providing "large-print" forms
- Conducting home visits
- Providing time extensions for locating a unit when necessary, because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with Contractor

Request for an Accommodation

If a Program Applicant or Program Participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the Contractor treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The Program Applicant or Program Participant must explain what type of accommodation is needed to provide the person with the disability full access to the TBRA Program.

If the need for the accommodation is not readily apparent or known to the City of Corona, the Program Applicant or Program Participant must explain the relationship between the requested accommodation and the disability. There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

The Contractor will encourage the Program Applicant or Program Participant to make its request in writing using a reasonable accommodation request form. However, the Contractor will consider the accommodation any time the Program Applicant or Program Participant indicates that an accommodation is needed whether or not a formal written request is submitted.

Verification of Disability

The regulatory civil rights definition for persons with disabilities is provided in **Exhibit 6: Definition of a Person with a Disability Under Federal Civil Rights Laws**. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability.

Before providing an accommodation, the Contractor must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the Program Applicant's or Program Participant's access to the TBRA Program.

If a Program Applicant's or Program Participant's disability is obvious or otherwise known to the Contractor, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a Program Applicant or Program Participant indicates that an accommodation is required for a disability that is not obvious or otherwise known to the Contractor, the Contractor must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

- The Contractor must request only information that is necessary to evaluate the disability-related need for the accommodation. The Contractor will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the Contractor does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Contractor will dispose of it. If the information needs to be disposed, the Contractor will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

Approval/Denial of a Requested Accommodation

[Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26].

The Contractor must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the Contractor, or fundamentally alter the nature of the TBRA Program's operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the overall size of the program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the Contractor may enter into discussion and negotiation with the Program Applicant or Program Participant, request more information from the Program Applicant or Program Participant, or may require the Program Applicant or Program Participant to sign a consent form so that the Contractor may verify the need for the requested accommodation.

After a request for an accommodation is presented, the Contractor will respond, in writing, within 10 business days.

If the Contractor denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the Contractor's operations), the Contractor will discuss with the Program Applicant or Program Participant whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the TBRA Program and without imposing an undue financial and administrative burden.

If the Contractor believes that the Program Applicant or Program Participant has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, Contractor will notify the Program Applicant or Program Participant, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the Program Applicant or Program Participant.

Program Accessibility for Persons with Hearing or Vision Impairments

HUD regulations require that persons with disabilities related to hearing and vision have reasonable access to programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the Contractor shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and if possible, audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with the City of Corona staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third-party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

Physical Accessibility

The City of Corona must comply with a variety of regulations pertaining to physical accessibility, including the following:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

When approving the participation in the TBRA Program of a family that includes an individual with disabilities who needs an accessible unit, Contractor will provide a current list of available accessible units known to Contractor and will assist the Program Applicant or Program Participant in locating an available accessible unit, if necessary. In general, Owners must permit the family to make reasonable modifications to the unit. However, the Owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

Improving Access to Services for Persons with Limited English Proficiency (LEP)

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the TBRA Program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.

This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 in the *Federal Register*.

In accord with the City of Corona Limited English Proficiency Plan four-factor analysis, the languages requiring translation include: Spanish.

The Contractor will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of these Program Guidelines, LEP persons are TBRA applicants and participants, and parents and family members of applicants and participants.

Oral Interpretation

The Contractor will offer competent interpretation services free of charge, upon request, to the LEP person.

The Contractor will utilize a language line for telephone interpreter services. Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the Contractor. The interpreter may be a family member or friend.

The Contractor will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

Written Translation

Translation is the replacement of a written text from one language into an equivalent written text in another language. According to the City of Corona LEP Plan, languages requiring translation include: Spanish.

EXHIBIT 6: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as The TBRA Program Case Manager) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the TBRA program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the TBRA Program, yet an accommodation is needed to provide equal opportunity.

EXHIBIT 7: DETAILED DEFINITIONS RELATED TO DISABILITIES

PERSON WITH DISABILITIES [24 CFR 5.403]

The term person with disabilities means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads: Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
- In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C. 15002(8)], which defines developmental disability in functional terms as follows:

(A) In General

The term “developmental disability” means a severe, chronic disability of an individual that:

- (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) is manifested before the individual attains age 22;
- (iii) is likely to continue indefinitely;
- (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
- (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

(B) Infants and Young Children

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

INDIVIDUAL WITH HANDICAPS [24 CFR 8.3]

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

As used in this definition, the phrase:

- (1) Physical or mental impairment includes:
 - (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 - (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (2) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (4) Is regarded as having an impairment means:
 - (a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
 - (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- (5) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.

EXHIBIT 8: OWNERS

Owners play a major role in the TBRA Program by supplying decent, safe, and sanitary housing for Program Participants.

The term “Owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the TBRA program. The term “Owner” includes a principal or other interested party, such as a designated agent of the Owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations.

OWNERS IN THE TBRA PROGRAM

Owner Recruitment

TBRA Program Case Manager is responsible for ensuring that low-income families have access to all types and ranges of affordable housing in the TBRA Program Case Manager’s jurisdiction. A critical element in fulfilling this responsibility is for TBRA Program Case Manager to ensure that a sufficient number of Owners, representing all types and ranges of affordable housing in the TBRA Program Case Manager’s jurisdiction, are willing to participate in the TBRA program.

To accomplish this objective, TBRA Program Case Manager’s may need to identify and recruit new Owners to participate in the program.

Owner Responsibilities

The basic Owner responsibilities in the TBRA program are outlined in the regulations as follows:

- Compliance with all of the Owner’s obligations under the Rental Assistance Payments Agreement and the lease
- Performing all management and rental functions for the assisted unit, including selecting a Program Participant to lease the unit, and deciding if the Program Participant is suitable for tenancy of the unit
- Maintaining the unit in accordance with the inspection criteria, including performance of ordinary and extraordinary maintenance
- Complying with Equal Opportunity requirements
- Preparing and furnishing to the TBRA Program Case Manager information required under the Rental Assistance Payments Agreement
- Collecting the security deposit, the tenant rent, and any charges for unit damage by the Program Participant.
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services that are not the responsibility of the Program Participant as specified in the lease
- Allow reasonable modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]
- Complying with the Violence against Women Reauthorization Act of 2013 (VAWA) when screening prospective tenants or terminating the tenancy of a family (see 24 CFR Part 5, Subpart L; 24 CFR 982.310(h)(4); and 24 CFR 982.452(b)(1)).

Owner Qualifications

The TBRA Program Case Manager does not formally approve an Owner to participate in the TBRA program. However, there are a number of criteria where the TBRA Program Case Manager may deny approval of an assisted tenancy based on past Owner behavior, conflict of interest, or other Owner-related issues. No Owner has a right to participate in the TBRA program.

Owners Barred from Participation

The TBRA Program Case Manager must not approve the assisted tenancy if the TBRA Program Case Manager has been informed that the Owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct the TBRA Program Case Manager not to approve a tenancy request if a court or administrative agency has determined that the Owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

Leasing to Relatives

The TBRA Program Case Manager will not approve a tenancy if the Owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the Program Participant's family. The TBRA Program Case Manager may make an exception as a reasonable accommodation for a family member with a disability. The Owner is required to certify that no such relationship exists. This restriction applies at the time that the Program Participant receives assistance under the TBRA Program for occupancy of a particular unit. Current contracts on behalf of Owners and Program Participant that are related may continue, but any new leases or contracts for these Program Participants may not be approved.

Conflict of Interest

The TBRA Program Case Manager will not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the TBRA Program
- Any employee of the TBRA Program, or any contractor, subcontractor or agent of the TBRA Program, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States
- HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The TBRA Program Case Manager must submit a waiver request to the appropriate HUD office for determination.

Where the TBRA Program Case Manager has requested a conflict-of-interest waiver, the TBRA Program Case Manager may not execute the Rental Assistance Payments Agreement until HUD has made a decision on the waiver request.

OWNER ACTIONS THAT MAY RESULT IN DISAPPROVAL OF A TENANCY REQUEST

The TBRA Program Case Manager will refuse to approve a request for tenancy if any of the following are true:

- The Owner has violated obligations under a Rental Assistance Payments Agreement under Section 8 of the 1937 Act (42 U.S.C. 1437 (f));
- The Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

- The Owner has engaged in any drug-related criminal activity or any violent criminal activity;
- The Owner has a history or practice of non-compliance with the inspection criteria for units leased under the tenant-based programs, or with applicable housing standards for any other federal housing program;
- The Owner has a history or practice of failing to terminate tenancy of tenants of units assisted under any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of other residents, of employees of the TBRA Program Case Manager, or of Owner employees or other persons engaged in management of the housing;
 - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 - Is drug-related criminal activity or violent criminal activity
- The Owner has a history or practice of renting units that fail to meet state or local housing codes;
- The Owner has not paid state or local real estate taxes, fines, or assessment

In considering whether to disapprove Owners for any of the discretionary reasons listed above, the TBRA Program Case Manager will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others.

LEGAL OWNERSHIP OF UNIT

The TBRA Program Case Manager will only enter into a contractual relationship with the legal Owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal Ownership (e.g., deed of trust, proof of taxes for most recent year).

NON-DISCRIMINATION

The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the TBRA Program and the Rental Assistance Payments Agreement with the TBRA Program Case Manager.

The Owner must cooperate with the TBRA Program Case Manager and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the TBRA Program and the Rental Assistance Payments Agreement with the TBRA Program Case Manager.

See **Exhibit 5: Fair Housing and Nondiscrimination Requirements** for a more thorough discussion of Fair Housing and Equal Opportunity requirements.

RENTAL ASSISTANCE PAYMENTS AGREEMENT

The Rental Assistance Payments Agreement represents a written agreement between the TBRA Program and the Owner of the dwelling unit occupied by a TBRA-assisted family. The agreement spells out the

Owner's responsibilities under the program, as well as the TBRA Program Case Manager's obligations. Under the Rental Assistance Payments Agreement, the TBRA Program Case Manager agrees to make rental assistance payments to the Owner on behalf of the Program Participant approved by the TBRA Program Case Manager to occupy the unit.

When the TBRA Program Case Manager has determined that the unit meets program requirements and the tenancy is approvable, the TBRA Program Case Manager and Owner must execute the Rental Assistance Payments Agreement.

Rental Assistance Payments Agreement

During the term of the Rental Assistance Payments Agreement, and subject to the provisions of the Rental Assistance Payments Agreement, the TBRA Program Case Manager must make monthly rental assistance payments to the Owner on behalf of the Program Participant, at the beginning of each month. The rental assistance payments will be processed on the 1st of every month except when there is a holiday or a weekend. The payment will then, in these cases, be processed the next business day. If a lease term begins after the first of the month, the rental assistance payment for the first month is prorated for a partial month.

The amount of the rental assistance payment is determined according to the policies described in **Exhibit 2: Income and Subsidy Determinations** and is subject to change during the term of the Rental Assistance Payments Agreement. The TBRA Program Case Manager must notify the Owner and the Program Participant in writing of any changes in the rental assistance payment.

Rental assistance payments can be made only during the lease term, and only while the Program Participant is residing in the unit.

The monthly rental assistance payment by the TBRA Program is credited toward the monthly rent to Owner under the Program Participant’s lease. The total of the rent paid by the Program Participant, and the rental assistance payment is equal to the rent to Owner as specified in the lease.

The Program Participant is not responsible for payment of the rental assistance payment, and the TBRA Program Case Manager is not responsible for payment of the family share of rent.

The Program Participant’s share of the rent cannot be more than the difference between the rent to Owner and the rental assistance payment. The Owner may not demand or accept any rent payment from the Program Participant in excess of this maximum. The Owner may not charge the Program Participant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

If the Owner receives any excess rental assistance from the TBRA Program Case Manager, the excess amount must be returned immediately. If the TBRA Program Case Manager determines that the Owner is not entitled to all or a portion of the rental assistance payment, the TBRA Program Case Manager may deduct the amount of overpayment from any amounts due to the Owner, including amounts due under any other contract.

Owner Certification of Compliance

Unless the Owner complies with all provisions of the Rental Assistance Payments Agreement, the Owner is not entitled to receive rental assistance payments under the Rental Assistance Payments Agreement.

By endorsing the monthly check from the TBRA Program Case Manager, the Owner certifies to compliance with the terms of the Rental Assistance Payments Agreement contract. This includes the following:

- Certification that the Owner is maintaining the unit and premises in accordance with inspection criteria;
- The contract unit is leased to the Program Participant's family and, to the best of the Owner's knowledge, the Program Participant resides in the unit as the family's only residence;
- The rent to Owner does not exceed rents charged by the Owner for comparable unassisted units on the premises;
- The Owner does not receive (other than rent to Owner) any additional payments or other consideration for rent of the contract unit during the Rental Assistance Payments Agreement term.

Late Rental Assistance Payments

The TBRA Program Case Manager is responsible for making rental assistance payments promptly when due to the Owner, in accordance with the terms of the Rental Assistance Payments Agreement. After the first two calendar months of the Rental Assistance Payments Agreement term, the Rental Assistance Payments Agreement provides for late penalties if the TBRA Program Case Manager fails to make the rental assistance payment on time.

Penalties for late rental assistance payments can only be imposed if:

- 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants;
- 2) it is the Owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and
- 3) the Owner charges the assisted family for late payment of the family's share of the rent.

The TBRA Program Case Manager is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond the TBRA Program Case Manager's control. In addition, late payment penalties are not required if the TBRA Program Case Manager intentionally delays or denies payment as a remedy to an Owner's breach of the Rental Assistance Payments Agreement.

Termination of Rental Assistance Payments

The TBRA Program Case Manager must continue making rental assistance payments to the Owner in accordance with the Rental Assistance Payments Agreement as long as the Program Participant continues to occupy the unit and the Rental Assistance Payments Agreement is not violated.

Rental assistance payments terminate when the Rental Assistance Payments Agreement terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the Owner has initiated eviction proceedings against the Program Participant and the Program Participant continues to reside in the unit, the TBRA Program Case Manager must continue to make rental assistance payments to the Owner until the Owner has obtained a court judgment or other process allowing the Owner to evict the Program Participant.

The Owner must inform the TBRA Program Case Manager when the Owner has initiated eviction proceedings against the family and the family continues to reside in the unit.

The Owner must inform the TBRA Program Case Manager when the Owner has obtained a court judgment or other process allowing the Owner to evict the Program Participant, and provide the TBRA Program Case Manager with a copy of such judgment or determination.

After the Owner has obtained a court judgment or other process allowing the Owner to evict the Program Participant, the TBRA Program Case Manager will continue to make rental assistance payments to the Owner until the Program Participant actually moves from the unit or until the Program Participant is physically evicted from the unit, whichever is earlier. The Owner must inform the TBRA Program Case Manager of the date when the Program Participant actually moves from the unit or the Program Participant is physically evicted from the unit.

Breach of Rental Assistance Payments Agreement

Any of the following actions by the Owner constitutes a breach of the Rental Assistance Payments Agreement:

- If the Owner violates any obligations under the Rental Assistance Payments Agreement including failure to maintain the unit in accordance with inspection criteria
- If the Owner has violated any obligation under any other Rental Assistance Payments Agreement under
- TBRA
- If the Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- For projects with mortgages insured by HUD or loans made by HUD, if the Owner has failed to comply with the regulation for the applicable program; or if the Owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
- If the Owner has engaged in drug-related criminal activity
- If the Owner has committed any violent criminal activity

If the TBRA Program Case Manager determines that a breach of the Rental Assistance Payments Agreement has occurred, it may exercise any of its rights and remedies under the Rental Assistance Payments Agreement.

The TBRA Program Case Manager's rights and remedies against the Owner under the Rental Assistance Payments Agreement include recovery of any Rental Assistance Payments Agreement overpayment, suspension of rental assistance payments, abatement or reduction of the rental assistance payment, termination of the payment or termination of the Rental Assistance Payments Agreement . The TBRA Program Case Manager may also obtain additional relief by judicial order or action.

The TBRA Program Case Manager must notify the Owner of its determination and provide in writing the reasons for the determination. The notice may require the Owner to take corrective action by an established deadline. The TBRA Program Case Manager must provide the Owner with written notice of any reduction in rental assistance payments or the termination of the Rental Assistance Payments Agreement.

Before the TBRA Program Case Manager invokes a remedy against an Owner, the TBRA Program Case Manager will evaluate all information and documents available to determine if the contract has been breached.

If relevant, the TBRA Program Case Manager will conduct an audit of the Owner's records pertaining to the tenancy or unit.

If it is determined that the Owner has breached the contract, the TBRA Program Case Manager will consider all of the relevant factors including the seriousness of the breach, the effect on the Program Participant, the Owner's record of compliance and the number and seriousness of any prior Rental Assistance Payments Agreement violations.

Rental Assistance Payments Agreement Term and Terminations

The term of the Rental Assistance Payments Agreement runs concurrently with the term of the dwelling lease beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The Rental Assistance Payments Agreement and the rental assistance payments made under the Rental Assistance Payments Agreement terminate if:

- The Owner or the Program Participant terminates the lease
- The lease expires
- The TBRA Program Case Manager terminates the Rental Assistance Payments Agreement;
- The TBRA Program Case Manager terminates assistance for the Program Participant
- The Program Participant moves from the assisted unit. In this situation, the Owner is entitled to keep the rental assistance payment for the month when the Program Participant moves out of the unit
- 180 calendar days have elapsed since the TBRA Program Case Manager made the last rental assistance payment to the Owner
- The Program Participant is absent from the unit for longer than the maximum period permitted by the TBRA Program
- The TBRA Program Case Manager elects to terminate the Rental Assistance Payments Agreement
- Available program funding is not sufficient to support continued assistance for Program Participants in the program
- The unit does not meet HQS size requirements due to change in family composition
- The unit does not meet inspection criteria
- The Program Participant's family breaks up
- The Owner breaches the Rental Assistance Payments Agreement

If the TBRA Program Case Manager terminates the Rental Assistance Payments Agreement, the TBRA Program Case Manager will give the Owner and the Program Participant written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a Rental Assistance Payments Agreement is terminated, no further rental assistance payments may be made under that agreement.

In all cases, the Rental Assistance Payments Agreement terminates at the end of the calendar month that follows the calendar month in which the TBRA Program Case Manager gives written notice to the Owner. The Owner is not entitled to any rental assistance payment after this period, and must return to the TBRA Program Case Manager any rental assistance payment received after this period.

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the Rental Assistance Payments Agreement for the assisted unit terminates. A new Rental Assistance Payments Agreement would be required.

When the Program Participant moves from an assisted unit into a new unit, the term of the Rental Assistance Payments Agreement for the new unit may begin in the same month in which the Program Participant moves out of its old unit. This is not considered a duplicative subsidy.

Change in Ownership / Assignment of the Rental Assistance Payments Agreement

The Rental Assistance Payments Agreement cannot be assigned to a new Owner without the prior written consent of the TBRA Program Case Manager.

An Owner under a Rental Assistance Payments Agreement must notify the TBRA Program Case Manager in writing prior to a change in the legal Ownership of the unit. The Owner must supply all information as requested by the TBRA Program Case Manager. The assignment will be approved only if the new Owner is qualified to become an Owner under the TBRA Program according to the policies in this chapter.

Prior to approval of assignment to a new Owner, the new Owner must agree to be bound by and comply with the Rental Assistance Payments Agreement. The agreement between the new Owner and the former Owner must be in writing and in a form that the TBRA Program Case Manager finds acceptable. The new Owner must provide the TBRA Program Case Manager with a copy of the executed agreement.

The TBRA Program Case Manager must receive a signed, written request from the existing Owner stating the name and address of the new Rental Assistance Payments Agreement payee and the effective date of the assignment in order to change the Rental Assistance Payments Agreement payee under an outstanding Rental Assistance Payments Agreement.

Within 10 business days of receiving the Owner's request, the TBRA Program Case Manager will inform the current Owner in writing whether the assignment may take place.

The new Owner must provide a written certification to the TBRA Program Case Manager that includes:

- A copy of the escrow statement or other document showing the transfer of title and recorded deed;
- A copy of the Owner's IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the social security number of the new Owner;
- The effective date of the Rental Assistance Payments Agreement assignment;
- A written agreement to comply with the terms of the Rental Assistance Payments Agreement; and
- A certification that the new Owner is not a prohibited relative.

If the new Owner does not agree to an assignment of the Rental Assistance Payments Agreement, or fails to provide the necessary documents, the TBRA Program Case Manager will terminate the Rental Assistance Payments Agreement with the old Owner. If the new Owner wants to offer the Program Participant a new lease, and the Program Participant elects to stay with continued assistance, the TBRA Program Case Manager will process the leasing in accordance with the policies in these Program Guidelines.

EXHIBIT 9: CONFLICT OF INTEREST

In accordance with 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the City of Corona or Contractor who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

Upon the written request of the City of Corona, HUD may grant an exception to the Conflict of Interest provisions on a case-by-case basis when HUD determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the City's program or project. HUD will only consider an exception after the City has provided the following:

- (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

In determining whether to grant a requested exception after the City has satisfactorily met the requirements above, HUD will consider the cumulative effect of the following factors, where applicable:

- (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
- (2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
- (5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (6) Any other relevant considerations.

EXHIBIT 10: COMPLIANCE WITH APPLICABLE LAWS, RULES & REGULATIONS

The City and Contractor must act in accordance with the following applicable laws, rules, and regulations for HUD programs:

1. U.S. Department of Housing and Urban Development HOME Investment Partnerships Program Regulations at 24 CFR Part 92.
2. 24 CFR Part 1 and 6, Public Law 90-284, Fair Housing Act, the regulations issued following Title VI of the 1964 Civil Rights Act and Section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.
3. 24 CFR Part 107 and 108, the regulations issued following Executive Order 11063 and Executive Order 12892 which prohibits discrimination and promotes equal opportunity in housing.
4. 24 CFR Part 24, the regulations that prohibit use of debarred or suspended contractors on federally assisted projects and Drug Free Workplace requirements; issued according to Executive Order 12459.
5. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, regarding eligibility restrictions for certain resident aliens.
6. 24 CFR Part 58, the regulations prescribing the Environmental Review procedure under the National Environmental Policy Act of 1969.
7. 24 CFR Part 7 and 41 CFR Part 60, regulations on equal employment opportunity without regard to race sex, color, religion, age, national origin, and disability in federally assisted construction contracts.
8. 2 CFR Part 200, Uniform Administrative Requirements.
9. 24 CFR Part 87 and Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), regulations for restrictions on lobbying and required certifications.
10. 36 CFR Part 800, the regulations outlining the procedures for the protection of historic and cultural properties.
11. Age Discrimination Act of 1975 (42 U.S.C. 6101), the regulations that prohibit discrimination on the basis of age.
12. Chapters 81 and 84, of the Health and Safety Code; Title VIII, subtitle D of the Cranston-Gonzalez National Affordable Act of 1990, and 24 CFR Part 50.
13. Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), regulations and provision that requires compliance with all applicable standards, orders, or regulations issued following the rule.
14. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), the regulations on contracts for construction or repair awarded by Contractors shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
15. Executive Order 13170, regulations on increasing opportunities and access for Disadvantaged Businesses.
16. HUD requirements, all other required reports, circulars, and procedures when applicable.
17. National Affordable Housing Act (NAHA) PL 101-625.
18. National Flood Insurance Act of 1968, 24 CFR Part 55 under Executive Order 11988, the regulations for proposed projects and properties located in a floodplain.

19. 2 CFR 200, regulations that identify federal cost principals.
20. 2 CFR Part 200, regulations concerning annual audits.
21. Residential Lead Based Paint Hazard Reduction Act of 1992, the regulations implemented by 24 CFR Part 35, Subpart B imposes certain requirements on disclosure of lead base paint hazards.
22. Section 3 of the U.S. Housing and Urban Development Act of 1968 providing for economic opportunities for low and very low local residents in connection with assisted projects.
23. Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 40 and 41, the regulations that sets forth policies and procedures for the enforcement of standards and requirements for accessibility for disabled persons. The Architectural Barriers Act of 1968 and the American with Disabilities Act provide additional laws on accessibility and civil rights to individuals with disabilities.
24. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, policies that provide for displacement, relocation assistance, and real property acquisition as defined by 42 U.S.C. 4601 (URA) (42 U.S.C. 4601), and implementing regulations issued by the Department of Transportation at 49 CFR part 24 and section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)).
25. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
26. 2 CFR 92.504(a) and 2CFR 92.504(d)(3) Administrative Transparency and Accountability through risk-based monitoring for all HOME funded activities and projects, including on-site monitoring schedules and financial oversight protocols for rental properties.
27. Violence Against Women Act Protections. The program regulations set forth in 24 CFR Part 5, subpart L, apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds, as supplemented by section 24 CFR 92.359, and the requirements imposed therein.

EXHIBIT 11: CONTACT INFORMATION

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