

**PINAL COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN
(HOME-ARP)
SUBRECIPIENT AGREEMENT**

By and between

**PINAL COUNTY,
a political subdivision of the State of Arizona**

and

**A NEW LEAF
an Arizona nonprofit corporation**

This HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) Subrecipient Agreement (“Agreement”) is entered into this **2nd day of November, 2022**, by and between Pinal County, a political subdivision of the State of Arizona, (the “COUNTY” or “PINAL COUNTY”), and A New Leaf, an Arizona nonprofit corporation (the “SUBRECIPIENT”), having its principal office located at 625 N. Plaza Drive, Apache Junction, AZ 85120. The COUNTY and the SUBRECIPIENT are sometimes referred to in this Agreement collectively as the “Parties”, or individually as a “Party”.

RECITALS

WHEREAS, on March 11, 2021, President Biden signed H.R. 1319, the American Rescue Plan Act of 2021 (P.L. 117-2) (“ARP”) into law, which provided funding to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses; and

WHEREAS, the United States Congress appropriated certain funds to be administered through the Home Investment Partnerships Program (“HOME”), as described in, and per the requirements of, the U.S. Department of Housing and Urban Development (“HUD”) Notice CPD-21-10 (the “HUD Notice” or “HOME-ARP”) to perform eligible activities that must primarily benefit qualifying individuals who are homeless, at risk of homelessness, or in other vulnerable populations, including through the development and support of affordable rental housing, tenant-based rental assistance (“TBRA”), the provision of supportive services, and acquisition and development of non-congregate shelter; and

WHEREAS, ARP authorized HUD to allocate HOME-ARP funds to units of general local government that qualified for an allocation of HOME Funds in Fiscal Year (“FY”) 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC § 12701 et seq. (the “Act” or “NAHA”); and

WHEREAS, during FY 2021, the COUNTY, as a designated participating jurisdiction in the HOME Program, qualified for an allocation of HOME funds under the Act, thereby making it eligible to receive an allocation of HOME-ARP funds; and

WHEREAS, pursuant to ARP authorization, HUD has allocated to the COUNTY, and the COUNTY is the recipient of, HOME-ARP funds to provide homelessness assistance and supportive services; and

WHEREAS, to address the need for homelessness assistance and supportive services within Pinal County, the COUNTY desires to use HOME-ARP funds to assist individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations; and

WHEREAS, in 2022, the COUNTY released a Letter of Interest (“LOI”) to serve as an invitation for the submission of applications to engage in eligible activities to be assisted with HOME-ARP funds; and

WHEREAS, the SUBRECIPIENT responded to the LOI by submitting an application to the COUNTY, which was subsequently negotiated by the Parties resulting in the Project that is the subject of this Agreement; and

WHEREAS, the SUBRECIPIENT shall act as the SUBRECIPIENT of the Project described herein, and will utilize HOME-ARP funds to benefit qualifying individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family’s homelessness or would serve those with the greatest risk of housing instability; and

WHEREAS, the COUNTY desires to award HOME-ARP funds to the SUBRECIPIENT pursuant to the authority granted by HUD at 24 CFR Part 92, which establishes the HOME Program, and pursuant to HOME-ARP;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations herein contained, including attachments, which are incorporated herein by reference, and subject to the terms and conditions hereinafter stated, the Parties hereto understand and agree as follows:

SECTION I – PURPOSE

The purpose of this Agreement is to provide HOME-ARP Funds from the COUNTY to the SUBRECIPIENT for the HOME-ARP eligible activities outlined in **Attachment “A”**, Scope of Work, to eligible qualifying households per the requirements of HOME-ARP. All Work tasks performed under this Agreement shall be performed as described in the Scope of Work attached hereto as **Attachment “A”**, which is considered to be a part of this Agreement and is incorporated herein by reference.

SECTION II – DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- A. **“Act” or “NAHA”** means the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC § 12701 et seq.
- B. **“Agreement”** means this Agreement entered into between the COUNTY and the SUBRECIPIENT, including Attachments listed herein, and all formal changes to this Agreement (including attachments) whether made by amendment, addendum, change order, or any other type of modification.
- C. **“SUBRECIPIENT”** means the nonprofit entity identified in the title and preamble of this Agreement, and includes any of its officers, owners, operators, managers, or providers.
- D. **“HOME-ARP” or “HOME-ARP Program”** means the HOME American Rescue Plan and its requirements

as set forth in the HUD Notice.

- E. **“HOME” or “HOME Program”** means the HOME Investment Partnerships Program as set forth at 24 CFR Part 92 as it currently exists and as it may be modified in the future.
- F. **“HOME-ARP Funds”** means funds made available to the COUNTY by HUD under the HOME-ARP Program through allocations and reallocations, plus all repayments and interest or other return on investment of these funds, and as made available to the SUBRECIPIENT under this Agreement.
- G. **“HUD”** means the U.S. Department of Housing and Urban Development.
- H. **“HUD Notice”** means HUD Notice CPD-21-10, *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, issued September 13, 2021, which establishes requirements for funds appropriated under the ARP. (**Attachment “B”**).
- I. **“IDIS”** means the Integrated Disbursement Information System, which is a nationwide database providing HUD with current information regarding the program activities underway across the nation, including funding data. HUD uses this information to report to Congress and to monitor participating jurisdictions, including the COUNTY. IDIS is the draw down and reporting system for the HOME grant program. This system allows the COUNTY to request their grant funding from HUD and report on what is accomplished with these funds.
- J. **“Program Income”** Program Income means gross income received by the SUBRECIPIENT generated from the use of HOME-ARP funds during the grant period of performance. This includes, but is not limited to, principal and interest payments from a loan made with HOME-ARP funds, or other income or fees received by the SUBRECIPIENT in connection with HOME-ARP funds, and interest earned by the SUBRECIPIENT on program income before its disposition. Program income earned as a result of the use of HOME-ARP funds is HOME program income and must be used in accordance with the requirements of 24 CFR part 92. Program Income includes, but is not limited to, the payments, proceeds, interest, and generated gross income as this term is defined at 24 CFR Part 92.
- K. **“Project”** means the entire Project described herein, including those activities set forth at **Attachment “A”** (Scope of Work), and all activities associated therewith.
- L. **“Qualifying Population” (“QP”)** means an individual or family who meets the following criteria, as set forth at Section IV of the HUD Notice, and is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria, such as income criteria:
 - 1. Homeless, as defined in 24 CFR 91.5, Homeless (i1), (), or ()
<https://www.ecfr.gov/current/title-24/subtitle-A/part-91/subpart-A/section-91.5>
 - 2. At risk of Homelessness, as defined in 24 CFR 91.5, At risk of Homelessness
<https://www.ecfr.gov/current/title-24/subtitle-A/part-91/subpart-A/section-91.5>
 - 3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking, as defined by HUD. For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault,

stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer. Domestic violence, Dating violence, Sexual Assault, and Stalking is defined in 24 CFR 5.2003. Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102).

<https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2003>

4. Other Populations for whom providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability, which HUD defines as those whose households do not qualify under any of the above populations, but meet one of the following criteria:
 - a. Previously homeless (as defined above) who are currently housed due to temporary or emergency assistance, and who need additional housing assistance or supportive services to avoid a return to homelessness.
 - b. Has annual income that is less than or equal to 30 percent of the area median income ("AMI"), as determined by HUD, and is paying more than 50 percent of monthly household income toward housing costs.
 - c. Has annual income that is less than or equal to 50 percent of AMI, as determined by HUD, **AND** meets one of the following conditions:
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; **OR**
 - ii. Is living in the home of another because of economic hardship; **OR**
 - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; **OR**
 - iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals; **OR**
 - v. Lives in a single room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau; **OR**

- vi. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); **OR**
- vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

M. **“Work”** means the services and activities set forth at **Attachment “A”** (Scope of Work) of this Agreement, or as otherwise related to or required to complete the Project.

SECTION III – GENERAL TERMS

- A. The SUBRECIPIENT expressly agrees to complete all Work required by this Agreement in accordance with the implementation schedule outlined in **Attachment “A”** (Scope of Work).
- B. **Records and Reports.** The SUBRECIPIENT agrees and understands that it must maintain and submit to the COUNTY information, records and reports, including, but not limited to copies of financial statements, as set forth herein, and in the HUD Notice, to assist the COUNTY in meeting its recordkeeping and reporting requirements. Additional recordkeeping, retention, inspection, monitoring, and access to records requirements are set forth at Section XIX hereof.
- C. **Enforcement of the Agreement.** See Section XVIII hereof.
- D. **Request for disbursement of HOME-ARP Funds.** The SUBRECIPIENT may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs.
- E. **Duration of the Agreement.** See Section XXVIII hereof.
- F. **On-site inspections and financial oversight.** The SUBRECIPIENT agrees to cooperate with the COUNTY And to allow the COUNTY to comply with its on-site inspection and financial oversight requirements set forth in 24 CFR 92.504(d)(1) and (2).
- G. **Tenant Selection.** See **Attachment “A”** hereof.
- H. **Other Federal Requirements.** The SUBRECIPIENT must comply with the following requirements: 24 CFR Part 92, Subpart H; 92.352 – Environmental review; 92.353 – Displacement, relocation, and acquisition; and 92.355 – Lead-based paint.
- I. **Other Federal Requirements and Nondiscrimination.** The requirements in 24 CFR 92.350 apply to the HOME-ARP Program. The SUBRECIPIENT must comply with the Federal requirements set forth in 24 CFR Part 5, Subpart A, including: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; drug-free work; and housing counseling and the nondiscrimination requirements at section 282 of NAHA. The requirements in section 282 of NAHA are

waived in connection with the use of HOME-ARP funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat. 108). The SUBRECIPIENT must also comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR 92.359. The SUBRECIPIENT also agrees to comply with 24 CFR 92.505 and applicable Uniform Administrative Requirements at 2 CFR Part 200, as amended, as well as with requirements established by the Office of Management and Budget (OMB) concerning the unique entity identifier and System for Award Management (SAM) requirements in Appendix I to 2 CFR Part 200, as amended, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR Part 170.

- J. Timely completion of the Work specified in this Agreement is an integral and essential part of performance. The expenditure of HOME-ARP Funds is subject to federal deadlines and could result in the loss of the federal funds if deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by the SUBRECIPIENT that the Project will be completed as expeditiously as possible, and that the SUBRECIPIENT will make every effort to ensure that Work on the Project will proceed and will not be delayed. Failure of the SUBRECIPIENT to meet Project deadlines can result in cancellation of this Agreement and the revocation and repayment of HOME-ARP Funds to the COUNTY.

SECTION IV – USE OF FUNDS

The COUNTY is providing the total sum of **\$393,407** in HOME-ARP Funds in the form of a grant in accordance with the applicable requirements of 24 CFR Part 92 and HOME-ARP. Further, The SUBRECIPIENT acknowledges and agrees that:

- A. Eligible Activities and Costs. Any expenditure of HOME-ARP Funds awarded by this Agreement shall be used solely for eligible activities and expended on eligible costs in full compliance with the HOME-ARP Program. The SUBRECIPIENT will further ensure that there is no misuse and/or mismanagement of said funds. The SUBRECIPIENT acknowledges that HOME-ARP Funds will only be provided as reimbursement for eligible costs and expenses incurred, including actual expenditures or invoices for work completed.
- B. HOME-ARP Funds and Public Housing. HOME-ARP funds must be used in accordance with the requirements in 24 CFR 92.213(a)-(c).
- C. All costs paid by HOME-ARP Funds must comply with the requirements of the HUD Notice and the Cost principles at 2 CFR Part 200, Subpart E of the Uniform Administrative Requirements, as amended.
- D. The amount of HOME-ARP Funds provided to the SUBRECIPIENT under this Agreement shall not be increased and the use of HOME-ARP Funds must adhere to the budget set forth in the Scope of Work, **Attachment “A”**. The SUBRECIPIENT is solely responsible for all other additional costs and expenses that may be required to timely complete the Project.
- E. As applicable, the commitment of HOME-ARP Funds under this Agreement is conditioned upon the satisfactory completion of environmental review of the proposed Project site as required by 24 CFR Part 58 and, if required, receipt by the COUNTY of a release of funds from HUD. Accordingly, the SUBRECIPIENT further acknowledges and agrees that it will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance and release of funds (if

applicable), and hereby acknowledges that the violation of this provision may result in the denial of any funds under this Agreement.

SECTION V – REIMBURSEMENT OF EXPENSES AND SUBRECIPIENT FEES

- A. Project expenses (excluding SUBRECIPIENT fees) shall be paid on invoices for actual expenses incurred or paid. Requests for payment must be submitted by the SUBRECIPIENT on forms specified by the COUNTY, with adequate and proper documentation of eligible costs incurred in compliance with the HUD Notice and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved Project budget included in **Attachment “A”**.
- B. The SUBRECIPIENT covenants that all expenditures shall comply with 2 CFR Part 200 et seq. and are allowable, allocable and reasonable. The COUNTY reserves the right to inspect records and Project sites to determine that the reimbursement and compensation requests meet the terms of 2 CFR Part 200 et seq. The COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- C. The SUBRECIPIENT may submit a final invoice upon completion of the Project. Final payment shall be made after the COUNTY has determined that all services required hereunder have been rendered, files and documentation delivered, and units have been placed in service in full compliance with applicable HOME and HOME-ARP regulations and requirements, including submission of a completion report and documentation of eligible initial occupancy and property standards.
- D. The COUNTY shall have the right to review and audit all records of the SUBRECIPIENT pertaining to any payment by the COUNTY.

SECTION VI – PROJECT REQUIREMENTS

In relation to the Project, the SUBRECIPIENT acknowledges, covenants, and agrees that it must comply with *all* applicable requirements of HOME and HOME-ARP, regardless of whether the same are specifically referenced in this Agreement, including, but not limited to, the following snapshot of requirements (some of which are emphasized and expounded upon elsewhere in this Agreement); accordingly, the SUBRECIPIENT acknowledges the following and agrees that it shall:

- A. Execute appropriate agreements with each entity being contracted to perform Work on the Project, as well as well as with program participants, as applicable.¹
- B. **Confidentiality.** Ensure that the use or disclosure of any information concerning the applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement and is in conformance with all federal and Arizona privacy laws. The SUBRECIPIENT and its agents shall safeguard the confidentiality of this information, just as the SUBRECIPIENT would safeguard its own confidential information. Furthermore, Per Section VIII.H of the HUD Notice, all entities assisted by HOME-ARP Funds, including the SUBRECIPIENT, shall develop, implement, and maintain written procedures that ensure the following:

¹ Subject to approval by the COUNTY.

- a. All records containing personally identifying information of any individual or family who applies for and/or receives HOME-ARP assistance will be kept secure and confidential;
- b. The address or location of any HOME-ARP rental housing exclusively for individuals fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as necessary where making the address or location public does not identify the occupancy of the HOME-ARP rental housing, when necessary to record use restrictions or restrictive covenants in accordance with Section VI.B or VI.E of the HUD Notice, or with written authorization of the person or entity responsible for the operation of the HOME-ARP rental housing; and
- c. The address or location of any program participant that is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as provided under a privacy policy of the SUBRECIPIENT consistent with State and local laws and any other grant conditions from other federal grant programs regarding privacy and obligations of confidentiality.²
- d. Documenting status of a qualifying population that is fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking. If an individual or family qualifies due to fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking then acceptable evidence includes an oral or written statement by the qualifying individual or head of household seeking assistance that they are fleeing that situation. An oral statement may be documented by either (i) a written certification by the individual or head of household; or (ii) a written certification by a victim service provider, intake worker, social worker, legal assistance provider, health-care provider, law enforcement agency, pastoral counselor, or an intake worker in any other organization from whom the individual or family sought assistance.

The written documentation need only include the minimum amount of information indicating that the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking and need not include any additional details about the conditions that prompted the individual or family to seek assistance.

- C. Oversee the performance of subcontractors and others that are administering the Project to ensure compliance with this Agreement and with all applicable federal, state, and local laws, rules, regulations, codes, and all other lawful requirements.
- D. Ensure that any payments made for professional services to administer the Project are reasonable, competitive, and necessary to carry out the Project in accordance with the requirements and standards of 2 CFR Part 200 et seq., and federal OMB Circular A-122.
- E. Maintain an accurate accounting of any Program Income. Program Income, and the use of that income, must be reported to the COUNTY quarterly, as the COUNTY must report the same to HUD. Any Program

² The COUNTY is a government entity subject to Arizona public records laws, and the COUNTY is required to disclose public records, subject to redaction, as directed by Arizona Revised Statutes §§ 39-101 to 39-161, and Arizona public records case law.

Income may be retained by the SUBRECIPIENT, however, Program Income earned as a result of the use of HOME-ARP Funds is HOME program income and must be used in accordance with the requirements of 24 CFR Part 92.

- F. Affirmatively market assisted housing to protected classes of citizens as required by 24 CFR § 92.351.
- G. Ensure that in the selection of occupants for Project units, it will comply with all non-discrimination requirements of 24 CFR § 92.350.
- H. Maintain a complete file for each approved application for assistance and such additional records as may be required by law and/or regulation, and in accordance with applicable recordkeeping and retention provisions of 24 CFR § 92.508 and section VIII.F, Recordkeeping, of the HUD Notice. The SUBRECIPIENT must provide reports and access to Project files as requested by the COUNTY during the Project and for at minimum five (5) years after completion of the Project or for the duration of the period of record retention as set forth otherwise herein or as required by the HUD Notice, whichever is longer, to enable the COUNTY to monitor for compliance with the regulations of 24 CFR Part 92 and HOME-ARP.
- I. Ensure compliance with all environmental requirements. See Sections IV(F) and XI(D) hereof.

SECTION VII-A – REPAYMENT OF HOME FUNDS

It is understood that upon completion of the Project, any HOME-ARP Funds reserved but not expended under this Agreement will revert to the COUNTY.

All HOME-ARP funds are subject to repayment in the event the Project does not meet the Project requirements as outlined above, elsewhere in this Agreement, and pursuant to the HUD Notice. Any HOME-ARP funds used for costs that are not eligible under the HUD Notice must be repaid by the SUBRECIPIENT.

SECTION VIII – PROCUREMENT STANDARDS

The SUBRECIPIENT shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring services to be provided under this Agreement, the SUBRECIPIENT shall comply, at a minimum, with the relevant procurement standards set forth at 2 CFR Part 200.

SECTION X – UNIFORM ADMINISTRATIVE REQUIREMENTS

To the extent applicable to a nongovernmental recipient of federal funds, and pursuant to 24 CFR § 92.505, the SUBRECIPIENT agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 CFR § 200 et seq. except for the following provisions: 2 CFR 200.306, 200.307, 200.308, 200.311 (except as provided in 24 CFR 92.257), 200.312, 200.329, 200.333, and 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c) and the HUD Notice. If there is a conflict between definitions in 2 CFR Part 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92, govern. Moreover, if there is a conflict between the provisions of 2 CFR Part 200 and the provisions of the HUD Notice, the provisions of the HUD Notice govern. Where regulations in 24 CFR Part 92 refer to specific regulations of 2 CFR Part 200 that were or are renumbered or revised by amendments to 2 CFR Part 200, the requirements that apply to the use of HOME-ARP funds are the applicable requirements in 2 CFR Part 200, as amended, notwithstanding the

renumbered regulatory reference.

SECTION XI – OTHER FEDERAL REQUIREMENTS

The SUBRECIPIENT hereby acknowledges and agrees, with respect to all activities to be carried out under this Agreement, to be bound by and to comply with all applicable federal laws, regulations, and requirements set forth at 24 CFR § 92.350, 24 CFR Part 5, Subparts A and F; 24 CFR Part 92, Subpart H, the nondiscrimination requirements of section 282 of the Act, and as set forth herein and below:

A. Equal Opportunity and Fair Housing

- a. In accordance with 24 CFR § 92.350, no person in the United States shall on the ground of race, color, national origin, religion, familial status, age, sex, disability, sexual identity, gender identity, sexual orientation, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity funded in whole or in part from HOME Funds. In addition, funds must be made available in accordance with, and the SUBRECIPIENT agrees to fully comply with, the following:
 - i. The requirements of the Fair Housing Act (42 USC § 3601 et seq.) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959 – 1963 Comp., p.652 and 3 CFR, 1980 Comp., p.307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 USC § 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR Part 1;
 - ii. Executive Order 13166 entitled “Improving Access to Services for Persons with Limited English Proficiency” pursuant to Title VI of the Civil Rights Act of 1964;
 - iii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1967, as amended (29 USC § 621 et seq.) and 1975, as amended (42 USC §§ 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and implementing regulations at 24 CFR Part 8, title II of the Americans with Disabilities Act of 1990 (42 USC § 12101 et seq.), and 24 CFR Part 8.
 - iv. The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR §§ 1964-1965. Comp., p.339; 3 CFR 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and the implementing regulations issued at 41 CFR Chapter 60, as well as Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities;

- v. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135, and 12 USC § 1701u) (Economic Opportunities for Low and Very Low-Income Persons;
- vi. The requirements of Executive Orders 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development), Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise), and regulations S. 85.36(e) and section 281 of the National Housing Affordability Act. The SUBRECIPIENT must make efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. The SUBRECIPIENT will cooperate with the COUNTY in its minority outreach program to ensure the inclusion to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in the procurement of property and services including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services.
- b. When procuring property, goods and services, the COUNTY may require that the SUBRECIPIENT follow the COUNTY's procurement procedures which reflect applicable state and local laws and regulations and which shall conform to applicable federal law, regulations and standards. The SUBRECIPIENT shall consult with the COUNTY on any procurement to assure conformance with applicable laws, regulations and standards.

B. Equal Access/Non-discrimination

- a. The SUBRECIPIENT shall provide all services under this Agreement without discrimination on the basis of actual or perceived race, color, religion, national origin, sex, familial status, age, sexual identity, gender identity, sexual orientation, marital status or disability. The SUBRECIPIENT agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, place on or on the behalf of the SUBRECIPIENT, will state that all qualified applicants will receive consideration for employment without regard to actual or perceived race, color, religion, national origin, sex, familial status, age, sexual identity, gender identity, sexual orientation marital status or disability.
- b. The SUBRECIPIENT shall provide all services under this Agreement in conformance with 24 CFR Part 5, Subpart A, § 5.106, as applicable, regarding equal access in accordance with an individual's gender identity, which applies to recipients and subrecipients, as well as to owners, operators, and managers of shelters and other buildings and facilities and providers of services funded in whole or in part by any community planning and development program, including the HOME Program. This requirement includes, but is not limited to, ensuring that eligibility determinations for housing that is assisted with HOME Funds or subject to a mortgage insured by HUD, shall be made in accordance with Section XI(B)(a), above. Pursuant to 24 CFR Part 5, Subpart A, § 5.106(d), the SUBRECIPIENT shall document and maintain records of compliance

with the foregoing for a period of five (5) years.

C. Affirmative Marketing

- a. The requirements in 24 CFR 92.351 apply to HOME-ARP activities. Pursuant to 24 CFR § 92.351, The SUBRECIPIENT must adopt affirmative marketing procedures and requirements for HOME-ARP assisted housing containing five (5) or more housing units in conformance with 24 CFR § 92.351(a)(2). Affirmative marketing steps shall consist of actions to provide information and otherwise attract eligible persons without regard to race, color, national origin, sex, sexual orientation, religion, familial status, disability or gender identity in the housing market area to the available housing and shall otherwise comply with the requirements and procedures of 24 CFR § 92.351. The affirmative marketing requirements and procedures set forth herein and at 24 CFR § 92.351 apply to all HOME funded programs, including, but not limited to, tenant-based rental assistance and down-payment assistance programs.

D. Environmental Review

- a. The environmental requirements in 24 CFR 92.352 apply to eligible activities under HOME-ARP. The environmental effects of each activity carried out with HOME-ARP Funds must be assessed in accordance with the provisions of NEPA and the related authorities listed in HUD's implementing regulations at 24 CFR Part 58.
- b. The applicability of the provisions of 24 CFR Part 58 is based on the HOME-ARP project as a whole (i.e., all individual project activities, such as acquisition and rehabilitation, aggregated according to the requirements at 24 CFR 58.32), not on the type of the cost paid with HOME-ARP Funds. In accordance with the provisions in 24 CFR Part 58, activities undertaken with HOME-ARP Funds are subject to environmental review by the COUNTY.
- c. Pursuant to 24 CFR § 92.352, the COUNTY, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act (NEPA) of 1969 (42 USC § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such projects as Federal projects in accordance with 24 CFR Part 58. The COUNTY will assume the responsibilities for the request for release of funds, if applicable.
- d. The SUBRECIPIENT agrees not to commit or incur any expenditure for HOME-ARP activities until this environmental review process has been completed and that it will comply with all requirements and actions for each activity that it carries out with HOME-ARP Funds in accordance with the requirements under 24 CFR Part 58. The Parties further agree that the provision of any funds to the Project is conditioned on PINAL COUNTY'S determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review. Should it be determined that the SUBRECIPIENT has incurred expenses in violation of the NEPA requirements, the SUBRECIPIENT will be responsible for the full costs of expenditures and repayment of any related reimbursement. The SUBRECIPIENT agrees to provide all necessary assistance to PINAL COUNTY in completing this environmental review process.

- e. HOME-ARP Rental Housing. Acquisition of a structure to be used as HOME-ARP rental housing is categorically excluded, subject to the Federal laws and authorities referenced at 24 CFR 58.5 (CEST) under 24 CFR 58.35(a)(5) (with the possibility of converting to exempt under 24 CFR 58.34(a)(12)) if the structure acquired will be retained for the same use (e.g., residential). Rehabilitation of buildings for residential use with one to four units for HOME-ARP rental housing is CEST under 24 CFR 58.35(a)(3)(i), if the density is not increased beyond four units, and the land use is not changed. Rehabilitation of buildings for use as HOME-ARP multifamily rental housing is CEST under 24 CFR 58.35(a)(3)(ii) only if: (1) the unit density is not changed more than 20 percent; (2) the project does not involve changes in land use from residential to non-residential; and (3) the estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.

Rehabilitation for HOME-ARP rental housing that does not meet the thresholds for multifamily residential buildings listed above requires completion of an Environmental Assessment in accordance with 24 CFR Part 58, Subpart E. An Environmental Assessment is also required for new construction, demolition, acquisition of vacant land for new construction, and acquisition of non-residential structures for demolition and new construction.

- E. Displacement, Relocation, and Acquisition. HOME-ARP funding is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and section 104(d) of the Housing and Community Development Act of 1974, in addition to the Displacement, Relocation and Acquisition regulatory requirements of 24 CFR 92.353. The SUBRECIPIENT must comply with all applicable requirements, as described in Section VII.F of the HUD Notice.
 - a. The SUBRECIPIENT shall comply with the provisions of 24 CFR § 92.353 in all regards and must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME-ARP funds, including the Project.
 - b. The SUBRECIPIENT shall consult the COUNTY prior to proceeding with any activity relating to the Project that may cause temporary or permanent displacement to assure compliance with appropriate relocation requirements as provided in 24 CFR § 92.353 and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4201-4655) and 49 CFR Part 24, as amended and the Fair Housing Act (42 USC § 3601 et seq.). In any event, the SUBRECIPIENT agrees at all times to act in accordance with the displacement, relocation, and acquisition requirements as set forth at 24 CFR § 92.353 and 24 CFR Part 5, Subpart A, § 5.106(c) regarding the placement and accommodation in temporary, emergency shelters and other building and facilities with shared sleeping quarters or shared bathing facilities.
 - c. HOME-ARP is HOME funding and subject to the requirements in section 104(d) of the Housing and Community Development Act of 1974, as amended, (42 USC § 5304(d)), ("section 104(d)") unless waived, as described in this section and the HUD Notice Appendix. Costs incurred to comply with section 104(d) requirements are eligible HOME-ARP project costs under 24 CFR 92.206(f). Section 104(d) applies to the demolition or conversion, as defined in 24 CFR 42.305, of a lower-income dwelling unit in connection with a HOME or Community Development Block

Grant Program (CDBG) assisted activity. Section 104(d) includes the following requirements:

- i. The SUBRECIPIENT must have a residential anti-displacement and relocation assistance plan (“RARAP”);
 - ii. The SUBRECIPIENT must provide relocation assistance to displaced lower-income persons; and
 - iii. The SUBRECIPIENT must perform one-for-one replacement of lower-income dwellings demolished or converted to a use other than a lower-income dwelling unit. A lower-income dwelling unit is defined in 24 CFR 42.305 as a dwelling unit with a market rent (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing, as defined by HUD.
- d. HOME-ARP Section 104(d) Waiver / One-for-One Replacement Housing. For purposes of the one-for-one replacement housing requirements of section 104(d)(2)(A)(i) and (ii) and (d)(3) (42 U.S.C. 5304(d)(2)(A)(i) and (ii) and 42 U.S.C. 5304(d)(3)) and 24 CFR 42.375, lower-income dwelling units shall not include single-room occupancy (SRO) units or residential hotel or motel units in jurisdictions where those units are considered dwelling units under state or local law. All other section 104(d) requirements, including but not limited to the requirement that the SUBRECIPIENT have and follow a RARAP, remain in effect. (See 24 CFR 92.353(e) and 24 CFR Part 42, Subpart C).
- e. The acquisition of real property for a HOME-assisted project, including the Project, is subject to the URA and the requirements of 49 CFR Part 24, Subpart B.
- f. Acquisition and/or rehabilitation of hotels, motels and other non-residential property. In states where hotels and motels are not considered dwelling units or residential property, the acquisition of non-residential property such as hotels and motels for the production of HOME-ARP rental housing will not make a person occupying those properties eligible for relocation assistance under the URA, section 104(d) or 24 CFR 92.353. Such persons may rent a HOME-ARP rental unit, if the individuals or families can demonstrate that:
- i. They have been in continuous residence at the property for 30 or more calendar days, and
 - ii. They are a qualifying household, or QP, as defined herein. Any assistance provided pursuant hereto may be provided without regard to any preferences, project-specific waiting lists, or any other form of prioritization the SUBRECIPIENT has developed pursuant to this Agreement or the HUD Notice.

F. Labor Requirements

- a. The requirements in 24 CFR 92.354 apply to HOME-ARP activities. The SUBRECIPIENT shall abide by the Labor requirements and contract requirements set forth at 24 CFR § 92.354 in all applicable regards.
- b. 24 CFR § 92.354 requires that any contract for the construction (rehabilitation or new construction) of affordable housing with 12 or more units assisted with funds made available under HOME must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 USC § 3141), will be paid to all laborers and mechanics employed in the development of affordable housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 USC § 3701).
- c. The SUBRECIPIENT shall comply with regulations and requirements issued under the HOME-ARP Program and with other federal laws and regulations pertaining to labor standards and HUD handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. The COUNTY shall require certification as to compliance with the provisions of this section, and as specifically set forth at 24 CFR § 92.354(3) before making any payment under this Agreement.

G. Minimum Wage Requirements

- a. The SUBRECIPIENT warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 USC §§ 201 et seq.) by law, regulation or Executive Order 13658.

H. Drug Free Workplace

- a. The HOME-ARP Program and Section 92.350 of the HOME regulations require that the SUBRECIPIENT shall act in accordance with 24 CFR Part 5, Subpart A pertaining to a drug-free workplace. The regulations require that any contract for the construction (rehabilitation or new construction) of affordable housing must adhere to the Drug-Free Workplace Act of 1988 (41 USC § 701 et seq.), and HUD's implementing regulations at 2 CFR Part 2429. Accordingly, the SUBRECIPIENT agrees to abide by the foregoing as it applies to the HOME Program and will provide a drug-free workplace in accordance with the same and the certification attached hereto. (**Attachment "D"**)

I. Lead Hazard Control Requirements

- a. Pursuant to Section VII.E of the HUD Notice, in accordance with 24 CFR § 92.355, housing assisted with HOME-ARP Funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4821-4846.), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC § 4851 et seq.), and implementing regulations at 24 CFR Part 35, Subparts A, B, J, K, M, and R.
- b. The SUBRECIPIENT will assure compliance with federal regulations in regard to lead-based paint,

which regulations require, inter alia, that applicants, owners, and tenants of HUD-associated housing and rehabilitation projects constructed before 1978 be provided with information on the following: that the property may contain lead-based paint; of the hazards of lead-based paint; of the symptoms and treatment of lead-based paint poisoning; of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards); of the advisability and availability of blood lead level screening for children under seven years of age; and that in the event lead-based paint is found in the property, appropriate abatement procedures may be undertaken

J. Toxic Substances

- a. As required by 24 CFR Part 50 and 24 CFR Part 58, toxic chemicals, radioactive materials, i.e., radon) regulations will be followed.

K. Debarment and Suspension

- a. As required by 24 CFR Part 2424, federal funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage in the services of, or fund any contractor, subcontractor, SUBRECIPIENT, business, participant, consultant or any entity during any period of debarment, suspension or placement in ineligibility status, including the beneficiary of HOME investment (homebuyer). All SUBRECIPIENT and subcontracts shall have an active profile in the federal System for Award Management, or SAM. The SUBRECIPIENT will certify compliance with debarment, suspension ineligibility and voluntary exclusion.
- b. The undersigned by signing and submitting this Agreement has the authority to certify the SUBRECIPIENT to the terms, representations and/or warrants of this Certification. The SUBRECIPIENT, as defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (ii) of this certification; and
 - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- c. The SUBRECIPIENT shall immediately notify the COUNTY if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The COUNTY may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- d. The SUBRECIPIENT shall not enter into a subcontract agreement with a person, organization, or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The COUNTY may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- e. The SUBRECIPIENT shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all other contractors, in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

L. Applicability to Subcontracts

- a. The SUBRECIPIENT further warrants and agrees to include or cause to be included the criteria requirements of Section XI of this Agreement in every subcontract. The SUBRECIPIENT also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

M. Immigration and Nationality

- a. The SUBRECIPIENT and its subcontractors shall abide by all regulations pursuant to the Immigration Reform and Control Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable. Should the SUBRECIPIENT perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility therefore and shall bear all costs incurred due to its negligence or knowing actions. The COUNTY will not be liable for any work performed by the SUBRECIPIENT.
- b. The SUBRECIPIENT represents and warrants compliance with the federal Immigration and Nationality Act (8 USC §§ 1101, et seq.) (FINA) and all other federal and state immigration laws and regulations related to the immigration status of its employees. The SUBRECIPIENT shall obtain statements from its subcontractors certifying compliance and shall furnish the same to the COUNTY upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The SUBRECIPIENT shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- c. The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
 - i. Its compliance with all federal immigration laws and regulations that relate to its

employees and its compliance with A.R.S. § 23-214;

- ii. That breach of this warranty shall be deemed a material breach of this Agreement and the COUNTY may immediately terminate this Agreement without liability.
- iii. That the COUNTY retains the legal right to inspect the papers and employment records of any SUBRECIPIENT employee who works on the Project in any way or otherwise performs services in relation to this Agreement, to ensure that the SUBRECIPIENT is complying with the warranty provided above and that the SUBRECIPIENT agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

N. Federal Funding Accountability and Transparency Act.

- a. The SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR Part 170.

O. Certification – Restrictions on Lobbying

- a. The SUBRECIPIENT shall comply with the disclosure requirements and prohibitions of Section 319 of Public Law 101-121 (31 USC § 1352) and implementing regulations at 24 CFR Part 87; 5 USC § 301, Reorganization Plan Number 6 of 1950; and the requirements of funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 USC §§ 3531 et seq.). (**Attachment “E”**).

P. Lawful Presence

- a. The SUBRECIPIENT recognizes and agrees that award funds shall only be disbursed to a natural person participating in the HOME-ARP Program after that person produces documentation certifying to the SUBRECIPIENT his or her lawful presence in the United States, as required by A.R.S. §§ 1-501 or 1-502, as applicable.

Q. Historic Preservation

- a. The SUBRECIPIENT shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation, Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the Arizona State Historic Preservation Office (SHPO) for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.

R. Whistleblower Rights and Requirements

- a. The Parties agree that this Agreement and employees working in any way on the Project or otherwise in relation to the services required under this Agreement, will be subject to the whistleblower rights and remedies established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for the Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation (FAR).
- b. The SUBRECIPIENT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the SUBRECIPIENT and copies provided to COUNTY upon request; and
- c. The SUBRECIPIENT shall insert the substance of this Section XI(R), including this subparagraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

S. Consultant Activities

- a. The SUBRECIPIENT agrees to comply with the provisions of 24 CFR § 92.358 in relation to consultant activities, which provides that “[n]o person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996)). Such services shall be evidenced by written agreements between the Parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.”

T. VAWA Requirements

- a. The SUBRECIPIENT acknowledges that all units assisted with HOME-ARP funds must comply with the requirements of the Violence Against Women Act (VAWA) as set forth at 24 CFR Part 5, Subpart L, as supplemented by 24 CFR § 92.359, and the SUBRECIPIENT hereby agrees to comply with the same, regardless of whether the specific requirements thereof are specifically mentioned in this Agreement.
- b. Per 24 CFR § 92.359(c), the SUBRECIPIENT agrees to comply with the notice and certification requirements as set forth therein:
 - i. For HOME-ARP assisted units. The owner of HOME-ARP assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for a HOME- ARP assisted unit at the time the applicant is admitted to a HOME-assisted

unit, or denied admission to a HOME- ARP assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR § 5.2005 with any notification of eviction from a HOME-assisted unit.

- ii. For HOME tenant-based rental assistance. The SUBRECIPIENT must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for HOME- ARP tenant-based rental assistance when the applicant's HOME-ARP tenant-based rental assistance is approved or denied. The SUBRECIPIENT must also provide the notice and certification form described in 24 CFR 5.2005(a) to a tenant receiving HOME-ARP tenant-based rental assistance when the SUBRECIPIENT provides the tenant with notification of termination of the HOME-ARP tenant-based rental assistance, and when the SUBRECIPIENT learns that the tenant's housing owner intends to provide the tenant with notification of eviction.
- iii. VAWA lease term/addendum. The SUBRECIPIENT must develop a VAWA lease term/addendum to incorporate all requirements that apply to the owner or lease under 24 CFR Part 5, Subpart L, and 24 CFR § 92.359, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). This VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if the participating jurisdiction determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). When HOME- ARP tenant-based rental assistance is provided, the lease term/addendum must require the owner to notify the SUBRECIPIENT before the owner bifurcates the lease or provides notification of eviction to the tenant. If HOME-ARP tenant-based rental assistance is the only assistance provided (i.e., the unit is not receiving project-based assistance under a covered housing program, as defined in 24 CFR 5.2003), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.
- iv. Emergency Transfer Plan. Per 24 CFR § 92.359(g), The SUBRECIPIENT must develop and implement an emergency transfer plan and must make the determination of whether a tenant qualifies under the plan. The plan must meet the requirements in 24 CFR § 5.2005(e), as supplemented by 24 CFR § 92.359. For the purposes of § 5.2005(e)(7), the required policies must specify that for tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the SUBRECIPIENT must provide a list of properties in the jurisdiction that include HOME-ARP assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME- ARP assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-ARP assisted units. In addition, the SUBRECIPIENT may:
 - a. Establish a preference under the participating jurisdiction's HOME-ARP program for tenants who qualify for emergency transfers under 24 CFR 5.2005(e);

- b. Provide HOME-ARP tenant-based rental assistance to tenants who qualify for emergency transfers under 24 CFR 5.2005(e); or
 - c. Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.
- v. Period of applicability. For HOME-ARP assisted rental housing, the requirements of this section relating to VAWA requirements shall apply to the owner of the housing for the duration of the Compliance Period. For HOME-ARP tenant-based rental assistance, the requirements of this section shall apply to the owner of the tenant's housing for the period for which the rental assistance is provided.
- U. Audit Requirements for Non-Profit Organizations. Pursuant to 24 CFR Part 5, Subpart A, § 5.107, non-profit organizations subject to regulations in Part 200 and Part 800 series of title 24 of the CFR shall comply the audit requirements of 2 CFR Part 200, Subpart F. For HUD programs, a non-profit organization is the mortgagor or owner (as these terms are defined in the regulations in the Part 200 and Part 800 series) and not a related or affiliated organization or entity. The SUBRECIPIENT agrees to comply with this provision.
- V. Housing Counseling. Pursuant to 24 CFR Part 5, Subpart A, § 5.111, any housing counseling, including homeownership counseling or rental housing counseling, as defined in 24 CFR Part 5, Subpart A, § 5.100, required under or provided in connection with any program administered by HUD, including the HOME-ARP Program, shall be provided only by organizations and counselors certified by the Secretary of HUD under 24 CFR Part 214 to provide housing counseling, consistent with 12 USC 1701x. The SUBRECIPIENT agrees to comply with this provision.
- W. Prohibited Activities and Fees. Pursuant to Section VI.B.6 of the HUD Notice, HOME-ARP may not be used for any of the prohibited activities, costs or fees in 24 CFR 92.214, as revised by the Appendix to the HUD Notice. The SUBRECIPIENT agrees to comply with this provision

Section XII – CONDITIONS OF RELIGIOUS ORGANIZATIONS

- A. Pursuant to 24 CFR § 92.257 and 24 CFR § 5.109, and subject to the requirements, regulations and restrictions set forth therein, organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME-ARP Program. The SUBRECIPIENT agrees to comply with the same, and with all other requirements set forth in the foregoing provisions relating to equal protection of faith-based organizations in HUD programs and activities.
- B. The SUBRECIPIENT shall not, in providing HOME-ARP program assistance, discriminate against a HOME-ARP program beneficiary or prospective HOME-ARP program beneficiary on the basis of religion or religious belief.

XIII – INSURANCE AND BONDING REQUIREMENTS

- A. Without limiting any of the SUBRECIPIENT's obligations or liabilities, SUBRECIPIENT, at SUBRECIPIENT's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to PINAL COUNTY and with policies and forms satisfactory to PINAL COUNTY.
- B. Workers' Compensation Insurance – per statutory requirements, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease for each employee and One Million Dollars (\$1,000,000) disease policy limit.
- C. Commercial General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000) for each occurrence with a One Million Dollars (\$1,000,000) Products and Completed Operations Aggregate and with a Two Million Dollars (\$2,000,000) General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual liability coverage.
 - a. Such policy shall contain a severability of interests provision;
- D. Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars (\$1,000,000), each occurrence with respect to the SUBRECIPIENT's owned, hired and non-owned vehicles assigned to or used in the performance of the SUBRECIPIENT's work.
- E. Umbrella/Excess Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer's Liability, as required above.
- F. Fidelity Bond or Crime Insurance issued with limits of 75% of the grant value. Policy or bond must include coverage for theft of property, loss due to forgery or alteration of negotiable instruments or loss due to electronic funds transfer fraud. Policy or bond must not contain a condition requiring an arrest and conviction.
- G. Additional Insured. The insurance coverage required by this contract, except Worker' Compensation, shall name PINAL COUNTY, its boards, agents, representatives, directors, officials, employees and officers as Additional Insureds.
- H. Claims Made. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the SUBRECIPIENT'S work or services and be evidenced by annual Certificates of Insurance.

- I. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by PINAL COUNTY.
- J. Material Breach. Failure on the part of SUBRECIPIENT to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted by PINAL COUNTY shall constitute a material breach of Contract upon which PINAL COUNTY may, at its sole discretion, immediately terminate the AGREEMENT or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies, so paid by PINAL COUNTY shall be repaid by SUBRECIPIENT to PINAL COUNTY upon demand, or PINAL COUNTY may offset the cost of the premiums against any monies due to SUBRECIPIENT from PINAL COUNTY.
- K. Primary and Non-Contributory Coverage. SUBRECIPIENT's insurance shall be primary and non-contributory with respect to any insurance or self-insurance carried by PINAL COUNTY.
- L. Claim Reporting. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of any insurance policy warranty shall not affect coverage afforded under the policies to protect PINAL COUNTY.
- M. Waiver. The policies, except workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against PINAL COUNTY, its agents, representatives, directors, officers, officials.
- N. Deductible/Retention. If policies provide coverage which contains deductibles or self-insured retentions, the SUBRECIPIENT shall be solely responsible for the deductible and/or self-insured retention and PINAL COUNTY, at its option, may require the SUBRECIPIENT to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- O. Certificates of Insurance. Prior to commencing the Work under this Agreement, the SUBRECIPIENT shall furnish PINAL COUNTY with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by the SUBRECIPIENT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Contract number and title and shall provide for not less than thirty (30) days advance Notice of any Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to PINAL COUNTY through:

Name/Title: Staci Parisi
Address: P.O. Box 1348
Florence, AZ 85132
Phone: 520-866-6253
Email: staci.parisi@pinal.gov

If an insurance policy does expire during the life of this Agreement, a renewal certificate must be sent to PINAL COUNTY as provided for above within fifteen (15) days prior to the expiration date.

- P. Copies of Policies. PINAL COUNTY reserves the right to request and to receive, within ten (10) working days, complete copies of any or all of the above policies and/or endorsements. PINAL COUNTY shall not be obligated, however, to review same or to advise the SUBRECIPIENT of any deficiencies in such policies and endorsements, and such receipt shall not relieve the SUBRECIPIENT from, or be deemed a waiver of PINAL COUNTY'S right to insist on strict fulfillment of the SUBRECIPIENT's obligations under this AGREEMENT.
- Q. Contracted Vendor's Insurance. SUBRECIPIENT shall require insurance coverage in the same amounts listed above from its contracted vendors and shall be responsible for providing proof of vendor's valid and collectable insurance OR the SUBRECIPIENT shall include subcontractors as additional insureds under its policies.

SECTION XIV – CONFLICTS OF INTEREST

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR § 92.356 with respect to conflicts of interest, and covenants that no person who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME-ARP funds or who are in a position to participate in a decision making process or gain any inside information with regard to these activities, may obtain a financial interest or benefit from any aspect thereof, or have an interest in any contract, subcontract or agreement with respect thereto, or proceeds derived from the activities assisted with HOME-ARP Funds as contemplated by this Agreement, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. 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. The conflict of interest provisions set forth herein and at 24 CFR § 92.356 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT. (**Attachment "F"**)

- A. The SUBRECIPIENT covenants that no person on its Board of Directors or any member of its staff has a conflict of interest with any person or entities that might benefit directly or indirectly financially from this Agreement.
- B. The SUBRECIPIENT further covenants that in the performance of this Agreement no person, having such a financial interest and/or influence with regard to the Project, shall be employed or retained by the SUBRECIPIENT hereunder.
- C. No owner, SUBRECIPIENT or sponsor of a project assisted with HOME-ARP Funds, including the Project, (or officer, employee, agent or consultant of the owner, SUBRECIPIENT or sponsor) whether private, for profit or non-profit (including the SUBRECIPIENT when acting as an owner, SUBRECIPIENT or sponsor) may occupy a HOME-ARP assisted affordable housing unit in the Project. This provision does not apply to an employee or agent of the owner, SUBRECIPIENT or sponsor of a rental housing project who occupies a housing unit as the project manager or maintenance worker. The SUBRECIPIENT agrees to comply with this provision.

- D. The SUBRECIPIENT shall ensure no conflict of interest, as defined above, exists for program participants in HUD assisted activities. The SUBRECIPIENT must obtain and retain conflict of interest documentation for program participants in program files.
- E. If such conflict as outlined above does exist, the SUBRECIPIENT is bound to disclose officially in writing, on the SUBRECIPIENT's letterhead, the nature and extent of that conflict prior to execution of this Agreement, or if discovered subsequently, to disclose such conflict as soon as it occurs or is known.
- F. Exceptions to the above requirements are allowed under certain circumstances in accordance with 24 CFR § 92.356(d), (e), and (f). Requests for exceptions must be made to the COUNTY who, after determination as to whether an exception request is warranted, will render a decision and/or seek the approval of HUD to render a decision.
- G. The SUBRECIPIENT shall exercise due diligence and take all necessary steps to ensure compliance with the requirements of this Section XIV.
- H. Written Standards of Conduct. The SUBRECIPIENT must maintain written standards of conduct covering the conflicts of interest and organizational conflicts of interest requirements under this Agreement, the HUD Notice and 2 CFR 200.318. The written standards of conduct must also provide for internal controls and procedures to require a fair and open selection process for awarding HOME-ARP Funds pursuant to the HUD Notice. These standards must include provisions on if and how Continuum of Care board members may participate in and/or influence discussions or resulting decisions concerning the competition or selection of an award or other financial benefits made pursuant to the HOME Notice, including internal controls on when funds may be awarded to the organization that the member represents.

SECTION XV – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SUBRECIPIENT agrees as follows:

- A. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, familial status, age or disability. The SUBRECIPIENT shall take affirmative action to insure that applicants for employment and employees during employment are treated without regard to their race, color, religion, sex, national origin, familial status, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, familial status, age, sexual identity, gender identity,

marital status, political affiliation or belief or disability.

- C. The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the same of the SUBRECIPIENT's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the COUNTY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- F. In the event the SUBRECIPIENT is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
- G. The SUBRECIPIENT will include the provisions of subsections (A) through (G) of this Section XV in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

SECTION XVI – LABOR, TRAINING & BUSINESS OPPORTUNITY

The SUBRECIPIENT agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

- A. For construction projects receiving over \$200,000 HUD assistance (or \$100,000 of Lead Hazard Control and Healthy Homes Grants), the SUBRECIPIENT shall comply with all provisions of Section 3 and the regulations issued pursuant thereto by HUD as set forth in Title 24 of the Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder, as well as any and all applicable amendments thereto prior to the execution of this Agreement, as well as during the term of this Agreement. The SUBRECIPIENT certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

- B. Section 3 Clause. For constructions projects receiving over \$200,000 HUD assistance (or \$100,000 of Lead Hazard Control and Healthy Homes Grants), the SUBRECIPIENT agrees:
- a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The Parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75 and 135, which implement Section 3 as evidenced by their execution of this contract, the parties to this contract certify that that they are under no contractual or other impediment that would prevent them from complying with the Part 75 and 135 regulations.
 - c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75 and 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75 and 135.
 - e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 75 and 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 75 and 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- C. Compliance with the provisions of Section 3, the regulations set forth in Title 24 of the Code of Federal Regulations and all applicable orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition precedent to federal assistance being provided to the Project as well as a continuing condition, binding upon the SUBRECIPIENT, its successors, and assigns. Failure to fulfill these requirements shall subject the SUBRECIPIENT or recipient of HOME funds, its contractors, and

subcontractors, its successors, and assigns to those sanctions specified by Title 24 of the Code of Federal Regulations as well as with any and all applicable amendments thereto.

SECTION XVII – COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS.

- A. The SUBRECIPIENT covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local and federal governments, and all amendments thereto, including, but not limited to: Title 8 of the Civil Rights Act of 1968 PL.90-284, Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 1968, Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR § 92. The SUBRECIPIENT covenants and warrants that it will indemnify hold the COUNTY forever free and harmless with respect to any and all damages, whether directly or indirectly arising out of the provisions and maintenance of this Agreement.
- B. The SUBRECIPIENT agrees to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. § 7401, et seq.), section 308 of the Clean Water Act, as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- C. The SUBRECIPIENT further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The SUBRECIPIENT also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

SECTION XVIII – ENFORCEMENT/SUSPENSION & TERMINATION/DEFAULT & LOSS OF GRANT FUNDS

- A. The COUNTY will enforce this Agreement in accordance with the terms of this Agreement and as allowed by 2 CFR § 200.339 (remedies for noncompliance) including, but not limited to, by suspension or termination of the Agreement in whole or in part should the SUBRECIPIENT fail in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, or if the SUBRECIPIENT refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in this Agreement or otherwise by the Parties in writing, the SUBRECIPIENT shall be in default and notice in writing shall be given to the SUBRECIPIENT of such default by the COUNTY or an agent of the COUNTY. If the SUBRECIPIENT fails to cure such default within such time as may be required by such notice, the COUNTY may at its option terminate and cancel the Agreement in whole or in part.
 - a. In the event of such termination, all funds awarded to the SUBRECIPIENT pursuant to this Agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, the SUBRECIPIENT will no longer be entitled to receive any compensation for Work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this Project.
 - b. In such event, the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

- c. Notwithstanding the above, the SUBRECIPIENT shall not be relieved for liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the SUBRECIPIENT and the COUNTY may withhold any payments to the SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the SUBRECIPIENT is determined whether by court of competent jurisdiction or otherwise.
 - d. Such termination shall not effect or terminate any of the rights of the COUNTY as against the SUBRECIPIENT then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the COUNTY under the law and the note and mortgage (if in effect), including but not limited to compelling the SUBRECIPIENT to complete the Project in accordance with the terms of this Agreement, in a court of equity.
 - e. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.
- B. The COUNTY, in its sole discretion may opt to take other remedial action as allowed by the HUD Notice, and applicable federal regulations including, but not limited to by:
- a. Temporarily withholding cash payments pending correction of the deficiency or noncompliance by the SUBRECIPIENT; or
 - b. Disallowing (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. The SUBRECIPIENT also acknowledges and agrees that it shall be subject to sanctions set forth in HOME regulation at 24 CFR Part 92, if determined to be applicable by the COUNTY.
- D. The COUNTY may terminate for its convenience this Agreement at any time giving at least thirty (30) days' notice in writing to the SUBRECIPIENT. If the Agreement is terminated by the COUNTY, as provided herein, the COUNTY will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the SUBRECIPIENT will be paid as a fee an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the SUBRECIPIENT covered by this Agreement, less payments of compensation previously made. Claims and disputes between the Parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.
- E. This contract is subject to termination pursuant to A.R.S. § 38.511.

SECTION XIX – RECORDKEEPING, RETENTION, INSPECTION, MONITORING & ACCESS TO RECORDS

- A. The COUNTY reserves the right to inspect, monitor, and observe work and services performed by the SUBRECIPIENT at any and all reasonable times.

- B. The COUNTY reserves the right to audit the records of the SUBRECIPIENT any time during the Compliance Period.
- C. The SUBRECIPIENT will provide the COUNTY with a copy of their single audit and management letter pursuant to the requirements of 2 CFR Part 200, Subpart F annually, but no later than 30 days after completion of a single audit.
- D. Access shall be immediately granted to the COUNTY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the SUBRECIPIENT or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. The SUBRECIPIENT shall allow the COUNTY access to the Project to determine that the SUBRECIPIENT is meeting all of its obligations hereunder and under all federal laws and regulations, and COUNTY codes, ordinances and policies. This includes physical inspections of the Project to ensure the applicable housing quality and property standards are met.
- F. The SUBRECIPIENT must establish and maintain sufficient records to enable the COUNTY to determine whether the SUBRECIPIENT has met the requirements of the HUD Notice. At minimum, the SUBRECIPIENT must maintain the following records, as applicable:
 - a. Program records as set forth at HUD Notice Section VIII.F.1;
 - b. Project records as set forth at HUD Notice Section VIII.F.2;
 - c. Financial records as set forth at HUD Notice Section VIII.F.3;
 - d. Program administration records as set forth at HUD Notice Section VIII.F.4; and
 - e. Records concerning other federal requirements as set forth at HUD Notice Section VIII.F.5
- G. All records pertaining to HOME-ARP funds must be retained for five years, except as provided below:
 - a. For HOME-ARP rental housing projects, including the Project, records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five-year period, until five years after the affordability period terminates.
 - b. Written agreements must be retained for five years after the agreement terminates.
 - c. Records covering displacements and acquisition must be retained for five years after the date

by which all persons displaced from the property and all persons whose property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

- d. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

SECTION XX – COUNTY RESPONSIBILITIES

In addition to previously stated responsibilities in this Agreement, the COUNTY is specifically responsible for the following:

- A. The COUNTY shall provide to the SUBRECIPIENT information regarding its requirements for the Project.
- B. The COUNTY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the Project, and will provide information to the SUBRECIPIENT regarding any progress inspections or monitoring to assist it in ensuring compliance.

SECTION XXI – INDEMNIFICATION AGREEMENT

The SUBRECIPIENT shall act as an independent contractor, and not as an employee of the COUNTY, in completing the Project. Further, the SUBRECIPIENT agrees to indemnify and hold harmless the COUNTY and its board, agents, staff, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities of every kind and nature, including any claims of negligence, whether known or unknown, in law or equity, including any claims against and/or regarding the SUBRECIPIENT and its employees, contractors, agents, and any other person or entity acting for or on the SUBRECIPIENT's behalf, which they have, ever had or may have ("Claims"), arising from or in any way related to the SUBRECIPIENT's obligations under this Agreement. This includes reasonable attorneys' fees the COUNTY may incur in enforcing this paragraph. In addition this indemnification and agreement to pay the COUNTY's reasonable attorneys' fees expressly includes any Claims that may arise from any act or failure to act by any of SUBRECIPIENT's employees, contractors, agents, and any other person or entity acting for or on the SUBRECIPIENT's behalf.

SECTION XXII – PROHIBITED LOBBYING ACTIVITIES

The SUBRECIPIENT, his/her agent or representative shall not contact, orally or in any written form any Pinal County elected official or any Pinal County employee other than the Planning and Community Development Department, Pinal County Manager, Deputy Pinal County Manager or Pinal County Attorney's office (for legal issues only) regarding the contents of this Agreement.

SECTION XXIII – PROHIBITED POLITICAL CONTRIBUTION

The SUBRECIPIENT during the term of this Agreement shall not make a contribution reportable under

Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any Pinal County elective office during the term of this Agreement. The COUNTY reserves the right to terminate the Agreement without penalty for any violation of this provision.

SECTION XXIV – CONTINGENT FEES

The SUBRECIPIENT promises that it has not employed or retained any company or person, other than bona fide employees working solely for the SUBRECIPIENT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the SUBRECIPIENT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the COUNTY may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the SUBRECIPIENT.

SECTION XXV – SUCCESSORS AND ASSIGNS

This Agreement is binding on the COUNTY and the SUBRECIPIENT, their successors and assigns. Neither the COUNTY nor the SUBRECIPIENT will assign or transfer its interest in this Agreement without the written consent of the other.

SECTION XXVI – OTHER PROVISIONS

- A. Payroll Taxes. The SUBRECIPIENT is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the COUNTY against such liability.
- B. Practice and Ethics. The SUBRECIPIENT will maintain a code of ethics for its organization, and ensure compliance by all employees.
- C. Changes in Scope or Services. Any changes in the scope or services as set forth herein must be mutually agreed upon by the COUNTY and the SUBRECIPIENT, and will be incorporated in to this Agreement by written amendments signed by both Parties.
- D. Extent of Contract. This Agreement represents the entire agreement between the Parties and supersedes all prior representations, negotiations or agreements whether written or oral.
- E. Israel Boycott Prohibited. The SUBRECIPIENT hereby certifies to the COUNTY as follows: that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel pursuant to A.R.S §35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Agreement and that the COUNTY retains the legal right to inspect the records of the SUBRECIPIENT to ensure compliance with this certification.
- F. Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the SUBRECIPIENT hereby certifies to the COUNTY as follows: that it is not currently using, and agrees for the duration of this Agreement to not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the

People's Republic of China. The SUBRECIPIENT further acknowledges and agrees that: (1) if the SUBRECIPIENT becomes aware during the term of this Agreement that it is not in compliance with this certification that the SUBRECIPIENT will notify the COUNTY within five (5) business days after becoming aware of the noncompliance; and (2) if the SUBRECIPIENT does not provide the COUNTY with a written certification that the SUBRECIPIENT has remedied the noncompliance within one hundred eighty (180) days after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The COUNTY retains the legal right to inspect the records of the SUBRECIPIENT to ensure compliance with this certification for the duration of this Agreement.

SECTION XXVII – APPLICABLE LAW

The Parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Arizona and all applicable COUNTY rules, policies and codes, and federal laws and regulations, including, but not limited to, the HOME program, HOME-ARP, 24 CFR Part 92 and related provisions.

SECTION XXVIII – DURATION OF THE AGREEMENT

The Agreement period shall commence upon the execution of this Agreement and shall remain in effect until all HOME-ARP Funds for this Project are expended, unless terminated prior in accordance with the provisions of this Agreement.

SECTION XIX – GENERAL CONDITIONS

- A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by certified mail addressed to the other Party at the address indicated herein. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

COUNTY address: Pinal County Finance Department
Staci Parisi, Grant Specialist
P.O. Box 1348
Florence, Arizona 85132

SUBRECIPIENT address: A New Leaf
Larry Grubbs
868 E. University Drive
Mesa, Arizona 85203

- B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in

any attached documents, the terms of this Agreement shall govern, except for conflicts regarding federal regulations or other laws, including the HUD Notice, in which case, the terms thereof govern.

- D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- E. PINAL COUNTY's failure to act with respect to any breach of this Agreement by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of PINAL COUNTY to exercise or enforce any right or provision herein shall not constitute a waiver of such right or provision.
- F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Arizona, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then the same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- G. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement, in whole or in part, shall not be delegated or assigned to any other person, agency, or entity unless PINAL COUNTY shall first give written consent to the performance or assignment of the same, or any part thereof.
- H. The Agreement shall be binding upon the Parties hereto, their heirs, executors, legal representative, successors and assigns.
- I. The SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the COUNTY, and shall not attain any rights or benefits generally afforded to COUNTY employees.
- J. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SUBRECIPIENT:

By: _____

Its (title): _____

Date: _____

PINAL COUNTY:

By: _____

Chairperson, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

**ATTACHMENT A
TO
SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
A NEW LEAF
FOR
HOME-ARP TENANT BASED RENTAL ASSISTANCE & SUPPORTIVE SERVICES
PROJECT SCOPE & BUDGET**

I. SUBRECIPIENT INFORMATION

Organization Name	A New Leaf
Address	868 E. University Drive
City, State, Zip Code	Mesa, AZ 85203
Telephone	480.969.4024
Contact Person	Larry Grubbs
E-mail address	contracts@turnanewleaf.org
DUNS#	611923640
Tax Identification #	86-0256667
ROC#	N/A
UEI	MLZVKA7M2219

II. PROGRAM INFORMATION

HUD Grant #	M-21-UP-04-0222
Date of HUD Agreement	09/01/2022
HUD Agreement Amount	\$2,221,167
Amount to Subrecipient <ul style="list-style-type: none"> TBRA Supportive Services 	\$333,779 <u>\$59,628</u> \$393,407
Total Amount to Subrecipient	
CFDA #	14.239
Period of Performance	Contract start date to 8/31/2024, or until HOME-ARP Funds for the Project are expended.
Budget Period	Contract start date to 9/30/2024, or one month after HOME-ARP Funds for the Project are expended.

III. HOME-ARP ACTIVITIES TO BE PROVIDED UNDER THIS AGREEMENT

A. TENANT BASED RENTAL ASSISTANCE (TBRA)

Activity: Tenant Based Rental Assistance
Activity Location: 868 E. University Drive, Mesa Arizona

SUBRECIPIENT shall provide tenant based rental assistance in accordance with A New Leaf Pinal County HOME-ARP Tenant Based Rental Assistance Administrative Plan (TBRA PLAN) (**Attachment “C”**).

SUBRECIPIENT expressly acknowledges and agrees that this Project is subject to the requirements set forth at Section VI.C, “TBRA”, in the HUD Notice **Attachment “B”** (U.S. Department of Housing and Urban Development Notice: CPD-21-10)

HOME-ARP Funds may be used to provide tenant-based rental assistance to qualifying households, as defined in Section II.L. of this Agreement. SUBRECIPIENT shall assist a qualifying household with payments to cover the entire or insufficient amounts that the qualifying household cannot pay for housing related costs, such as rental assistance, security deposits, and utility deposits.

HOME-ARP TBRA is a form of assistance that is attached to the household, and not a particular rental unit. Therefore, the HOME-ARP TBRA assisted household may choose to move to another unit with continued HOME-ARP TBRA as long as the new unit meets the applicable property standards in the TBRA PLAN. If a HOME-ARP TBRA assisted household chooses to move, the rental assistance contract terminates and a new rental assistance contract for the new unit will be executed according to HOME-TBRA requirements. The HOME-ARP TBRA assisted household must notify the SUBRECIPIENT before moving in order to receive continued HOME-ARP TBRA.

Pursuant to 24 CFR § 92.504(d)(1)(iii), SUBRECIPIENT shall annually certify to the COUNTY that housing occupied by a household receiving HOME-ARP TBRA complies with all housing quality standards required in 24 CFR 982.401.

See **Attachment “C”** A New Leaf Pinal County HOME-ARP Tenant Based Rental Assistance Administrative Plan (TBRA PLAN) for a complete description of the Project.

a. **TBRA ELIGIBLE ACTIVITIES AND COSTS**

1. **Eligible Activities.** Pursuant to Section VI.C of the HUD Notice, the SUBRECIPIENT may only use HOME-ARP Funds to assist a qualifying household with payments to cover the entire or insufficient amounts that the qualifying household cannot pay for housing and housing related costs, such as rental assistance, security deposits, and utility deposits.
2. **Eligible Costs.** Per Section VI.C.3 of the HUD Notice, HOME-ARP funds may be used to pay for up to 100 percent of the following eligible costs:
 - i. *Rental assistance*
 - ii. *Security Deposits* - Loans or grants for security deposits for rental units regardless of whether

the SUBRECIPIENT provides any other HOME-ARP TBRA assistance. The amount of funds that may be provided for a security deposit may not exceed the equivalent of two months' rent for the unit.

- iii. *Utility deposit assistance* - an eligible cost only if rental assistance or a security deposit payment is provided.
- iv. *Housing Quality Standards (HQS) inspections*
- v. *Administration* - executed in accordance with general management oversight and coordination at 24 CFR 92.207(a).

- 3. Ineligible Costs. HOME-ARP TBRA may not be used to pay for the homebuyer program as defined at 24 CFR 92.209(c)(2)(iv).

See Section VI of the HUD Notice regarding eligible activities and Section VI.C.3 thereof for eligible costs relating to TBRA.

b. TBRA TENANT SELECTION

Households will be selected to participate in the Project in accordance with the written tenant selection policies and criteria outlined in the TBRA PLAN.

SUBRECIPIENT shall ensure that there is an executed lease between the qualifying household that receives HOME-ARP TBRA and the owner of the rental unit in accordance with 24 CFR 92.253(a).

B. SUPPORTIVE SERVICES

SUBRECIPIENT shall prove supportive services in the form of Housing Case Management and Transportation Assistance to recipients of HOME-ARP TBRA.

SUBRECIPIENT expressly acknowledges and agrees that this Project is subject to the requirements set forth at Section VI.D, "Supportive Services", in the HUD Notice **Attachment "B"** (U.S. Department of Housing and Urban Development Notice: CPD-21-10)

SUBRECIPIENT shall provide McKinney-Vento supportive services to HOME-ARP TBRA participants who meet the criteria of Homeless, as defined in 24 CFR 91.5, Homeless (1), (2), or (3)
<https://www.ecfr.gov/current/title-24/subtitle-A/part-91/subpart-A/section-91.5>.

SUBRECIPIENT shall provide homelessness prevention services to HOME-ARP TBRA participants who are housed and the supportive services are intended to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing to achieve stability in that housing.

SUBRECIPIENT must document in each participant case file which type of supportive services are provided, based on the participant's homelessness status.

a. SUPPORTIVE SERVICES ELIGIBLE ACTIVITIES AND COSTS

1. Housing Case Management - Salary and benefit package, equipment, and travel expenses for 1 FTE Rapid Rehousing Case Manager to assess, arrange, coordinate, and monitor the delivery of individualized services to HOME-ARP TBRA participants.

Eligible costs are those associated with the following services and activities:

- Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services;
 - Counseling;
 - Developing , securing and coordinating services;
 - Using a centralized or coordinated assessment system;
 - Obtaining federal, State and local benefits;
 - Monitoring and evaluating program participant progress;
 - Providing information and referrals to other providers;
 - Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
 - Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
 - Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs;
2. Transportation Assistance - Transportation expenses for program participants to travel to and from medical care, employment, childcare or other supportive services. Transportation assistance shall be provided on in the form of bus passes or gas cards to program participants with the inability to pay for such costs, and who, without such assistance would not be able to participate in supportive services.
 3. Ineligible Costs - Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

IV. PROGRAM INCOME

Program ☐ will generate program income ☒ will not generate program income

Program income is gross income received by the SUBRECIPIENT which is directly generated by the activity funded by this Agreement. This includes rent and occupancy charges paid directly to the SUBRECIPIENT, security and any utility deposits returned to the SUBRECIPIENT, and income received from program participants for services performed.

V. FINANCIAL INFORMATION

This agreement is a reimbursable grant. Invoices shall be submitted to the County monthly for reimbursement. Invoices must be accompanied by receipts or documentation of actual costs incurred.

Submit requests for reimbursement to: Pinal County Finance Department
Staci Parisi, Grant Specialist
P.O. Box 1348
Florence, Arizona 85132
Or email to: staci.parisi@pinal.gov

VI. HOMELESS MANAGEMENT INFORMATION SYSTEM

SUBRECIPIENT shall enter data on all persons served and all activities assisted under this Agreement in the Arizona Balance of State Continuum of Care Homeless Management Information System (HMIS).

SUBRECIPIENT shall submit quarterly CAPER reports generated in HMIS for this activity to the County on a quarterly basis as follows:

Report Period	Due to County
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15

Submit CAPER reports to: Pinal County Finance Department
Staci Parisi, Grant Specialist
P.O. Box 1348
Florence, Arizona 85132
Or email to: staci.parisi@pinal.gov

VII. SYSTEMWIDE COLLABORATION

SUBRECIPIENT shall participate in the Pinal County Coalition to End Homelessness (PCCEH) during the term of this Agreement, as demonstrated by a completed and current Agency Commitment Form on file with the PCCEH.

SUBRECIPIENT shall participate in monthly PCCEH Coordinated Entry/Case Conferencing/HMIS Committee meetings during the term of this Agreement.

SUBRECIPIENT shall participate in the Apache Junction Coalition to End Homelessness during the term of this Agreement.

VIII. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS

SUBRECIPIENT may terminate assistance to a program participant who violates program requirements or

conditions of occupancy or no longer needs the services as determined by the SUBRECIPIENT. Further assistance to the same individual or family may be provided at a later date.

SUBRECIPIENT shall provide written notice to the program participant containing a clear statement of the reasons for termination.

IX. DUE PROCESS

SUBRECIPIENT shall provide program participants with a copy of the HOME-ARP TBRA rules, and the termination process before the participant begins to receive assistance.

SUBRECIPIENT shall provide program participant with a copy of the Client Grievance Policy and Procedure.

ATTACHMENT “B”

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT NOTICE: CPD-21-10

The HUD Notice, HUD Notice CPD-21-10, *Requirements for the Use of Funds in the HOME-American Rescue Plan*, issued September 13, 2021, which establishes requirements for funds appropriated under the ARP, can be located online at the following website:

<https://www.hudexchange.info/resource/6479/notice-cpd-2110-requirements-for-the-use-of-funds-in-the-home-arp-program/>

The above website will provide a link to the HUD Notice, as a downloadable PDF file.

A New Leaf

Pinal County HOME-ARP

Tenant Based Rental Assistance

Administrative Plan



A New Leaf Pinal County
Tenant Based Rental Assistance Administrative Plan

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1. PROGRAM OVERVIEW

1.1. PURPOSE AND BACKGROUND

The purpose of the HOME-ARP Tenant Based Rental Assistance Program (TBRA) is to expand the supply of affordable rental units by providing monthly rental assistance and security and utility deposit assistance for Pinal County HOME-ARP TBRA program qualified individuals and families.

Optional services will be provided to TBRA participants to link them to necessary supportive services to achieve self-sufficiency.

Assistance may not be provided when a participant is receiving the same type of financial assistance through other public resources.

1.2. TENANT BASED RENTAL ASSISTANCE (TBRA)

Up to twenty-four (24) months of monthly rental assistance payments will be made for families who do not have sufficient income to make monthly rental payments without assistance. If the family, owner, and unit meet the TBRA program requirements, the monthly rental assistance will be paid by HOM directly to the landlord through a Housing Assistance Payment (HAP) contract with the landlord.

Security and Utility Deposit Assistance

Security and utility deposit grants may be made for families selected to participate in the TBRA program. Security and utility deposit assistance will be made when the family leases the first unit. A New Leaf will contact Pinal County if the Tenant loses a unit through no fault of their own to discuss additional security deposit assistance. Only a tenant (not a landlord) may apply for a security and/or utility grant. Deposit assistance will be paid directly to the landlord and/or utility company on behalf of the participant and in the participant's name.

1. Security deposit assistance is limited to not more than one and one-half month's rent;
2. Utility deposit assistance is limited to electric, gas, water and trash paid by the tenant.

2. ELIGIBILITY FOR ASSISTANCE

2.1. QUALIFYING POPULATIONS AND APPLICANT PRIORITIZATION

Only individuals and families in the following qualifying populations residing in Pinal County are eligible to receive HOME-ARP TBRA assistance. An individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria.

Applicants who meet the criteria for the Homeless and At Risk of Homelessness qualifying populations will be prioritized for HOME-ARP TBRA over applicants who meet the criteria for Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking or Other Populations qualifying populations.

1. Homeless, as defined in 24 CFR 91.5, *Homeless* (1), (2), or (3)

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

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- i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
- iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

- i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- ii. No subsequent residence has been identified;
- iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C.e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
- ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; and
- iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
- iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. At Risk of Homelessness, as defined in 24 CFR 91.5 *At risk of homelessness*:

(1) An individual or family who:

- i. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and

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- iii. Meets one of the following conditions:
- A. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - B. Is living in the home of another because of economic hardship;
 - C. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
 - D. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
 - E. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per living and sleeping area;
 - F. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution);
 - G. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness;

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C.e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(1) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(1)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15));

(3) A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD

This population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

4. Other Populations where providing supportive services or assistance would prevent the family’s homelessness.

This includes households who have previously been qualified as homeless (as defined above) who are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

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2.2. IDENTIFICATION DOCUMENTATION

Identification documentation must be provided for all household members, including official identification for all adult household members and birth certificates for all children. Valid ID for and Social Security Card required for each household member over the age of 18. Social Card and Birth Certificate required for anyone under the age of 18.

2.3. SOCIAL SECURITY NUMBER DOCUMENTATION

Social Security Number documentation must be provided for all family members 6 years of age and older. If a family member does not have a Social Security number, they must certify that they do not have one.

2.4. SIGNING CONSENT FORMS

Each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, must sign one or more consent forms.

The consent form must contain, at a minimum, the following:

1. A provision authorizing HOM to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
2. A provision authorizing HOM to verify with previous or current employer income information pertinent to the family's eligibility for or level of assistance;
3. A provision authorizing HOM to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
4. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed;
5. A release of information authorizing HOM, A New Leaf and Pinal County to discuss applicants or participants; and
6. Homeless Management Information System (HMIS) consent form.

2.5. RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

2.6. SCREENING CRITERIA

A New Leaf will screen prospective individuals and families. Assistance will not be provided to any family member:

1. Who has been convicted of a sexual or violent crime against a child and/or is required to register with any State's sex offender registry;

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2. Who has been convicted of arson.

Additional screening is the responsibility of the owner.

3. REFERRAL AND APPLICATION PROCESS

3.1. REFERRALS

When TBRA Voucher slots become available, A New Leaf will notify the Pinal County Coalition to End Homelessness (PCCEH) Coordinated Entry/HMIS/Case Conferencing Committee, as well as outside organizations with whom the Housing Case Manager has established relationships, of TBRA Voucher slot openings.

TBRA program will accept referrals from Pinal County Coordinated Entry (CE) and direct referrals from outside organizations. Referrals from CE are prioritized in the following order:

1. Chronic homelessness
2. Length of time homeless
3. VI-SPDAT score (0-7 for individual or 0-8 for families)
4. VI-SPDAT scores above 7 for individuals or 8 for families will be referred to the appropriate housing intervention by CE.

Prioritization between CE process and direct referrals from outside organizations will be based on a first come, first served basis.

Applicants who meet the criteria for Homeless or At Risk of Homelessness will be prioritized over other qualifying populations, regardless of the referral method.

A wait list for this program will not be established. Referrals will only be accepted if there are TBRA Voucher slots available or expected to be available within the next 30 days.

3.2. TAKING APPLICATIONS

Once a referral is received, A New Leaf will contact the applicant to complete the following:

1. The HOM application;
2. Release of information form;
3. Document acknowledgement form;
4. HMIS consent form;
5. Collection of identification; and
6. Collection of current (30 days) income information for all household members.

Persons with disabilities who require a reasonable accommodation in completing an application may call A New Leaf to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 877-624-8090.

3.3. UNABLE TO LOCATE OR MISSED APPOINTMENTS

Applicants that cannot be located by A New Leaf within two (2) weeks of referral date will be returned to the Coordinated Entry list or outside organization who made the referral. A New Leaf will document attempts to locate the participant in the applicant file.

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It is the responsibility of the applicant to keep scheduled appointments. Applicants may reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. Applicants who fail to keep a scheduled appointment may be sent a notice of denial.

3.4. GROUNDS FOR DENIAL

A New Leaf will deny assistance to applicants, if any family member:

1. Does not meet any one or more of the eligibility criteria;
2. Does not supply information or documentation required by the application process;
3. Fails to respond to a written request for information or a request to declare their continued interest in the program;
4. Fails to complete any aspect of the application or lease-up process;
5. Engages in or threatens abusive or violent behavior towards any A New Leaf or HOM staff;
6. Is subject to a lifetime registration requirement under a state sex offender registration program.
7. Has been convicted of arson.

3.5. APPLICANT GRIEVANCE

If A New Leaf determines that an applicant does not meet the criteria for receiving TBRA assistance, the applicant will be provided written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision. The A New Leaf Client Grievance Policy and Procedure will be followed when an applicant or participant has a grievance about services, disagrees with a decision to deny, suspend or terminate services and/or believes that he/she has experienced discrimination.

4. A NEW LEAF, HOM, OWNER AND FAMILY RESPONSIBILITIES / OBLIGATIONS

4.1. A NEW LEAF RESPONSIBILITIES

It is the responsibility of A New Leaf to comply with HUD HOME-ARP TBRA regulations. A New Leaf will:

1. Obtain referrals through Pinal County CE and referrals from outside organizations;
2. Schedule appointments with potential participants to verify initial eligibility;
3. Assist the family to complete the initial application;
4. Receive applications from families, determine eligibility, and select applicants;
5. Provide the family with a flyer with the date and time of the admission appointment with HOM;
6. Provide the family with a bus pass, if needed;
7. Email the completed referral form and initial application to HOM;
8. Retain copies of the initial application and related documents;
9. Assist participants in obtaining mainstream services and benefits, such as housing, health care, social services, employment, and education;
10. Ensure program participants are able to live independently or have verifiable, on-going assistance that ensures their independence;
11. Review household income quarterly, and notify HOM of any household income changes;
12. Coordinate housing search services with HOM for participants that have high barriers to finding housing, including assistance with completing paperwork such as the rental application and request for lease approval;

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13. Assist the client with completion of paperwork, if necessary, so the client understands all of the information presented.
14. Check in weekly with clients during the housing search process;
15. Provide the request for extension of housing search to HOM, if time beyond the initial 60 days is required;
16. Provide an exit letter to HOM if the client is unable to locate housing and exits the program;
17. Ensure participants sign their lease and move into their unit;
18. Assist participants to set-up utilities, including assistance with any services provided by the utility for low-income clients;
19. Assist participants in making moving arrangements, if needed;
20. Schedule a home visit with the family during the first week of tenancy;
21. Review the family's lease and related documents;
22. Develop a Housing Stability Plan with the family;
23. Schedule monthly home visits with participants;
24. Facilitate communication between the participant and the resident manager and/or owner and work with resident managers/landlords to avoid eviction whenever possible;
25. Determine whether to terminate assistance to a participant family for violation of family obligations;
26. Follow the A New Leaf Client Grievance Policy and Procedure when an applicant or participant has a complaint or grievance; and
27. Affirmatively further fair housing goals and comply with equal opportunity requirements.

4.2. HOM RESPONSIBILITIES

It is the responsibility of HOM to comply with HUD HOME-ARP TBRA regulations and this Administrative Plan. In administering the program, HOM will:

1. Explain the program to owners and families;
2. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
3. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of low-income or minority concentration;
4. Affirmatively further fair housing goals and comply with equal opportunity requirements;
5. Issue a TBRA Voucher and provide housing information to each selected family;
6. Make security deposit and/or utility deposit assistance payments on behalf of families selected;
7. Review the family's request for approval of the tenancy and the owner/landlord lease;
8. Inspect the unit for compliance with HUD Housing Quality Standards before the assisted occupancy begins and at least annually during the assisted tenancy;
9. Determine the amount of the housing assistance payment for a family;
10. Determine the maximum rent to the owner and whether the rent is reasonable;
11. Make timely housing assistance payments to an owner in accordance with the TBRA program HAP contract;
12. Examine family income, assets, expenses, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
13. Use the proper utility allowance for the jurisdiction the unit is located in;

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14. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by HOM, if the owner defaults (e.g., HQS violation); and
15. Provide sound financial management of the program, including participating with A New Leaf independent audit or review.

HOM will charge a monthly management fee (per Service Agreement) per housed unit that includes HQS inspections, client certification and recertification of eligibility. Service Agreement between A New Leaf and HOM attached. The Management fees are eligible HOMEHOME-ARP program expense, and are determined to be necessary and reasonable.

Annual Management Fee \$1,452.36 divided into monthly payments of \$121.03

4.3. OWNERS RESPONSIBILITIES

The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a TBRA Voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance;
3. Complying with fair housing and equal opportunity requirements;
4. Preparing and furnishing to HOM information required under the HAP contract;
5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant share of the rent.
 - c. Any charges for unit damage by the family.
6. Enforcing tenant obligations under the lease;
7. Paying for utilities and services (unless paid by the family under the lease); and
8. Complying with 24 CFR 100.203 regarding provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities.

4.4. FAMILY RESPONSIBILITIES / OBLIGATIONS

The TBRA Program family is responsible for:

1. Supplying true and complete information, including:
 - a. Any information that A New Leaf or HOM determines is necessary in the administration of the program. Information includes any requested certification, release or other documentation.
 - b. Any information requested by HOM for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with TBRA requirements.
 - c. Social Security Numbers for all household members.
2. Signing consent forms.
3. Correcting any HQS breach caused by the family or the family's guests.
4. Allowing HOM inspection at reasonable times and after notice according to state law.
5. Not committing any serious or repeated violation of the lease.

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6. Notifying A New Leaf, HOM and the owner before moving out of the unit or terminating the lease by a notice to the owner.
7. Promptly giving A New Leaf and HOM a copy of an owner eviction notice.
8. Use and Occupancy of the Unit
 - a. Using the assisted unit as the family's only residence.
 - b. Informing A New Leaf within ten (10) business days of the birth, adoption or court-awarded custody of a child.
 - c. Requesting approval from A New Leaf to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide approved by A New Leaf).
 - d. Notifying A New Leaf if any family member no longer resides in the unit.
 - e. Engaging in profit-making activities in the unit only if those activities are incidental to the use of the unit as a primary residence of the family. Any business uses of the unit must comply with the lease, zoning requirements, and the affected household member must obtain all appropriate licenses.
 - f. Not subleasing or subletting the unit.
 - g. Not assigning the lease or transferring the unit.
9. Supplying any information or certification requested by A New Leaf to verify that the family is living in the unit, or relating to family absence from the unit, including any requested information or certification on the purposes of family absences. The family must promptly notify A New Leaf of its absence from the unit.
 - a. Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from A New Leaf for absences exceeding 30 days. A New Leaf will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.
 - i. Authorized absences may include, but are not limited to:
 1. Prolonged hospitalization
 2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
 3. Other absences that are deemed necessary by A New Leaf.
10. Interest in the Unit. Leasing a unit in which the family has an ownership interest is prohibited.
11. Fraud and other Program Violation. Fraud, bribery or other corrupt or criminal acts in connection with the program are prohibited.
12. Other Housing Assistance. An assisted family, or members of the family, may not receive TBRA while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative tenant-based Federal, State or local housing assistance program.

5. HOME-ARP TBRA LEASE TERM AND PROHIBITED LEASE TERMS & CONDITIONS

5.1. TERM (LENGTH) OF THE LEASE

The term of the lease between the tenant and the owner must be *at least* one year unless both agree in writing to a shorter lease term.

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5.2. PROHIBITED LEASE TERMS AND CONDITIONS

The following lease terms and conditions are prohibited:

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

6. LEASE UP PROCESS

6.1. ASSIGNMENT OF BEDROOM SIZE (SUBSIDY STANDARDS)

The family unit size will be determined by HOM using the following guidelines. The family unit size determines the maximum rent subsidy for the family.

The family may select a unit that may be smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Bedroom size will also be determined using the following guidelines:

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1. Two adults will share a bedroom unless related by blood.
2. Parent or Parents will be assigned one bedroom.
3. One bedroom for every two household members regardless of age, sex or relationship.
4. Unrelated adults will not be required to share a bedroom.
5. Live-in aides will get a separate bedroom.

HOM will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow, as a reasonable accommodation for families with a family member with disabilities.

6.2. BRIEFING

When A New Leaf completes and Initial intake and eligibility check, the family will be referred to HOM to attend a briefing explaining how the program works. To receive a TBRA Voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, HOM will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, HOM will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside the City of Surprise;
4. Types of eligible housing;
5. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
6. An explanation that the family share of rent may not exceed 30% of the family's monthly adjusted income, except when the family:
 - a. Identifies a housing unit with a monthly rent that exceeds the payment standard; and
 - b. A New Leaf and the family jointly agree, through analysis of the family's budget, that a monthly rent that exceeds the payment standard is reasonable.

6.3. BRIEFING PACKET

During the briefing, HOM will give the family a packet covering at least the following subjects:

1. The term of the TBRA Voucher and A New Leaf's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
2. How HOM determines the housing assistance payment and total tenant payment for the family;
3. Information on the payment standard and the utility allowance schedule;
4. How HOM determines the maximum rent for an assisted unit;

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5. The TBRA tenancy addendum that provides the language that must be included in any assisted lease;
6. The request for approval of the tenancy form and an explanation of how to request HOM approval of a unit;
7. The HUD brochure on how to select a unit ("A Good Place to Live");
8. The HUD required lead-based paint brochure;
9. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
10. Access to Padmission, HOM's online housing search platform;
11. The family's obligations under the program;
12. The grounds upon which A New Leaf may terminate assistance because of the family's action or inaction; and
13. Sample TBRA contract.

6.4. ISSUANCE OF TBRA VOUCHER AND REQUEST FOR APPROVAL OF TENANCY

Once all family information has been collected, their eligibility determined, their estimated subsidy calculated, and they have attended the family briefing, HOM will issue the TBRA Voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to HOM; this must be completed during the term of the TBRA Voucher. HOM will review the request, the lease, required tenancy addendum and make an initial determination of approval of tenancy. HOM may assist the family in negotiating changes that may be required for the tenancy to be approvable.

Once it appears the tenancy may be approvable, HOM will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. HOM will promptly notify the owner and the family whether the unit and tenancy are approvable.

6.5. TERM OF THE TBRA VOUCHER

The initial term of the TBRA Voucher will be 60 days and will be stated on the TBRA Voucher.

A New Leaf may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. If the family documents their efforts and additional time can reasonably be expected to result in success, the term of the voucher may be extended by up to sixty (60) days.

If the family includes a person with disabilities and the family requires additional time to search for a unit, A New Leaf may provide up to the full 120 days search time.

Upon submittal of a completed request for approval of tenancy form, HOM will suspend the term of the TBRA Voucher. The term will be in suspension until the date HOM provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which HOM is taking action on

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their request. A family may submit a second request for approval of tenancy before HOM finalizes action on the first request. In this case the suspension will last from the date of the first submittal through HOM's action on the second submittal. No more than two requests will be concurrently considered.

6.6. APPROVAL TO LEASE A UNIT

HOM will approve a lease if all of the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by HOM and passes HQS;
3. The lease is approvable and includes the language of the tenancy addendum;
4. The rent to owner is reasonable;
5. The family's share of rent does not exceed 30% of their monthly adjusted income, or A New Leaf has notified HOM that a monthly rent that exceeds 30% of the family's monthly adjusted income is reasonable.
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or HOM; and
7. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, HOM will advise the owner and the family in writing and also advise them of any actions they could take that would enable HOM to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

1. The unit passes HOM HQS inspection;
2. The family's share of rent does not exceed 30% of their monthly adjusted income or A New Leaf has notified HOM that a monthly rent that exceeds 30% of the family's monthly adjusted income is reasonable;
3. The landlord and tenant sign the lease to include the TBRA addendum; and
4. HOM approves the leasing of the unit.

HOM will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the TBRA tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, HOM will execute the contract. HOM will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term. Any contract executed after the 60-day period will be void and HOM will not pay housing assistance to the owner.

6.7. HOM DISAPPROVAL OF OWNER

HOM will deny participation by an owner for any of the following reasons:

1. At the direction of HUD;
2. The owner has violated any obligations under a TBRA HAP Contract;
3. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

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4. The owner has engaged in drug-related criminal activity or any violent criminal activity;
5. The owner has a history or practice of non-compliance with HQS for units leased under TBRA, with applicable housing standards for units leased with project-based assistance, or leased under any other Federal housing program;
6. The owner has a history or practice of renting units that fail to meet State or local codes;
7. The owner has not paid State or local real estate taxes, fines, or assessments.
8. Other conflicts of interest under Federal, State, or local law.

6.8. ELIGIBLE HOUSING UNITS

Eligible TBRA Housing units are units located in Pinal County that are:

1. Single Family Homes.
2. Multi-family Homes including apartments and townhouses.
3. Manufactured /Mobile Homes where the unit is affixed to a foundation or the rent includes both the unit and the lot space.

Congregate and independent group homes are eligible housing units only when necessary to provide reasonable accommodation for a family member who is a person with disabilities. The TBRA tenant must submit a request for congregate or independent group home living in writing along with documentation of the need from the tenant's doctor and any other information needed to substantiate the request.

All units must be under current Fair Market Rent established by HUD for Pinal County. In the event that rents in Pinal County exceed the established FMR, A New Leaf can approve the use of 120% FMR at their discretion.

6.9. INELIGIBLE HOUSING UNITS

Ineligible TBRA Housing units are:

1. Any unit outside of Pinal County;
2. A public housing or Indian housing unit;
3. Overnight or temporary shelter;
4. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
5. College or other school dormitories;
6. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
7. Travel trailers, motor homes, or other structures designed to be mobile or temporary, including units registered with the Department of Motor Vehicles as personal property.
8. A unit occupied by its owner; and
9. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit or HOME-ARP program investment.

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6.10. SECURITY DEPOSIT

HOM may pay to the owner on behalf of the tenant a security deposit in an amount not to exceed one and one-half months' rent. The security deposit is a grant to the tenant and is not repayable to the program.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The owner may also submit a claim to the Arizona Landlord Incentive Program (ALIP) through HOM.

6.11. UTILITY DEPOSIT

HOM may pay utility deposits on behalf of the participant in conjunction with TBRA. Utility deposits will be made only for utilities that are the responsibility of the TBRA participant and are limited to electric, gas, water, and sewer. The utility deposit is a grant to the tenant and is not repayable to the program.

7. MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit within the TBRA service area after the initial 12 months has expired if the landlord and the participant have mutually agreed to terminate the lease, or if HOM has terminated the HAP contract. HOM will issue the family a new TBRA Voucher if the family does not owe the TBRA program money, has not violated a Family Obligation, and if HOM has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the initial 12-month requirement will be waived.

7.1. WHEN A FAMILY MAY MOVE

The family will be allowed to move to a new unit if:

1. The assisted lease for the old unit has terminated;
2. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
3. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

7.2. FAMILY MOVE PROCEDURES

Families considering transferring to a new unit must first contact A New Leaf to discuss their plans. All families who are moving will be required to attend a mover's briefing prior to HOM entering a new HAP contract on their behalf. This briefing is intended to provide the following:

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1. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
3. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
4. An explanation that the family share of rent may not exceed 30% of the family's monthly adjusted income, except when the family:
 - a. Identifies a housing unit with a month rent that exceeds the payment standard; and
 - b. A New Leaf and the family jointly agree, through analysis of the family's budget, that a monthly rent that exceeds the payment standard is reasonable.
5. The need to have a reexamination that corresponds with the new lease date;
6. An explanation and copies of the forms required to initiate and complete the move; and
7. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without A New Leaf, owner and HOM approval, it will be considered a serious lease violation and subject the family to termination from the program.

HOM will assist families to complete and email the HOM form notifying the owner of the family's intent to terminate the lease.

8. DETERMINING FAMILY INCOME

Annual income will be determined using 24 CFR Part 5. To determine annual income, the income of all family members is counted, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, allowable deductions are subtracted as the next step in determining the Total Tenant Payment.

Income will be determined at initial eligibility, at annual reexamination and for interim and special reexaminations.

There are special rules for full-time students. These rules are found in Section 16.

8.1. ANNUAL INCOME

Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member,
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. Are not specifically excluded from annual income.

8.2. ANNUAL INCOME INCLUSION

Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in 24 CFR 5.609:

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1. Earned income
2. Self-employment/Business income
3. Interest and dividend income
4. Pension/Retirement income
5. Unemployment and Disability income
6. TANF/Public Assistance, including imputed income from welfare
7. Alimony and Child Support
8. Regular contributions or gifts
9. US Armed Forces income
10. GI Bill Housing Stipend

8.3. INCOME RESULTING FROM WELFARE PROGRAM REQUIREMENTS (IMPUTED WELFARE)

HOM will count welfare income not received by the family if the welfare assistance was reduced, as specified in notice to the HOM by the welfare agency specifically because of:

1. Fraud by a family member in connection with the program,
2. Failure to participate in or comply with economic self-sufficiency requirements, or
3. Noncompliance with work activities requirements.

Imputed welfare income is annual income the family would have received had its benefits not been reduced due to the above circumstances.

8.4. ANNUAL INCOME EXCLUSIONS

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609(c):

1. Earned income of children;
2. Income from foster care, Kin-GAP or similar guardianship care programs;
3. Inheritance and insurance income;
4. Medical expense reimbursements;
5. Income of a live-in aide;
6. Student financial assistance for tuition;
7. Armed Forces Hostile Fire pay;
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
9. Self-sufficiency Program income;
10. Other non-recurring income;
11. Reparations;
12. Income of full-time students;
13. Adoption assistance;
14. Lump sum Social security and SSI income;
15. Income tax and property tax refunds;
16. HOME-ARP care assistance; or
17. Other federal exclusions as defined in Chapter 17 of 24 CFR 5.609(c).

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8.5. DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

1. \$480 for each dependent.
2. \$400 for any elderly family or disabled family.
3. Reasonable child care expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction will not exceed the amount of employment income that is included in annual income.
4. For persons with disabilities already participating in the program, certain income as defined under the “earned income disallowance”.
5. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - a. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
 - b. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program.

IRS Publication 502 will be used as a guide to determine an eligible medical expense. Non-prescription medicines must be doctor-prescribed to be considered a medical expense; the family must provide legible receipts.

HOM will allow as medical expenses the actual out-of-pocket amounts that are owed and anticipated to be paid by the family during the reexamination period. Expenses from the previous year may be analyzed to determine the amount to anticipate when other verification is not available.

There are special rules for full-time students. These rules are found in Chapter 16.

8.6. ANNUALIZING EARNED INCOME BASED ON AVERAGE EXPERIENCE

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or HOM believes that past income is the best available indicator of expected future income, HOM may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

9. VERIFICATION

A New Leaf and/or HOM will verify information related to, but not limited to the following:

1. Homelessness status;
2. Income, assets and expenses;
3. Initial and continuing eligibility and rent determination;
4. Disability status and the need for a live-in aide or other reasonable accommodation;
5. Social security numbers; and
6. Age and relationship when necessary to determine the level of assistance.

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9.1. FREQUENCY OF OBTAINING VERIFICATION

The following information will be verified at least annually:

1. Household composition; and
2. Income, assets and expenses.

9.2. TYPES OF VERIFICATION

Age, relationship, and Social Security Numbers will generally be verified with documentation provided by the family. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes up-front income verification, written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from A New Leaf or HOM or automatically by another government agency, i.e. HUD or the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written.

When third party verification cannot be obtained, A New Leaf and/or HOM will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if A New Leaf and/or HOM has been unable to obtain third party verification within thirty (30) days. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, A New Leaf and/or HOM will accept a notarized statement signed by the head, spouse or co-head.

9.3. VERIFICATION OF HOMELESS STATUS

Verification of Homeless Status will be documented as follows:

Homeless Status	Documentation
Homeless Category 1 Literally Homeless	<ul style="list-style-type: none">• Written observation by outreach worker; or• Written referral by another housing or service provider: or• Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;• For individuals exiting an institution – one of the forms of evidence above and:<ul style="list-style-type: none">○ Discharge paperwork or written/oral referral, or

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	<ul style="list-style-type: none"> ○ Written record of intake worker's due diligence to obtain above evidence and certification by individual that they exited an institution
Homeless Category 2 Imminent Risk of Homelessness	<ul style="list-style-type: none"> ● A court order resulting from an eviction action notifying the individual or family that they must leave; or ● For individual and families leaving a hotel or motel – evidence that they lack the financial resources to stay; or ● A documented and verified oral statement and <ul style="list-style-type: none"> ○ Certification that no subsequent residence has been identified; and ○ Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing.
Homeless Category 3 Homeless under other Federal Statutes	<ul style="list-style-type: none"> ● Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; and ● Certification of no permanent housing in the last 60 days; and ● Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; and ● Documentation of special needs or 2 or more barriers
At Risk of Homelessness	<ul style="list-style-type: none"> ● Income verified as stated in table below; and ● Lack of Resources: Self-certification and documentation such as termination notice, unemployment compensation statement, bank statement, health care/utility bill showing arrears; and

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	<ul style="list-style-type: none"> • Conditions in Section 2.2.iii: Self-Certifications and supporting documentation, as appropriate
Fleeing/Attempting to Flee DV	<ul style="list-style-type: none"> • Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified
Other Populations	<ul style="list-style-type: none"> • Documentation of previous homeless status and • Documentation that individual or household is receiving financial and housing assistance to prevent a return to homelessness

9.4. VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, every family member regardless of age must provide A New Leaf with a complete and accurate Social Security Number.

If an individual fails to provide the verification within ninety (90) days, the family will be denied assistance. A New Leaf may grant one ninety (90) day extension if it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, A New Leaf will accept an original document issued by a federal or state government agency that contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number.

9.5. EXAMPLES OF ACCEPTABLE THIRD PARTY VERIFICATION

Item Requiring Verification	Acceptable Third-party Verification	Acceptable Hand-carried Verification
Social Security Number	Third-party verification form completed and returned by Social Security Electronic Reports	Original Social Security Card Appropriate government letter showing the number Other HUD-allowed method

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Item Requiring Verification	Acceptable Third-party Verification	Acceptable Hand-carried Verification
Adult Status of Head of Household	Not Applicable	Valid driver's license with birth date Government-issued id card showing birth date Birth certificate
Disability	Written verification from Social Security Administration Written verification from appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, licensed social worker or other from medical professional	Proof of SSI or Social Security disability payments
Full time student status (if >18 years)	Written verification or letter from the registrar's office or other school official	For high school or college students, any document evidencing enrollment for sufficient # of credits to be considered a fulltime student by the education institution
Need for live-in aide	Written verification or letter from doctor or other professional knowledgeable of condition	Not Applicable
Child care costs	Written verification or letter from child care provider	Bills and receipts from child care provider
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment from suppliers, care givers, etc.
Medical expenses	Written verification or letter from providers Prescription record from pharmacy Medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare prescription drug coverage	Not applicable	Card issued by the private prescription drug plan with the words Medicare Rx on it.
Savings, checking accounts	Written verification or letter from institution	Passbook Most current statements
CDs, bonds, etc.	Written verification or letter from institution	Tax return Information brochure from institution The CD

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Item Requiring Verification	Acceptable Third-party Verification	Acceptable Hand-carried Verification
		The bond
Stocks	Written verification or letter from broker or holding company	Stock or most current statement Price in newspaper or through Internet
Real property	Letter from tax office	Property tax statement (for current value) Notice of assessment Records of income and expenses Tax return
Personal property held as an investment	Assessment, bluebook, etc.	Receipt for purchase Other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	Not applicable	Original receipt and receipt at disposition Other evidence of worth
Earned income/wages	Written verification or letter from employer	Multiple consecutive pay stubs
Self-employed	Not applicable	Tax return from prior year Books of accounts
Regular gifts and contributions	Written verification or letter from source Letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits Other similar evidence
Alimony/child support	Court order Written verification or letter from source Letter from Human Services	Record of deposits Divorce decree
Social Security	Not applicable	Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter Letter announcing change in amount of future payments

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Item Requiring Verification	Acceptable Third-party Verification	Acceptable Hand-carried Verification
Training program participation	Written verification or letter from program provider indicating - whether <ul style="list-style-type: none">• Enrolled or completed• Training is HUD-funded• Federal, State, local• government• It is employment training• Payments are for out- of pocket expenses incurred in order to participate in a program	Not applicable

9.6. TIMING OF VERIFICATION

Verification information must be dated within sixty (60) calendar days of certification or reexamination. If the verification is older than sixty (60) days, the source will be contacted and asked to provide information regarding any changes. Documents older than sixty (60) days are acceptable only for confirming effective dates of income.

10. RENT AND HOUSING ASSISTANCE PAYMENT

The family must find an eligible unit under the program rules, with an owner who is willing to enter into a HAP contract with HOM.

10.1. RENT REASONABLENESS

A reasonable rent is a rent to an owner that is not more than the rent charged for comparable units in the private unassisted market, and for comparable unassisted units in the premises. Rent reasonableness is determined:

1. Prior to the initial lease;
2. Before any increase in rent to owner is approved; and
3. If HOM or HUD directs that reasonableness be redetermined.

10.2. PAYMENT (RENT) STANDARD

The payment (rent) standard for the TBRA program is the Pinal County PHA payment standard for the family unit size.

If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the rent standard at the next annual reexamination.

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10.3. TOTAL TENANT PAYMENT FORMULA

The tenant payment is equal to the highest of:

1. 30% of the family's adjusted income; or
2. The minimum rent of \$25.00.

10.4. TOTAL TENANT PAYMENT FORMULA EXCEPTION

The family share of rent will be equal to the difference between the rent standard and 30% of the family's monthly adjusted income PLUS the difference between the rent standard and the actual monthly unit rent when the family:

1. Identifies a housing unit with a month rent that exceeds the payment standard; and
2. A New Leaf and the family jointly agree, through analysis of the family's budget, that a monthly rent that exceeds the payment standard is reasonable.

10.5. UTILITY ALLOWANCE

HOM utilizes the utility allowances as established by the Pinal County PHA. The utility allowance schedule is for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality and is updated annually.

HOM uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under HOM subsidy standards).

At each reexamination, HOM applies the utility allowance from the most current utility allowance schedule.

HOM will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

10.6. CHANGE OF OWNERSHIP

HOM requires a written request by the owner who executed the HAP contract to make changes regarding who is to receive HOM's rent payment or the address to where the rent payment should be

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sent. When ownership changes, HOM will verify the change through public records. New owners are required to execute IRS Form W-9 and a HOM Direct Deposit Form. HOM may withhold the rent payment until the forms are received.

11. INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

HOM will inspect all units to ensure that they meet Housing Quality Standards (HQS) as defined in 24 CFR 982.401. No unit will be initially placed on the TBRA Program unless HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS. HQS and lead safety must be met at initial occupancy and during the term of the lease. HQS apply to the unit, the building and premises, and outbuildings.

HOM must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable HOM to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, HOM will only schedule one more inspection. If the family misses two inspections, HOM will consider the family to have violated a Family Obligation and A New Leaf may terminate the family's assistance.

HOM will not enter a unit to perform an inspection when only minor children are present in the unit. All pets must be secured during the inspection and all items must be removed from the oven and from under the kitchen and bathroom sinks to allow for pipe inspection. The hot water heating unit must be accessible.

Dwellings built before January 1, 1978 that are or will be occupied by assisted families with one or more children under age six (6) are subject to lead-based paint requirements.

11.1. TYPES AND FREQUENCY OF INSPECTIONS

There are five types of HQS inspections conducted by HOM

1. Initial Inspection [982.401(a), 982.305(b)(2) – to ensure that the unit passes HQS before HOM enters into a HAP Contract with the owner and before assistance can begin.
2. Annual Inspection (982.405(a)) – to determine that the unit continues to meet HQS. A unit must pass its annual HQS inspection.
3. Special Inspection – performed upon request of the owner, family, or a third party, i.e., HUD.
4. Emergency Inspection – takes place in the event of a perceived emergency. These will take precedence over all other inspections.
5. Quality Control Inspection – supervisory inspection to objectively ascertain that each inspector is conducting accurate and complete inspections and to ensure consistency among inspectors in application of HQS.

11.2. OWNER RESPONSIBILITY FOR HQS

The owner must maintain the unit in accordance with HQS.

If the owner fails to maintain the dwelling unit in accordance with HQS, HOM will take prompt and vigorous action to enforce the owner obligations. HOM's remedies for such breach of the HQS include

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termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

HOM will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by HOM and HOM verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any HOM approved extension).

The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible.

11.3. FAMILY RESPONSIBILITY FOR HQS

The family is responsible for a breach of the HQS that is caused by any of the following:

1. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
2. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
3. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any HOM approved extension).

A New Leaf may terminate assistance to a family because of the HQS breach caused by the family.

11.4. TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

11.4.1. Initial HQS Fail Items

HOM will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify HOM to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

11.4.2. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the

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emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, HOM will abate payment and terminate the contract.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, A New Leaf may terminate assistance for the family.

11.4.3. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 10 days of the inspection.
4. Major repairs must be completed within 30 days of the inspection.

11.4.4. Extensions

At the sole discretion of HOM, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, HOM will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

11.5. EMERGENCY FAIL ITEMS

The following are examples of emergency items that must be abated within 24 hours:

1. No hot or cold water
2. No electricity
3. Inability to maintain adequate heat
4. Major plumbing leak
5. Natural gas leak
6. Broken lock(s) on first floor doors or windows
7. Broken windows that unduly allow weather elements into the unit
8. Electrical outlet smoking or sparking
9. Exposed electrical wires, which could result in shock or fire
10. Unusable toilet when only one toilet is present in the unit
11. Security risks such as broken doors or windows that would allow intrusion
12. Other conditions that pose an immediate threat to health or safety

11.6. ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies and has failed to do so in the required timeframe, the rent for the dwelling unit will be abated.

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The initial abatement period will not exceed 30 days. If the corrections of deficiencies are not made within the 30-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, HOM will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, HOM will notify A New Leaf, send a notice of HAP contract termination the owner, and A New Leaf will send a notice of termination to the participant.

11.7. OWNER DAMAGE CLAIMS

Owners are responsible for collecting from the family any charges for unit damage by the family. Owners may also submit a claim to the Arizona Landlord Incentive Program (ALIP) through HOM.

12. CONTINUED ASSISTANCE AND RECERTIFICATION

HOM will ensure that participants continue to meet the eligibility criteria for assistance. This includes:

1. Reexamining and recertifying income, family composition and continued eligibility at least annually;
2. Conducting interim or special examinations during the income year as needed; and
3. Reviewing family moves with continued assistance.

12.1. ANNUAL REEXAMINATION

At least annually HOM will conduct a reexamination of family income and circumstances. The results of the reexamination determine:

1. The rent the family will pay, and
2. Whether the family subsidy is correct based on the family unit size.

HOM will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview and instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances. Upon receipt of verification, HOM will determine the family's annual income and will calculate their family share.

12.1.1. Effective Date of Tenant Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days' notice of any rent increase to the family.

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If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

12.1.2. Missed Appointments

If the family fails to respond to the letter and fails to attend the appointment, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in A New Leaf taking action to terminate the family's assistance.

12.2. INTERIM REEXAMINATIONS

Interim reexamination is triggered by the following changes between regular examinations. Families are required to report these changes to A New Leaf and HOM within ten (10) business days:

1. A member has been added to the family through birth or adoption or court-awarded custody,
2. An adult household member is being added or is leaving or has left the family unit,
3. Any increase or decrease in income,
4. Death of a family member, and
5. Family break-up.
6. During an interim reexamination, only information affected by the changes being reported will be reviewed and verified.

12.2.1. Adding a Household Member

Prior to locating unit: the family must contact A New Leaf to request that the additional household member be added to the HOM Inc. voucher. The individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide two forms of identification. The new household member will go through the intake process. Once all documentation is provided, HOM Inc. will be notified. The household's annual income will be recalculated taking into account the new household makeup. Tenant portion of rent and unit size may be reevaluated.

After locating unit: the family must obtain approval from the landlord to add additional household member to the lease. The family is responsible for completing an application for the individual if required by landlord (this includes paying application fee if applicable). Once the individual is added to the lease by the landlord, A New Leaf will complete an intake and collect necessary documentation (as stated above) to add the individual to the HOM Inc. voucher and the household tenant portion of rent will be recalculated.

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12.3. SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, HOM may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

12.3.1. Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

13. TERMINATION OF ASSISTANCE TO THE FAMILY BY A NEW LEAF

Assistance to the family will terminate if the family's income exceeds 80% of the area median income adjusted for household size and after thirty days' notice to the family and the owner.

A New Leaf may at any time terminate program assistance for a participant because of any of the following actions or inaction by the household:

1. If the family violates any family obligations under the program.
2. If a family member fails to sign and submit consent forms.
3. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
4. If the family breaches an agreement with A New Leaf to pay amounts owed to A New Leaf or paid to an owner on behalf of the family.
 - a. A New Leaf, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to A New Leaf or amounts paid to an owner by A New Leaf. A New Leaf may prescribe the terms of the agreement.
5. If the family has engaged in or threatened abusive or violent behavior toward A New Leaf or HOM personnel.

14. TERMINATION OF THE LEASE AND HAP CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the HAP contract by terminating the lease. The HAP contract may be terminated by HOM. Under some circumstances the contract automatically terminates.

14.1. TERMINATION OF THE LEASE BY THE FAMILY

The family may terminate the lease without cause upon proper notice to the owner, A New Leaf and HOM after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 calendar days).

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The participant has the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and other provisions of the lease, the tenancy addendum shall control.

14.2. TERMINATION OF THE LEASE BY THE OWNER

The owner may terminate the lease during its term on the following grounds:

1. Serious or repeated violations of the terms or conditions of the lease.
2. Violation of Federal, State, or local law that imposes obligations on the participant in connection with the occupancy or use of the unit and its premises.
3. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons (including property management staff) residing on the premises or in the immediate vicinity of the premises.
4. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control.
5. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
6. Other good cause that may include, but is not limited to:
 - a. Failure by the family to accept the offer of a new lease;
 - b. Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - c. The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - d. A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

The owner may only evict the participant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give HOM a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.

The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

The owner's termination of assistance actions must be consistent with the fair housing and equal opportunity provision of 24 CFR 5.105.

14.3. TERMINATION OF THE LEASE BY MUTUAL AGREEMENT

The family and the owner may at any time mutually agree to terminate the lease.

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14.4. TERMINATION OF THE HOUSING ASSISTANCE CONTRACT

The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by HOM. Under some circumstances the contract automatically terminates.

The contract will automatically terminate:

1. If A New Leaf terminates assistance to the family, or
2. If the family moves out of the unit

HOM may terminate the HAP contract because:

1. A New Leaf has terminated assistance to the family.
2. The unit does not meet HQS space standards due to an increase in family size or change in family composition.
3. The family breaks up and A New Leaf determines that the family members who move from the unit will continue to receive the assistance.
4. A New Leaf or HOM determines that there is insufficient funding in their contract to support continued assistance for families in the program.
5. The owner has breached the contract in any of the following ways:
 - a. Violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with HQS;
 - b. Violated any obligation under any other housing assistance payments contract, including under Section 8 of the 1937 Housing Act;
 - c. Committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
 - d. For projects with mortgages insured by HUD or loans made by HUD, failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - e. Engaged in drug-related criminal activity or any violent criminal activity.

14.4.1. Final HAP Payment to Owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, HOM will continue to make payments until the owner obtains a judgment or the family moves out.

15. GENERAL PROGRAM ADMINISTRATION

15.1. FAIR HOUSING

It is the policy of A New Leaf and HOM to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under A New Leaf and HOM housing programs.

To further the commitment to full compliance with applicable Civil Rights laws, A New Leaf and HOM will provide Federal/State/local information to TBRA applicants and participants in regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

A New Leaf will assist any family that believes they have suffered illegal discrimination by providing them with copies of the housing discrimination form. A New Leaf will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

15.2. REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of the TBRA program. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability.

This policy clarifies how applicants and program participants can request accommodations and the guidelines A New Leaf and HOM will follow in determining whether it is reasonable to provide a requested accommodation.

Because disabilities are not always apparent, A New Leaf and HOM will ensure that all applicants and program participants are aware of the opportunity to request reasonable accommodations.

15.2.1. Important Definitions

Person with a disability as defined by the Fair Housing Act for the purpose of reasonable accommodation is a person with 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 disability may not be apparent to others, i.e., a heart condition.)

Reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that is necessary for an individual with a disability to have an opportunity to participate in, and benefit from, a program or activity.

Reasonable modification is a structural change made to existing premises necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity. This structural change does not necessarily imply that the entire unit will be modified to conform to the Uniform Federal Accessibility Standards (UFAS); the “modified” feature itself may not conform to the UFAS. Instead, the unit will be made “usable” to allow the qualified individual with a disability to have opportunity to participate in, and benefit from a program or activity.

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Applicant is a family that has applied for admission to a program but is not yet a participant in the program.

Participant is family that has been admitted to the TBRA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by HOM for the family (first day of initial lease).

A live-in aide is defined in 24 CFR § 5.403, which states that a live-in aide is a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who is:

1. Determined to be essential to the care and well-being of the persons,
2. Is not obligated for the support of the persons, and
3. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a member of the assisted family and is not entitled to the Voucher as a remaining member of a family.

Occasional, intermittent, multiple, or rotating care givers who do not typically reside in the unit do not qualify as live-in aides.

Requests for reasonable accommodation may be made by applicants and program participants at any time. Requests may also be made by a person designated by the applicant or program participant to request the accommodation on their behalf.

15.2.2. Requesting a Reasonable Accommodation

Information about requesting a reasonable accommodation is available on the HOM website (<https://www.hominc.com/form-central/>) and is communicated to applicants and participants throughout their relationship with the TBRA program.

15.2.3. Questions Asked in Granting the Accommodation

1. Is the requestor a person with disabilities?
 - a. If the disability is apparent or already documented, the answer to this question is yes. If the disability is not apparent or documented, A New Leaf and/or HOM will obtain verification that the person requesting the accommodation is a person with a disability.
2. Is the requested accommodation related to the disability?
 - a. If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, A New Leaf and/or HOM will obtain documentation that the requested accommodation is needed due to the disability and will not inquire as to the nature of the disability.
3. Is the requested accommodation reasonable?
 - a. To be determined reasonable, the accommodation must meet two criteria:
 - i. Must not constitute a fundamental alteration to A New Leaf and/or HOM business. The purpose of the TBRA program is to provide housing and supportive services to help the family attain self-sufficiency. If the

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request would alter the fundamental business that A New Leaf and/or HOM conducts, that would not be reasonable. For example, a request to have HOM go grocery shopping for a person with disabilities would be unreasonable.

- ii. Must not create an undue hardship. Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, A New Leaf and/or HOM may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally, the individual knows best what it is he or she needs; however, A New Leaf and/or HOM retains the right to be shown how the requested accommodation enables the individual to access or use A New Leaf and/or HOM programs or services.

If more than one accommodation is equally effective in providing access to TBRA program and related services, A New Leaf and/or HOM retains the right to select the most efficient or economic choice.

- 4. Does the accommodation enable the participant to materially violate essential lease terms or family obligations?
 - a. Any request for an accommodation that would enable the family to materially violate essential lease terms or program requirements will not be approved. Examples include allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

15.2.4. Reasonable Modification to a Dwelling Unit

If a participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request must be made to the property owner/manager. A New Leaf and HOM do not have responsibility for the owner's unit or making the unit accessible.

15.3. SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

A New Leaf and HOM will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following language will be covered: Spanish.

15.4. COMPLAINTS

HOM will respond to complaints by participant families, owners and the general public, and refer those complaints to A New Leaf.

15.5. GRIEVANCES

The A New Leaf Client Grievance Policy and Procedure will be followed when an applicant or participant has a grievance about services, disagrees with a decision to deny, suspend or terminate services and/or believes that he/she has experienced discrimination in the TBRA program.

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15.6. POSTINGS

HOM will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

1. How to access the TBRA Administrative Plan
2. Address of all HOM offices, office hours, telephone numbers, TDD numbers, and hours of operation
3. HOME-ARP Program Requirements for Admission
4. Fair Housing Poster
5. Equal Opportunity in Employment Poster

15.7. RECORDS RETENTION

TBRA records, including the tenant assistance contract, will be retained for five years after the period of rental assistance terminates.

16. GLOSSARY

Administrative Plan: The plan that describes policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Annual Income: All amounts, monetary or not, that:

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. Are not specifically excluded from Annual Income.
4. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

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Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and HOM

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a fulltime student.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent.

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by HOM under HOM's subsidy standards.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or TBRA Voucher Program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

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Group Home: A dwelling unit that is licensed by a State as a group HOME-ARP for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a HOM, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Operations and Management (HOM): Contracted housing provider for TBRA program.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the TBRA program.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and HOM

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

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive service

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Occupancy standards: The standards that HOM establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

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Participant (participant family): A family that has been admitted to HOM's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by HOM for the family (first day of initial lease).

Payment standard: In a TBRA Voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution).

Person with disabilities: A person who:

1. Has a disability as defined in Section 223 of the Social Security Act,
2. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
3. is expected to be of long-continued and indefinite duration,
4. substantially impedes his or her ability to live independently, and
5. is of such a nature that such ability could be improved by more suitable housing conditions, or
6. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.
7. "Severe chronic disability that: is attributable to a mental or physical impairment or combination of mental and physical impairments; is manifested before the person attains age 22; is likely to continue indefinitely; results in substantial functional limitation in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."
8. This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
9. No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Public Housing Agency (PHA): A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

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Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special housing types: Special housing types include: SRO housing, congregate housing, group HOME-ARPs, shared housing, cooperatives (including mutual housing), and manufactured HOME-ARPs (including manufactured HOME-ARP space rental).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy standards: Standards established by a HOM to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's TBRA Voucher or TBRA Voucher, for such period as determined by HOM, from the time when the family submits a request for HOM approval to lease a unit, until the time when HOM approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by HOM or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification: The process of obtaining statements that attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

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TBRA Voucher (rental TBRA Voucher): A document issued by HOM to a family selected for admission to the Tenant Based Rental Assistance Program. This document describes the program and the procedures for HOM approval of a unit selected by the family and states the obligations of the family under the program.

TBRA Voucher holder: A family holding a TBRA Voucher with unexpired search time.

ATTACHMENT "D"

CERTIFICATION FOR A DRUG-FREE WORKPLACE

THE SUBRECIPIENT CERTIFIES that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The SUBRECIPIENT'S policy of maintaining a drug-free workplace;
 3. Available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of activities or services set forth in this Agreement or otherwise in performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in the performance of activities or services set forth in this Agreement, or otherwise under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the SUBRECIPIENT of any criminal drug statute violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying PINAL COUNTY within ten (10) days after receiving notice of such employee's conviction pursuant to paragraph (d)(2) or otherwise receiving actual notice of the conviction. The SUBRECIPIENT must provide notice, including position title, to the COUNTY. Notice shall include reference to this Agreement to allow the COUNTY to determine the affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the paragraphs set forth herein.
- h. Requiring that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into.

Signature

Date

REPRESENTING: A New Leaf

ATTACHMENT "E"

CERTIFICATION-RESTRICTION ON LOBBYING

SECTION 319 OF PUBLIC LAW 101-121 (31 U.S.C. 1352); 5 U.S.C. 301 REORGANIZATION PLAN NUMBER 6 OF
1950

THE UNDERSIGNED CERTIFIES, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who files to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

REPRESENTING: A New Leaf

ATTACHMENT "F"

CONFLICT OF INTEREST STATEMENT FOR HUD ASSISTED PROGRAMS

Per U.S. Department of Housing and Urban Development (HUD) regulations 24 CFR §92.356 and 24 CFR § 570.611, no employee, agent, consultant, officer, or elected official of the recipient, or of any designated public agencies, or of sub recipients having any functions or responsibilities related to activities assisted with Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), or American Dream Down payment Initiative (ADDI) funds may benefit from an assisted activity. For purposes of Pinal County, this requirement also extends to immediate family members of individuals defined above.

Exceptions may be granted on a case by case basis by HUD upon written request of the recipients and after certain disclosures are made public. Any conflicts noted will be investigated and resolved in accordance with HUD regulations.

☐ I hereby certify that I **do not** have (nor does anyone in my immediate family have) any relations to or business with any employee, agent consultant, officer, or elected or appointed official of Pinal County or the organization which is providing the assistance I am receiving.

☐ I hereby certify that I **do** (or someone in my immediate family does) have relations to or business with an employee, agent, consultant, officer, or elected or appointed official of Pinal County or the organization which is providing the assistance I am receiving. Please list the name(s) of the person(s) involved in the potential conflict of interest and please state the nature of your relationship and/or business interest with the person(s). Further information will be required and a separate meeting will be set up discuss the disclosure of any potential conflicts of interest.

A New Leaf

Name, Title

Date