

**ABODE SERVICES
LEASING SERVICES OFFICE
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**ALAMEDA COUNTY HOUSING/JOBS LINKAGES PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

Contract Number # _____

This Housing Assistance Payments Contract ("Contract") is entered into between ABODE SERVICES, and

("Owner").

The Purpose of this Contract is to assist the Household identified in Section 1 (A) to lease a Decent, Safe and Sanitary dwelling unit from the Owner. ABODE SERVICES, on behalf of Alameda County ("County") will make housing assistance payments to the Owner on behalf of the Housing/Jobs Linkages Program participant in accordance with this Contract. ABODE SERVICES has executed a Housing/Jobs Linkages Program Contract with the County of Alameda Housing and Community Development Program. Under the Services Contract, the County has agreed to provide funds to ABODE SERVICES to make housing assistance payments on behalf of the County for eligible Households participating in the Alameda County Housing/Jobs Linkages Program ("Program").

1) **CONTRACT UNIT, HOUSEHOLD AND LEASE**

A) This contract applies to the Household and the dwelling unit ("Contract unit") designated in this section.

Contract unit address: _____

Head of Household: _____
(Name of Program participant)

B) The Owner shall lease the Contract unit to the Household. The Lease to be executed by the Household and the Owner for the Contract unit has been approved by ABODE SERVICES, and shall be executed in the form approved. The Lease shall contain all provisions required by the U.S. Department of Housing and Urban Development (HUD) and the County, and shall not contain any provisions prohibited by HUD or the County.

2) **TERM OF CONTRACT**

The term of this Contract cannot exceed three months and cannot extend beyond the last day of the term of the Lease. This Contract shall end in any event upon termination of the Grant Agreement between ABODE SERVICES and the County. The Landlord will receive written notice if extensions are granted.

The term of this Contract shall begin on _____ 20____.

The initial expiration date of this Contract shall be _____ 20____.

3) **RENT: HOUSING ASSISTANCE PAYMENT**

A) The total monthly rent payable to the Owner during the term of this Contract is called the "Contract rent".

The portion of the Contract rent payable by the Household ("tenant rent") will be an amount determined by ABODE SERVICES in accordance with HUD regulations and requirements. This amount is the maximum amount the Owner can require the Household to pay for rent of the Contract unit, including all services, maintenance and utilities to be provided by the Owner in accordance with the Lease. The amount of the tenant rent is subject to change during the

term of the Contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notification by ABODE SERVICES to the Household and the Owner.

Each month, ABODE SERVICES shall make a housing assistance payment to the Owner on behalf of the Household in accordance with this Contract. The monthly housing assistance payment is equal to the difference between the Contract rent and the tenant rent. The amount of the housing assistance payment shall be determined by ABODE SERVICES. Any change in the amount of the housing assistance payment shall be effective as of the date stated in a notification by ABODE SERVICES to the Household and the Owner. Neither ABODE SERVICES nor the Housing/Jobs Linkages Program nor HUD assumes any obligation for the tenant or for payment of any claim by the Owner against the Household, except in accordance with Section 6. The obligation of ABODE SERVICES is limited to making housing assistance payments on behalf of the Household according to this Contract.

- i) Initially, and until adjustment of the Contract, the Contract rent shall be \$ _____ per month.
 - ii) Initially, and until notification of change, the tenant rent shall be \$ _____ per month.
 - iii) Initially, and until notification of change, the amount of the housing assistance payment shall be \$ _____ per month.
- B) The housing assistance payments to the Owner will continue during the term of this Contract until the tenant rent equals the total Contract rent. However, the termination of housing assistance payments shall not affect the Household's other rights under the Lease nor shall such termination preclude the resumption of payments as a result of changes in income or rent or other relevant circumstances during the term of the Contract.
- C) ABODE SERVICES may terminate housing assistance payments under this Contract, because of action or inaction by the Household, in the following cases:
- i) If the Household has committed any fraud in connection with any federal housing assistance;
 - ii) If the Household has violated or failed to fulfill any of the Household's obligations under the Alameda County Housing/Jobs Linkages Program; or
 - iii) If the Household has breached an agreement with ABODE SERVICES or the Program.

ABODE SERVICES, on behalf of the Program, shall notify the Owner in writing of its decision to terminate housing assistance payments in such case, and that housing assistance payments pursuant to the Contract shall terminate at the end of the calendar month which follows the calendar month in which ABODE SERVICES gives such notice to the Owner. (For provisions on termination of housing assistance payments and other remedies because of Owner's breach of the Contract, see Section 12.)

4) **MAINTENANCE, OPERATION AND INSPECTION**

- A) **Maintenance and Operation**: The Owner agrees to maintain and operate the Contract unit and related facilities to provide Decent, Safe and Sanitary housing in accordance with the Housing Quality Standards (HQS) established by HUD, including the provision of all the services, maintenance and utilities set forth in the Lease. If ABODE SERVICES determines that the Owner is not meeting one or more of these obligations, ABODE SERVICES shall have the right, even if the Household continues in occupancy, to terminate or reduce housing assistance payments to the Owner, and to terminate the Contract.
- B) **Inspection**: ABODE SERVICES shall inspect, in accordance with the criteria provided in the prescribed form, the Contract unit and related facilities prior to initial occupancy of the unit and at least annually thereafter and at such other times as may be necessary to assure that the unit is in Decent, Safe and Sanitary condition, including the provision of the agreed upon maintenance, utilities and other services. Following the inspection, ABODE SERVICES shall notify the Owner and the Household of its determination.
- C) If ABODE SERVICES determines that the Contract unit does not meet the space requirements under the HQS, either because of a change in Household size, or a change in Household composition, ABODE SERVICES shall notify the Owner and Household of its determination.
- D) Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Owner.

5) **MONTHLY PAYMENT TO OWNER.**

- A) The Owner shall be paid under this Contract on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:
- i) shall be conclusive evidence that the Owner has received the full amount of the housing assistance payment for the month, and
 - ii) shall be certification by the Owner that:
 - (a) The Contract unit is in Decent, Safe and Sanitary condition and the Owner is providing all the services, maintenance and utilities agreed to in the Lease,
 - (b) the Contract unit is leased to the Household named in Section 1 (A), and the Lease is in accordance with Section 1(B),
 - (c) the Contract rent does not materially exceed rents charged by the Owner for other comparable, unassisted units,
 - (d) except for the housing assistance payment and the tenant rent as provided under this Contract, the Owner has not received and will not receive any payments or other consideration (from the Household, ABODE SERVICES, HUD, the County or any other public or private sources) as rent for the Contract unit,
 - (e) The Household and ABODE SERVICES do not own or have any interest in the Contract unit. If the Owner is a cooperative, the Household may be a member of the cooperative.
- B) If ABODE SERVICES determines that the Owner is not entitled to the payment or any part of it, ABODE SERVICES, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner, including amounts due under any other housing assistance payments contract.

6) **SECURITY DEPOSITS AND ABODE SERVICES REIMBURSEMENT FOR UNPAID RENT AND DAMAGES.**

- A) The Owner will comply with HUD Continuum of Care and HOME regulations regarding security deposits from a tenant and shall not collect a security deposit which is more than the maximum amount permitted under the regulations.
- B) After the Household moves from the Contract unit, the Owner may (subject to State and local laws) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts which the Household owes under the Lease. The Owner will give the Household a written list of all items charges against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to the Household.
- C) In those jurisdictions where interest is payable by the Owner on security deposits, the amount refunded shall include the amount of interest payable. The Owner shall comply with all State and local laws regarding interest payments on security deposits.

7) **NO PAYMENT FOR VACANCIES**

Housing assistance payment shall be made by ABODE SERVICES to the Owner under this Contract only for the period during which the Contract unit is leased and occupied by the Household during the term of the Contract. If the Household moves from the Contract unit, the Owner shall promptly notify ABODE SERVICES, and ABODE SERVICES shall make no additional housing assistance payments to the Owner for any month after the month in which the Household moves. The Owner may retain the housing assistance payment for the month in which the Household moves.

8) **TERMINATION OF TENANCY**

- A) The Landlord shall not terminate the tenancy except for:
- i) Serious or repeated violation of the terms and conditions of the Lease;
 - ii) Violation of Federal, state or local law which imposes obligations on the Household in connection with the occupancy and use of the Contract unit and surrounding premises; or

iii) Other good cause. The owner may not terminate the tenancy for "other good cause" unless the termination is based on malfeasance or nonfeasance of the Household.

B) The Owner may evict the Household from the Contract unit only by instituting a court action. The Owner must notify ABODE SERVICES in writing of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Household under State or local law. The notice to the tenant shall state the reason(s) for termination. The notice to ABODE SERVICES may be given by furnishing to ABODE SERVICES a copy of the notice to the Household.

9) **NON-DISCRIMINATION IN HOUSING**

A) The Owner shall not, in the provisions of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap, sexual orientation or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in, or be denied the benefits of the Program because of such status.

B) The Owner shall comply with requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations, which prohibit discrimination in the sale, rental, financing and advertising of housing on the basis of race, color, religion, sex or national origin.

C) The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 I.S.C. 2000d et seq.; HUD regulations issued hereunder, 24 CFR, Subtitle A, Part 1, the HUD requirements pursuant to these regulations; the Americans with Disabilities Act, and Executive Order 11063, to the end that, in accordance with these Acts, the regulations and requirements of HUD and Executive Order 11063, no person in the United States shall, on the ground of race, color, creed, religion, sex, national origin, handicap or age be excluded from participation in or denied the benefits of the Program or be otherwise subjected to discrimination. This provision is included, pursuant to the regulations. The obligation of the Owner to comply with these requirements inures to the benefit of the United States of America, HUD, the County and ABODE SERVICES, any of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.

D) In accordance with any rules and regulations issued by HUD under Section 504 of the Rehabilitation Act of 1973, the Owner shall not discriminate against any person on the basis of handicap.

E) The Owner shall comply with any rules and regulations issued by HUD under the Age Discrimination Act of 1975 as amended, 42, U.S.C. 6101 et seq.; which prohibits discrimination on the basis of age in programs and activities receiving Federal financial assistance.

10) **COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS**

The Owner shall cooperate with ABODE SERVICES, the Program and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

11) **PROGRAM AND COUNTY ACCESS TO PREMISES AND OWNER'S RECORDS**

A) The Owner shall provide any information pertinent to this Contract, which ABODE SERVICES or the County may reasonably require.

B) The Owner shall permit ABODE SERVICES or the County or any of their authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner to the extent necessary to determine compliance with this Contract only, including the verification of information pertinent to the housing assistance payments.

12) **RIGHTS OF HOUSING/JOB LINKAGES PROGRAM IF OWNER BREACHES THE CONTRACT**

A) Any of the following shall constitute a breach of the Contract:

i) If the Owner has violated any obligation under this Contract, or under any housing assistance payments contract with the Supportive Housing program; or

ii) If the Owner has demonstrated any intention to violate any obligation under any other housing assistance payments contract under the Program; or

iii) If the Owner has committed any fraud or made any false statement to ABODE SERVICES, HUD, or the County in connection with the Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program.

- B) If the Program determines that a breach has occurred, the Program may exercise any of its rights or remedies under the Contract. ABODE SERVICES shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by ABODE SERVICES to the Owner may require the Owner to take corrective action (as verified by ABODE SERVICES) by a time prescribed in the notice. The Program's rights and remedies under the Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the Contract.
- C) Any termination or reduction of housing assistance payments, or termination of the Contract by ABODE SERVICES in accordance with this Contract, shall be effective as provided in a written notice by ABODE SERVICES to the Owner.
- D) ABODE SERVICES's exercise or non-exercise of any remedy for Owner breach of Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13) **ABODE SERVICES RELATION TO THIRD PARTIES**

- A) ABODE SERVICES and the County do not assume any responsibility for, or liability to, any person injured as a result of the Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.
- B) The Owner is not the agent of ABODE SERVICES or the County, and this Contract does not create or affect any relationship between ABODE SERVICES or the County and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.
- C) Nothing in this Contract shall be construed as creating any right of the Household or other third party (other than HUD or the County) to enforce any provision of this Contract, or to assert any claim against HUD or the County, ABODE SERVICES, or the Owner under this Contract.

14) **CONFLICT OF INTEREST PROVISIONS**

No present or former member or officer of ABODE SERVICES, no employee of the Program or the County who formulates policy or influences decisions with respect to the Program and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the Program shall have any direct or indirect interest in this Contract or in any proceeds or benefits arising from the Contract. This provision may be waived by the County for good cause.

15) **INTEREST OF MEMBER OF OR DELEGATES TO CONGRESS**

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits, which may arise from it.

16) **TRANSFER OF THE CONTRACT**

The Owner has not made and will not make any transfer in any form of this Contract without the prior written consent of ABODE SERVICES. A change in ownership of the Owner, such as a stock transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section. ABODE SERVICES shall give its consent to a transfer of the contract if the transferee agrees in writing (in a form acceptable to the Program) to comply with all terms and conditions of this Contract. The transferee shall give ABODE SERVICES a copy of the executed agreement.

17) **CONDITIONS FOR HOUSING ASSISTANCE PAYMENTS**

The right of the Owner to receive housing assistance payments under this Contract shall be subject to compliance with all provisions of this contract.

18) **ENTIRE AGREEMENT: INTERPRETATION**

- A) This Contract contains the entire agreement between the Owner and ABODE SERVICES, acting on behalf of the County. No changes in this Contract shall be made except in writing signed by both the Owner and ABODE SERVICES

