

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
DUPAGE PADS
HM25-02b - \$139,000

This AGREEMENT is entered into as of the ____ day of January, 2026 by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois with offices at 421 N. County Farm Road, Wheaton, Illinois ("COUNTY") and **DUPAGE PADS** an Illinois Not-for-Profit Corporation ("SUBRECIPIENT") having a principal place of business at 601 W. Liberty Dr., Wheaton, IL 60187.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the COUNTY necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974," (Pub. L. 93 – 383, 42 U.S.C. § 5301, et seq.) and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to United States Department of Housing and Urban Development ("HUD") for HOME Investment Partnerships Act (the HOME Investment Partnerships Program or "HOME") funds from HUD as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, COUNTY has stated in its Consolidated Plan that it will undertake a Tenant Based Rental Assistance (TBRA) Program; and

WHEREAS, HOME Regulations allow the COUNTY to operate the TBRA Program itself or contract with another entity with capacity to operate a rental assistance program; and

WHEREAS, COUNTY has selected SUBRECIPIENT to administer a portion of the TBRA Program; and

WHEREAS, SUBRECIPIENT possesses the legal authority to execute an agreement to undertake the activity described herein and the individual signing on behalf of SUBRECIPIENT is duly authorized by SUBRECIPIENT to enter into this AGREEMENT and bind SUBRECIPIENT to its terms and conditions; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2025 Action Plan under Resolution #HS-R-0004-25 as part of the 2025-2029 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HS-R-0004-25; and

WHEREAS, the COUNTY and SUBRECIPIENT enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions

hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following exhibits are hereby incorporated into this AGREEMENT:
 - Exhibit A. DuPage County Tenant Based Rental Assistance (TBRA) Program Policy
 - Exhibit B. DuPage County TBRA Self-Sufficiency Program Plan
 - Exhibit C. Small Area Fair Market Rent (SAFMR) – DuPage Housing Authority Payment Standards
 - Exhibit D. Utility Allowance – DuPage Housing Authority Payment Standards
 - Exhibit E. VAWA Lease Addendum
 - Exhibit F. DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

II. STATEMENT OF WORK AND ELIGIBILITY FACTORS

- A. **Statement of Work:** The SUBRECIPIENT, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs to provide tenant-based rental assistance for eligible families to reside in eligible housing in accordance with the DuPage County TBRA Program Policy, as amended from time to time, attached hereto as *Exhibit A* and incorporated herein by reference (“PROJECT”).
- B. **Eligible Costs:** SUBRECIPIENT agrees to administer the PROJECT in accordance with the HOME regulations at 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances, and regulations. SUBRECIPIENT shall perform all acts with responsibility to COUNTY in the same manner as COUNTY is required to perform all acts with responsibility to the Federal Government.
 - 1. Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance. Security deposits may be granted to eligible families moving into eligible housing whether or not additional TBRA rental assistance is given, up to the equivalent of two months’ rent.
 - 2. The costs of inspecting the housing and determining the income eligibility of the family are eligible as costs to be reimbursed by HOME TBRA funds.
 - 3. SUBRECIPIENT may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the COUNTY’S CDC.

4. SUBRECIPIENT is prohibited from charging families participating in this PROJECT fees for servicing, origination, or other fees for the costs of administering this PROJECT.
- C. **Eligible Families:** In accordance with all the specific requirements of *Exhibit A*, families
1. Must meet citizenship requirements.
 2. Will be selected off the Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list maintained by the Homeless Management Information System (HMIS) and given a preference if homeless.
 3. Cannot have an income exceeding 50% of the median family income (MFI) for DuPage County, at initial occupancy, determined by the “Part 5” definition of annual income which is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period (24 CFR Part 5, et seq.). A list of the “Part 5” income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the “Part 5” definition of annual income by the United States Congress. Income must be recertified annually if family is receiving ongoing TBRA. If a family’s income is equal or greater than 80% MFI at any recertification, the TBRA assistance will cease.
 4. Must establish a self-sufficiency plan at initial lease up through SUBRECIPIENT that will meet the requirements of the DuPage County TBRA Self-Sufficiency Program Plan document attached hereto as *Exhibit B* and incorporated herein by reference.
 5. Will contribute 30% of adjusted monthly income (minus utility allowance) to the rental payment, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). Utility Allowances are set forth on *Exhibit D*, attached hereto and incorporated herein by reference.
 6. Must enter into a rental assistance contract with SUBRECIPIENT not to exceed 24 months, but which may be amended or renewed, subject to the availability of HOME funds and continuing eligibility of the family. The term of the rental assistance contract with the family must begin on the first day of the term of the lease or the beginning of the first month in which TBRA is provided. The term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.
- D. **Eligible Housing:** In accordance with the specific requirements of *Exhibit A*,
1. Must be located within the boundaries of the COUNTY HOME Consortium which, at the time of this AGREEMENT, includes property anywhere in DuPage County and the City of Naperville (even those areas outside of DuPage County), but excludes property located in the City of Aurora and the Village of Bolingbrook.
 2. Must have a written lease between the tenant and property owner that complies with the requirements of the HOME program, including but not limited to those found at 24 CFR 92.253, as amended.

3. Must have a rental assistance contract between SUBRECIPIENT, property owner, and tenant in accordance with the provisions of 24 CFR 92.209. The rental assistance contract may allow for direct payment of rent to the owner. The term of the rental assistance contract must begin on the first day of the term of the lease or the beginning of the first month in which TBRA is provided and will terminate upon termination of the lease.
4. Must be rent reasonable, based on rents charged for comparable unassisted rental units and which rent may not exceed the Small Area Fair Market Rent standard set by the DuPage Housing Authority for its Section 8 Housing Choice Voucher Program, based on number of bedrooms set forth and referenced in *Exhibit C*, as amended.
5. Must meet the property standards set forth in COUNTY'S CDC Property Standards Policy, as amended from time to time, in accordance with 24 CFR 92.251 Property standards and inspections, including but not limited to 24 CFR 5.703, and 24 CFR Part 5, Subpart G, National Standards for the Physical Inspection of Real Estate (NSPIRE), when effective. Housing must be determined to be decent, safe, sanitary, and in good repair through an on-site inspection prior to commitment of funds and annually thereafter where a family continues to receive TBRA under this AGREEMENT.
 - i. It is anticipated that COUNTY will conduct the housing inspections, but inspections may also be undertaken by public housing authority inspectors, or by an inspector of another funding source in satisfaction of requirements under 24 CFR Part 5, subpart G, National Standards for the Condition of HUD Housing, or an alternate inspection standard established by HUD through Federal Register publication.

III. AMOUNT OF HOME FUNDING; REIMBURSEMENT PROCEDURES; BUDGET

- A. HOME funds in the amount of up to ONE HUNDRED THIRTY NINE THOUSAND and 00/100 Dollars (\$139,000.00) shall be made available to SUBRECIPIENT for payment of eligible costs described in Section II. B., upon approval and adoption of this AGREEMENT by the DuPage County Board, upon receipt of HOME funds from the Department of Housing and Urban Development, and upon the receipt of documentation as described in this Section III.
- B. All claims of SUBRECIPIENT shall comply with the following requirements:
 1. Prior to committing funds for a specific family, SUBRECIPIENT shall submit to COUNTY documentation in a form proscribed by County which verifies selection and eligibility of family, eligibility of housing, and request for inspection of the housing. COUNTY shall review documentation, complete housing inspection, and notify SUBRECIPIENT of approval or non-approval.
 2. Any request for reimbursement of rents, security deposits, or time spent determining the income eligibility of the family shall be accompanied by a copy of the lease, cancelled checks, and/or timesheets.
 3. Processing of all requests for payment shall be contingent upon the submission of the required documentation to COUNTY that fully complies with all applicable Federal, state, county or local statutes, rules or regulations. COUNTY reserves the right to withhold funded amounts until all such requirements are met. To process requests for payment, COUNTY must submit such claim for payment approval at the first scheduled County

Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, noticed in accordance with the Illinois Open Meetings Act (Illinois Compiled Statutes, Chapter 5, paragraph 120).

C. The budget for the project is anticipated to be as follows:

Rents	\$136,000
Security deposits only	\$3,000
Determining income eligibility of families	\$0
TOTAL	\$139,000

These are estimated numbers and variations in the line items will be tracked but will not require modification to this AGREEMENT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS

- A. Time is of the essence of this AGREEMENT. SUBRECIPIENT shall be responsible for meeting the completion dates for the activities listed below. If a SUBRECIPIENT does not meet a completion date, SUBRECIPIENT shall immediately submit a revised implementation schedule for approval by CDC. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

<u>Activity</u>	<u>Completion Date</u>
1. 50% of funds expended	<u>07/13/2026</u>
2. 100% of funds expended	<u>01/13/2027</u>
3. Final reimbursement request received	<u>01/13/2027</u>

- B. After a period of twelve (12) months from the date of this AGREEMENT, the Director may review the progress of the PROJECT. At the time of this review, if the SUBRECIPIENT has not demonstrated significant progress toward completion and, if the SUBRECIPIENT has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the SUBRECIPIENT, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBRECIPIENT of its action.

- C. This AGREEMENT shall terminate in accordance with Paragraph XI. F. The HOME regulations require the following although it is not anticipated that either of the stated situation will occur, as payments under this AGREEMENT shall be made on a reimbursement basis: Upon expiration of this AGREEMENT, SUBRECIPIENT must transfer to COUNTY any HOME funds on hand at time of expiration and any accounts receivable attributable to the use of HOME funds. Any HOME funds repaid to SUBRECIPIENT or recaptured by SUBRECIPIENT must be remitted to COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. SUBRECIPIENT shall comply with the Federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,

codified at 2 CFR Part 200 ("Super Circular"), as updated from time to time, including any single audit requirements contained therein.

- VI. OTHER PROGRAM REQUIREMENTS. The project will be conducted and administered in compliance with 24 CFR Part 92, Subpart H – Other Federal Requirements, as amended, and 24 CFR 5.105(a) Nondiscrimination and Equal Opportunity, as amended, including any and all applicable Executive Orders in effect, including but not limited to the following:
- A. Federal civil rights and fair housing law, including, but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 42 U.S.C. § 2000d et seq.), as amended; and that the SUBRECIPIENT will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.
 - 3. The Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, as amended, (42 U.S.C. § 3601-20), as amended, and implementing regulations at 24 CFR Part 100.
 - 4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.
 - 5. Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. § 3001, et seq.), as amended, and implementing regulations at 24 CFR 146.
 - B. Section 109 of the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended, and the regulations issued pursuant thereto, requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available to the ACT. Discrimination on the basis of age is also prohibited pursuant to the Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.
 - C. If applicable, the SUBRECIPIENT shall comply with the Federal Labor Standards and Prevailing Wage Rates, including assisting COUNTY with employee interviews of the contractor and/or subcontractors at the job site, if necessary. No construction is anticipated under this AGREEMENT.
 - D. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. The environmental review for the PROJECT is complete.
 - E. No PROPERTY located in a floodplain and/or subject to the National Flood Insurance Program may be acquired, rehabilitated or constructed as part of this PROJECT. Any construction or rehabilitation pursuant to the PROJECT must comply with the DuPage County Countywide Stormwater and Flood Plain Ordinance. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of

water pollution. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234). This PROJECT does not undertake any of these activities.

- F. SUBRECIPIENT shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and the implementing regulations at 49 CFR Part 24, and as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR Part 42, subpart A, as amended. No person(s) shall be displaced as part of this PROJECT.
- G. SUBRECIPIENT shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u), (Section 3), by making efforts to offer training and employment opportunities to low and very low-income residents of the PROJECT area, should SUBRECIPIENT find it necessary to hire additional employees to carry out the PROJECT.
- H. As applicable, SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations at 24 CFR Part 35; subparts A (Disclosure of Known Lead-Based Paint Hazards Upon Sale or Lease of Residential Property), B (General Lead-Based Paint Requirements and Definitions for All Programs), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. Visual assessment of deteriorating paint is included as part of the housing inspection.
- I. SUBRECIPIENT shall not use debarred, suspended or ineligible contractors or subcontractors in carrying out this PROJECT. No additional contractors are anticipated under this AGREEMENT.
- J. PROJECT is not subject to the Build America, Buy America (BABA) Act, as it does not include infrastructure.
- K. SUBRECIPIENT shall comply with administrative and procurement requirements of the Super Circular (24 CFR Part 200), including the conflict of interest provisions therewithin and under 24 CFR 92.356.
- L. In accordance with 24 CFR § 92.356, no person who is an employee, agent, consultant, officer, or elected official or appointed official who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This also applies to any person who is an employee, agent, consultant, or officer of SUBRECIPIENT. SUBRECIPIENT must complete a Conflict of Interest Disclosure.

- M. The Architectural Barriers Act of 1978 (42 U.S.C. § 4151-4157), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and implementing regulations at 28 CFR Part 25 or 36, as applicable, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, and implementing regulations at 24 CFR Part 8, to the extent applicable to the PROJECT.
- N. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (5 U.S.C. § 1501, et seq.).
- O. SUBRECIPIENT certifies, to the best of its 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 an 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.
 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 SUBRECIPIENTS 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT 's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;

- b. The SUBRECIPIENT 's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5. Notifying the CDC within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
- 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. 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;
 - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- Q. Eligible matching contributions (“Match”) are defined as the permanent contributions made to HOME-assisted affordable housing under the requirements of 24 CFR 92.220 of the ACT. Acceptable match for the PROJECT includes the direct cost of necessary supportive services, facilitating independent living, provided to families residing in HOME-assisted units during the affordability period, cash contributions from non-Federal sources; reasonable value of donated construction materials, not acquired with Federal resources; the value of donated or voluntary labor; and the donated value of real property as appraised according to procedures acceptable to the COUNTY. SUBRECIPIENT will report any eligible match to COUNTY on an annual basis.
- R. It is not anticipated that SUBRECIPIENT shall receive program income under this Agreement. Should this occur; however, it shall be remitted to COUNTY.

- S. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the SUBGRANTEE for the duration of the affordability period.
- a. VAWA Notification Requirements: SUBGRANTEE must provide to each of its applicants and to each of its tenants the Notice of Occupancy Rights under the Violence Against Women Act, Form HUD 5380, as amended by the US Department of Housing and Urban Development, from time to time, along with the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form, Form HUD 5382, as amended by the US Department of Housing and Urban Development, from time to time no later than at each of the following times:
 - i. At the time the applicant is denied assistance or admission under a covered housing program;
 - ii. At the time the individual is provided assistance or admission under the covered housing program;
 - iii. With any notification of eviction or notification of termination of assistance; and
 - iv. During the annual recertification or lease renewal process, whichever is applicable.
 - b. VAWA Lease Bifurcation:
 - i. The housing owner may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
 - 1. Without regard to whether the household member is a signatory to the lease; and
 - 2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
 - ii. If a household occupying a HOME-assisted rental unit separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) may remain in the HOME-assisted unit.
 - 1. If a household receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will retain the HOME tenant-based rental assistance.
 - 2. A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered

housing program.

- c. VAWA Lease Addendum, form HUD-91067, as amended by the US Department of Housing and Urban Development from time to time, attached to this Agreement as Exhibit H, must be incorporated into each HOME-unit lease.
 - d. VAWA Emergency Transfer Plan: SUBGRANTEE may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking or utilize the DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit I.
- T. SUBRECIPIENT shall not use grant funds to promote “gender ideology”, as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, if applicable.
- U. SUBRECIPIENT shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment, if applicable.
- V. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154 (Unleashing American Energy), including E.O. 14008 (Tackling the Climate Crisis at Home or Abroad), or NOFO requirements implementing Executive Orders that have been revoked, if applicable.
- W. SUBRECIPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 (Ending Taxpayer Subsidization of Open Borders), or other Executive Orders or immigration laws.
- X. SUBRECIPIENT cannot use grant funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations, if applicable.
- Y. SUBRECIPIENT must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States, if applicable.

VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.
- B. After the COUNTY has received notification that funds for the PROJECT have been released by HUD, the SUBRECIPIENT shall be authorized to begin the PROJECT so long as the PROJECT remains in compliance with the HOME Program and this AGREEMENT.

VIII. RECORDS & REPORTS

- A. SUBRECIPIENT authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the SUBRECIPIENT'S records and to conduct any other procedures or practices to assure compliance with the provisions of this AGREEMENT upon demand.
- B. At the request of CDC or COUNTY, the SUBRECIPIENT shall furnish immediately, if required by the Comptroller General, otherwise within three (3) business days of such request, such reports, budgets, certifications and other documents required pursuant to federal, state, or COUNTY rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the PROJECT, and shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT.
- C. SUBRECIPIENT shall, each year as long as the PROJECT remains in effect, provide CDC with an audit conducted by an independent Certified Public Accountant that includes the funds contained in this PROJECT. SUBRECIPIENT is also required to meet any single audit requirements of the Federal Office of Management and Budget.
- D. SUBRECIPIENT shall maintain family and assistance records for this PROJECT in the DuPage Homeless Management Information System (HMIS).
- E. SUBRECIPIENT shall provide a Monthly Progress Report to CDC, reporting on the status of the PROJECT in relation to the PROJECT target dates. The Progress Reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System (IDIS).
- F. If requested, SUBRECIPIENT shall submit each year to CDC an annual report of the status of the PROJECT in a form prescribed by CDC, or at the request of CDC from time to time if necessary to meet HOME reporting requirements. SUBRECIPIENT will comply with all requests for information and with requests for on-site inspections of books, records, and units.
- G. SUBRECIPIENT shall maintain the following records:
 - 1. For a period of five years after a family completes their assistance: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged and those records that demonstrate that the household was income eligible.

2. For a period of five years after each year of the PROJECT: Documentation that SUBRECIPIENT has followed the required tenant selection plan.
3. For a period of five years after each year of the PROJECT: Documentation of all activities undertaken in connection with SUBRECIPIENT'S outreach for the PROJECT.
4. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
5. SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of any and all other financial records as requested by the COUNTY for the length of time requested, as may be required by 24 CFR Part 92.

IX. SUSPENSION AND TERMINATION

- A. In accordance with 2 C.F.R. § 200.339, suspension or termination of this AGREEMENT may occur if the SUBRECIPIENT materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 C.F.R. § 200.339.
- B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to SUBRECIPIENT for SUBRECIPIENT'S breach of the AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to SUBRECIPIENT 'S performing the PROJECT, failure by SUBRECIPIENT in submitting supporting information or documentation for a claim, submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIENT 'S suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, or to exercise its remedies under Section X, Paragraph D hereof, it shall notify the SUBRECIPIENT in writing of such action, specifying the particular deficiency, at least five (5) business days in advance of any such action and establishing a time (not less than 30 days) and a place for the SUBRECIPIENT to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the SUBRECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment to the PROJECT until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBRECIPIENT of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

X. REMEDIES

- A. In the event of any violation or breach of this AGREEMENT by SUBRECIPIENT, misuse or misapplication of funds derived from this AGREEMENT by SUBRECIPIENT or any violation of any of the statutes, rules and regulations, directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the fullest extent

permitted by law, agrees to indemnify, and hold the COUNTY harmless from any requirement to repay to HUD the HOME funding received by SUBRECIPIENT for this PROJECT or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT. All counsel employed by the SUBRECIPIENT to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

- B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in this Section X, then the COUNTY or SUBRECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. The SUBRECIPIENT shall have the right to contest the claim, in its own name or in the name of the COUNTY, with its consent, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBRECIPIENT and the Federal agency, the SUBRECIPIENT shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the SUBRECIPIENT shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as COUNTY is indemnified.
- D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the funds for the PROJECT, as a result of any alleged violation subject to the remedy provisions hereof, the SUBRECIPIENT shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the SUBRECIPIENT may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the COUNTY, subject to approval by the State's Attorney's Office, whichever is applicable.
- E. To the fullest extent allowed by law, the SUBRECIPIENT shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics' liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBRECIPIENT, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State's Attorney's Office. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

XI. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS – Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party. SUBRECIPIENT acknowledges that HUD may from time to time issue updated guidance regarding the HOME program that may require amendment of this AGREEMENT and agrees to cooperate with COUNTY in making such amendment.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made

subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.

- C. ASSIGNMENT - SUBRECIPIENT shall not assign this AGREEMENT or any part thereof, nor shall SUBRECIPIENT transfer or assign any property or assets acquired using HOME funding or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained. The contracting or subcontracting of construction work on the PROPERTIES does not constitute an assignment.
- D. ATTORNEY'S OPINION - SUBRECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBRECIPIENT, have been taken by SUBRECIPIENT.
- E. SEVERABILITY - In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. AGREEMENT DURATION - Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT, the AGREEMENT will terminate on January 13, 2027, except that the provisions related to record keeping shall survive termination and remain in effect for five (5) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System (IDIS).
- G. NO PARTNERSHIP – Nothing contained in this AGREEMENT, any mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture, partnership relationship, or employer/employee relationship between the COUNTY and SUBRECIPIENT. SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.
- H. COUNTY shall provide, upon request, copies of all laws, regulations, statutes, orders, and OMB Circulars cited in this AGREEMENT, or internet links to such.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

Deborah A. Conroy,
DuPage County Board Chair

DATE:

ATTEST:

Jean Kaczmarek,
County Clerk

SUBRECIPIENT:

DUPAGE PADS, an Illinois Not-for-Profit Corporation

ADDRESS:

601 W. Liberty Dr.
Wheaton, IL 60187

BY:

April Redzic, President/CEO

DATE:

ATTEST:

Signature

Printed Name

Title

EXHIBIT A

DuPage County Tenant Based Rental Assistance Program (TBRA) – February 4, 2014

As amended: April 1, 2014

As amended: October 4, 2016

As amended: January 3, 2017

As amended: October 3, 2017

As amended: January 24, 2019

1. **Authority.**

- 24 CFR 92.205(a) Provision of tenant-based rental assistance, including security deposits (not to exceed two months' rent), is an eligible expense under the HOME program.
- 24 CFR 92.207(a)(5) Costs of administering tenant-based rental assistance program are eligible under the HOME program.
- 24 CFR 92.209 states eligible costs and requirements.

2. **Eligible Program Costs.** Rental assistance, security deposits, utility deposits, costs of inspecting the housing, costs of determining income eligibility of the family. HOME funds may provide security deposits, whether or not any other tenant-based rental assistance is provided. For the purpose of this section, "security deposit" refers to any up-front fee required by a landlord to process an application or move into a unit, including "administrative fees," "application fees," "move-in fees," or equivalent types of fees, in lieu of or in addition to a traditional "security deposit." whether or not such fee is classified as "security deposit" under any state or local statute, law, or ordinance. The total of all such fees and/or traditional "security deposit," may not exceed the equivalent of two-month's rent for the unit.

3. **Program Boundaries:** Assistance must be used within the boundaries of the DuPage HOME Consortium which as of February 2018 includes DuPage County, the Village of Downers Grove, the City of Naperville, and the City of Wheaton. However, this Consortium area may change during HUD's HOME Consortium requalification process, which occurs every three years.

4. **Tenant Selection.** All members of a family receiving assistance through TBRA must be U.S. citizens or resident aliens or meet very specific State Department exceptions. The DuPage County program will give preferences for homeless families. "Family" is defined in 24 CFR 5.403 and includes either single persons or groups of persons residing together (with or without children). Homeless shall be as defined as it is defined under the Emergency Solutions Grant (ESG) (Category 1 and Category 4) as stated below. The Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list will be utilized to select tenants. The CES operates through the Homeless Management Information System (HMIS); the County will work with the CoC to provide a tenant selection process for any potential Subrecipient Agency which may be prohibited from entering clients into the HMIS. Full income eligibility intake and documentation of U.S. citizen or resident alien status must be completed before TBRA assistance is committed or given. Documentation of homeless status must also be completed if preference is being given on that basis.

ESG Definition of Homelessness: Category 1. An individual or family who lacks a fixed regular and adequate nighttime residence, meaning: (i) Individual or family has 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) Individual or family is 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); (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

Category 4. Any individual or family who is fleeing; AND has no other residence; AND no resources AND lives in an emergency shelter or other place described in Category 1 above.

Participants who are on a Housing Choice Voucher Program (HCV; formerly Section 8) wait list at entry into TBRA will be assisted by case managers to ensure they maintain their status on the wait list. The family will provide their new address to the corresponding Public Housing Authority (PHA) and continue to monitor the wait list in the event that a Housing Choice Voucher becomes available to them.

5. **Income Eligibility.** Families must be determined to be income eligible prior to receiving assistance. The “Part 5” method of income qualification will be utilized. At least two months of source documentation are required to determine income. Families’ income cannot exceed 50% of the median family income (MFI) for DuPage County, as promulgated by HUD from time to time, at initial occupancy. Income must be recertified annually if family is receiving ongoing TBRA. If a family’s income is greater than 80% MFI at any recertification, the TBRA assistance will cease.
6. **The CPD Income Eligibility** Calculator will be used to determine/verify the Annual Income and the Adjusted Gross Income for each household requesting assistance. The anticipated household income is to be projected for the coming 12-month period.
7. **Expectation of Family.** A family shall contribute 30% of its adjusted monthly income (minus utility allowance) to the rental payment commencing with month two of the lease, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). First month’s rent may be paid entirely through TBRA, (when that amount is within the maximum subsidy limit for that household), as families often need a month to accumulate sufficient funds to begin to meet this expectation and it would not be intent of this program to keep a family unhoused longer than necessary. If a family’s income is equal to or greater than 80% MFI at any recertification, the TBRA assistance will cease. Families must participate in a self-sufficiency program through the Subrecipient Agency handling its case. If a family fails to continue in the self-sufficiency program, their TBRA assistance will not be renewed. DuPage County will work with Subrecipient Agencies to develop a TBRA Self-Sufficiency Program plan.

8. **Program Operation.** DuPage County will operate the program through Subrecipient Agencies that are members of the DuPage CoC that have both the capacity to operate a rental program and the ability to provide the particular types of nonmandatory services that are appropriate for homeless families. The Subrecipient Agency shall make rental and security deposit payments directly to the owner of the unit on behalf of the family, in accordance with the terms of the lease, and receive reimbursement from DuPage County under the terms of its subrecipient agreement. Each lease must be held in the name of the tenant, but the subrecipient agency must also have an agreement for rental assistance with the owner. The term of the initial rental assistance contract will be for twelve (12) months, but may be renewed, subject to the availability of HOME funds and continuing eligibility. The term of the contract must begin on the first day of the term of the lease and terminate upon termination of the lease. If a tenant receives notice of the availability of a HCV, the Subrecipient Agency will work with the Landlord to transition the lease agreement from a TBRA contract to a DuPage Housing Authority (DHA) Housing Assistance Payment (HAP) contract.
9. **Leases and Rents.** Leases entered into by TBRA assisted families must comply with the tenant protection requirements of the HOME program and must be approved by DuPage County. Leases will be reviewed using the TBRA Lease Requirements form in compliance with 24 CFR 92.253. Rents must be reasonable, based on rents charged for comparable unassisted rental units and may not exceed the standard set by the DuPage Housing Authority for its Housing Choice Voucher Program, based on number of bedrooms. However, up to 110% of the rent standard may be applied for 20% of the program participants when a Request for Unit Specific Rent Payment Standard is approved by DuPage County. The general occupancy standard for DHA HCV is one bedroom for the head of household and 2 persons per bedroom after that. This may be varied by DuPage County with specific request by the Subrecipient Agency.

Maximum Subsidy. The amount of the monthly assistance that may be paid on behalf of a family may not exceed the difference between the Small Area Fair Market Rent Standard (SAFMRS) for the unit size as established by HUD and adopted by DuPage Housing Authority, and 30% of the family's monthly adjusted income. The CPD Income Calculator Rental Assistance Calculation Rental Voucher Model will be used to determine/verify the maximum subsidy and 30% of the family's monthly adjusted income. Note: the tenant payment may exceed 30% of the family's monthly adjusted income depending on the unit selection, though the maximum subsidy remains as calculated according to the formula.
10. **Housing Standards.** Requirements of 24 CFR 982.401 apply. Unit must pass a Housing Quality Standards (HQS) inspection at initial inspection and annual reinspection for units where family continues to receive ongoing TBRA. Should a client issue a complaint that local codes/HQS are not being met, the Subrecipient Agency will advocate for the client and if necessary, request DuPage County to re-inspect the unit.
11. **Subrecipient Agencies.** Any agency that is a member of the DuPage CoC that is currently receiving CDBG or ESG funds through DuPage Community Development Commission may apply to participate as a Subrecipient Agency under the DuPage County TBRA program. Acceptance into the program will be based on the agency's ability to demonstrate through its completion of an application process that it can provide the types of nonmandatory services that are appropriate for homeless families, will abide by the terms of the DuPage County TBRA Self-

Sufficiency Program, has the capacity to hold clients accountable to the terms of the DuPage County TBRA Self-Sufficiency Program, and has the capacity to operate a rental program (including financial capacity). Approval to participate does not guarantee that there will be sufficient funding available to operate the TBRA program through multiple agencies. If a family selected from the wait list already has case management or services history with a Subrecipient Agency under the DuPage County TBRA program, management of that family's case will be handled by that agency.

12. **Denial and/or Termination Process:** All assistance provided under TBRA is subject to eligibility requirements and program guidelines. Final decisions regarding admittance into the program or non-continuation will be relayed in writing, to the household, by the Subrecipient Agency. The Subrecipient Agency will provide, when appropriate, referrals and resources.

A formal separation process will, at a minimum, consist of the following:

- Written notice which includes date of termination, reason for termination, opportunity for appeal, and, if appropriate, any helpful resources to assist the participating household to maintain housing stability.
- Opportunity to appeal – Participating households which are selected for non-continuation are entitled to request a review of the decision by the Subrecipient Agency with the opportunity to present oral or written objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision. Final decisions regarding the appeal will be provided promptly in writing.

13. **HMIS.** Subrecipient Agencies will report in accordance with the terms of the Subrecipient Agreement. This will include reporting required in the HMIS, unless the Subrecipient Agency is prohibited from entering clients into HMIS (e.g. agencies whose primary mission is to serve victims of domestic violence) and maintains an equivalent database that will be able to meet any HUD required reporting standards.

EXHIBIT B

DuPage County

Tenant Based Rental Assistance (TBRA)

Self-Sufficiency Program

Introduction

The goal of TBRA Program is provide rental assistance, security deposits and supportive services to assist homeless individuals and families in achieving self-sufficiency (herein referred to as “Participant(s)”). TBRA Program rental assistance will be provided with funds received by DuPage County (“County”) under the HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (“HUD”). TBRA funds and program policies will be administered through agencies that have entered into a Subrecipient Agreement with County (each referred to as “Agency”). . Each subrecipient agency administering the TBRA funds will develop a self-sufficiency program plan for each client receiving TBRA assistance to provide the greatest possible support for TBRA participants’ success.

Case Management

Agency Case Managers will take the lead in working with participants. The purpose of case management will be to assist participants in enrolling in mainstream benefits and to engage participants in eviction prevention strategies and may include, but not be limited to:

- Assessment of participant’s health, welfare, education, employment and, if applicable, children’s needs
- Determination of individual goals
- Development of an individualized action plan to help the participant meet his or her needs, solve problems or achieve goals
- Provision of support in-house or referral to community resources and services to achieve objective in the action plan
- Ongoing interaction with the participant and outside resources in the coordination of action plan activities
- Periodic re-evaluation of the participants’ needs and goals and modification of action plan to respond to the current situation
- Advocacy to help the participant obtain services or benefits to which they are entitled
- Intervention during a crisis (i.e., job loss, substance abuse, family violence) to prevent a problem from escalating
- Empowerment of the participant by help them improve coping skills and increase knowledge of community resources and how to use them
- Follow-up to ensure that the participant continues to progress toward meeting needs, solving problems or achieving goals that were identified

Agency Case Managers will assist participants with the TBRA Program application and required documentation to determine income eligibility for the program. The Case Manager, with participant

cooperation and input, will develop a Self-Sufficiency Program plan. The Plan will explicitly outline the goals of the Participant, the immediate and measurable steps to be taken, by whom and in what time frame and the role of the Case Manager in attaining these goals. To ensure that Plans are useful, the Participant will actively participate in the development of the Plan including meeting with a Case Manager, if required under the terms of that Participant's plan.

Independent Living and Employment Skills Training

Participants must be engaged in learning the skills they need to live independently. Each Participant's Plan will include independent living and employment skills training, based on Participant's needs. Such training may include, but not be limited to:

- Housekeeping
- Fire prevention and safety
- Money management
- Household management
- Landlord/tenant issues
- Food and nutrition
- Basic home repair
- How to access social services
- Parenting
- Employment readiness

Only Participant(s) who have fulfilled their obligations under the individual Self-Sufficiency Program plan, who continue to be income eligible for the program, and who have fulfilled their obligations under the TBRA Tenant Agreement will be eligible to apply for recertification and renewal of assistance after the termination of the initial or current period of assistance.

Reporting

As part of periodic outcomes reporting, Agency Case Managers will submit compliance documentation to DuPage County, in the monthly progress reports. Agencies will indicate which Participants are ***compliant*** with Self-Sufficiency Program plans after sixty days of assistance and ninety days prior to the expiration of the Participant's lease. Changes in household income, household composition, or indicators of housing instability may result in DuPage County requesting additional reporting documentation.

Updated: February 2019

EXHIBIT C

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60101

Town - Addison

DHA Studio - \$1,310

DHA 1 Bedroom - \$1,400

DHA 2 Bedroom - \$1,580

DHA 3 Bedroom - \$2,030

DHA 4 Bedroom - \$2,380

DHA 5 Bedroom - \$2,737

DHA 6 Bedroom - \$3,094

ZipCode - 60502

Town - Aurora

DHA Studio - \$1,980

DHA 1 Bedroom - \$2,120

DHA 2 Bedroom - \$2,390

DHA 3 Bedroom - \$3,070

DHA 4 Bedroom - \$3,610

DHA 5 Bedroom - \$4,152

DHA 6 Bedroom - \$4,693

ZipCode - 60504

Town - Aurora

DHA Studio - \$2,145

DHA 1 Bedroom - \$2,310

DHA 2 Bedroom - \$2,640

DHA 3 Bedroom - \$3,366

DHA 4 Bedroom - \$3,971

DHA 5 Bedroom - \$4,567

DHA 6 Bedroom - \$5,162

ZipCode - 60103

Town - Bartlett

DHA Studio - \$1,940

DHA 1 Bedroom - \$2,070

DHA 2 Bedroom - \$2,340

DHA 3 Bedroom - \$3,010

DHA 4 Bedroom - \$3,530

DHA 5 Bedroom - \$4,060

DHA 6 Bedroom - \$4,589

ZipCode - 60106

Town - Bensenville

DHA Studio - \$1,400

DHA 1 Bedroom - \$1,500

DHA 2 Bedroom - \$1,690

DHA 3 Bedroom - \$2,170

DHA 4 Bedroom - \$2,550

DHA 5 Bedroom - \$2,933

DHA 6 Bedroom - \$3,315

ZipCode - 60108

Town - Bloomingdale

DHA Studio - \$1,660

DHA 1 Bedroom - \$1,780

DHA 2 Bedroom - \$2,010

DHA 3 Bedroom - \$2,580

DHA 4 Bedroom - \$3,030

DHA 5 Bedroom - \$3,485

DHA 6 Bedroom - \$3,939

ZipCode - 60188

Town - Carol Stream

DHA Studio - \$1,560

DHA 1 Bedroom - \$1,670

DHA 2 Bedroom - \$1,880

DHA 3 Bedroom - \$2,410

DHA 4 Bedroom - \$2,840

DHA 5 Bedroom - \$3,266

DHA 6 Bedroom - \$3,692

ZipCode - 60514

Town - Clarendon Hills

DHA Studio - \$1,240

DHA 1 Bedroom - \$1,330

DHA 2 Bedroom - \$1,500

DHA 3 Bedroom - \$1,930

DHA 4 Bedroom - \$2,260

DHA 5 Bedroom - \$2,599

DHA 6 Bedroom - \$2,938

ZipCode - 60561

Town - Darien

DHA Studio - \$1,830

DHA 1 Bedroom - \$1,960

DHA 2 Bedroom - \$2,210

DHA 3 Bedroom - \$2,840

DHA 4 Bedroom - \$3,330

DHA 5 Bedroom - \$3,830

DHA 6 Bedroom - \$4,329

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60515

Town - Downers Grove
DHA Studio - \$1,720
DHA 1 Bedroom - \$1,840
DHA 2 Bedroom - \$2,080
DHA 3 Bedroom - \$2,670
DHA 4 Bedroom - \$3,140
DHA 5 Bedroom - \$3,611
DHA 6 Bedroom - \$4,082

ZipCode - 60137

Town - Glen Ellyn
DHA Studio - \$1,340
DHA 1 Bedroom - \$1,430
DHA 2 Bedroom - \$1,620
DHA 3 Bedroom - \$2,080
DHA 4 Bedroom - \$2,440
DHA 5 Bedroom - \$2,806
DHA 6 Bedroom - \$3,172

ZipCode - 60133

Town - Hanover Park
DHA Studio - \$1,590
DHA 1 Bedroom - \$1,700
DHA 2 Bedroom - \$1,920
DHA 3 Bedroom - \$2,470
DHA 4 Bedroom - \$2,900
DHA 5 Bedroom - \$3,335
DHA 6 Bedroom - \$3,770

ZipCode - 60143

Town - Itasca
DHA Studio - \$1,680
DHA 1 Bedroom - \$1,800
DHA 2 Bedroom - \$2,030
DHA 3 Bedroom - \$2,610
DHA 4 Bedroom - \$3,060
DHA 5 Bedroom - \$3,519
DHA 6 Bedroom - \$3,978

ZipCode - 60516

Town - Downers Grove
DHA Studio - \$1,710
DHA 1 Bedroom - \$1,830
DHA 2 Bedroom - \$2,070
DHA 3 Bedroom - \$2,660
DHA 4 Bedroom - \$3,120
DHA 5 Bedroom - \$3,588
DHA 6 Bedroom - \$4,056

ZipCode - 60138

Town - Glen Ellyn
DHA Studio - \$1,650
DHA 1 Bedroom - \$1,760
DHA 2 Bedroom - \$1,990
DHA 3 Bedroom - \$2,560
DHA 4 Bedroom - \$3,000
DHA 5 Bedroom - \$3,450
DHA 6 Bedroom - \$3,900

ZipCode - 60521

Town - Hinsdale
DHA Studio - \$2,110
DHA 1 Bedroom - \$2,260
DHA 2 Bedroom - \$2,570
DHA 3 Bedroom - \$3,280
DHA 4 Bedroom - \$3,870
DHA 5 Bedroom - \$4,451
DHA 6 Bedroom - \$5,031

ZipCode - 60439

Town - Lemont/Woodridge/Willow Springs
DHA Studio - \$1,360
DHA 1 Bedroom - \$1,450
DHA 2 Bedroom - \$1,640
DHA 3 Bedroom - \$2,110
DHA 4 Bedroom - \$2,470
DHA 5 Bedroom - \$2,841
DHA 6 Bedroom - \$3,211

ZipCode - 60126

Town - Elmhurst
DHA Studio - \$1,910
DHA 1 Bedroom - \$2,050
DHA 2 Bedroom - \$2,310
DHA 3 Bedroom - \$2,970
DHA 4 Bedroom - \$3,490
DHA 5 Bedroom - \$4,014
DHA 6 Bedroom - \$4,537

ZipCode - 60139

Town - Glendale Heights
DHA Studio - \$1,660
DHA 1 Bedroom - \$1,780
DHA 2 Bedroom - \$2,010
DHA 3 Bedroom - \$2,580
DHA 4 Bedroom - \$3,030
DHA 5 Bedroom - \$3,485
DHA 6 Bedroom - \$3,939

ZipCode - 60522

Town - Hinsdale
DHA Studio - \$1,650
DHA 1 Bedroom - \$1,760
DHA 2 Bedroom - \$1,990
DHA 3 Bedroom - \$2,560
DHA 4 Bedroom - \$3,000
DHA 5 Bedroom - \$3,450
DHA 6 Bedroom - \$3,900

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60532

Town - Lisle

DHA Studio - \$1,710

DHA 1 Bedroom - \$1,840

DHA 2 Bedroom - \$2,090

DHA 3 Bedroom - \$2,660

DHA 4 Bedroom - \$3,150

DHA 5 Bedroom - \$3,623

DHA 6 Bedroom - \$4,095

ZipCode - 60540

Town - Naperville

DHA Studio - \$1,860

DHA 1 Bedroom - \$1,990

DHA 2 Bedroom - \$2,250

DHA 3 Bedroom - \$2,890

DHA 4 Bedroom - \$3,390

DHA 5 Bedroom - \$3,899

DHA 6 Bedroom - \$4,407

ZipCode - 60565

Town - Naperville

DHA Studio - \$1,860

DHA 1 Bedroom - \$1,990

DHA 2 Bedroom - \$2,250

DHA 3 Bedroom - \$2,890

DHA 4 Bedroom - \$3,390

DHA 5 Bedroom - \$3,899

DHA 6 Bedroom - \$4,407

ZipCode - 60523

Town - Oak Brook

DHA Studio - \$900

DHA 1 Bedroom - \$970

DHA 2 Bedroom - \$1,090

DHA 3 Bedroom - \$1,400

DHA 4 Bedroom - \$1,640

DHA 5 Bedroom - \$1,886

DHA 6 Bedroom - \$2,132

ZipCode - 60148

Town - Lombard

DHA Studio - \$1,780

DHA 1 Bedroom - \$1,900

DHA 2 Bedroom - \$2,150

DHA 3 Bedroom - \$2,760

DHA 4 Bedroom - \$3,240

DHA 5 Bedroom - \$3,726

DHA 6 Bedroom - \$4,212

ZipCode - 60563

Town - Naperville

DHA Studio - \$2,000

DHA 1 Bedroom - \$2,130

DHA 2 Bedroom - \$2,410

DHA 3 Bedroom - \$3,100

DHA 4 Bedroom - \$3,640

DHA 5 Bedroom - \$4,186

DHA 6 Bedroom - \$4,732

ZipCode - 60566

Town - Naperville

DHA Studio - \$1,650

DHA 1 Bedroom - \$1,760

DHA 2 Bedroom - \$1,990

DHA 3 Bedroom - \$2,560

DHA 4 Bedroom - \$3,000

DHA 5 Bedroom - \$3,450

DHA 6 Bedroom - \$3,900

ZipCode - 60172

Town - Roselle

DHA Studio - \$1,700

DHA 1 Bedroom - \$1,820

DHA 2 Bedroom - \$2,060

DHA 3 Bedroom - \$2,630

DHA 4 Bedroom - \$3,100

DHA 5 Bedroom - \$3,565

DHA 6 Bedroom - \$4,030

ZipCode - 60157

Town - Medinah/Bloomingtondale

DHA Studio - \$1,690

DHA 1 Bedroom - \$1,810

DHA 2 Bedroom - \$2,040

DHA 3 Bedroom - \$2,620

DHA 4 Bedroom - \$3,070

DHA 5 Bedroom - \$3,531

DHA 6 Bedroom - \$3,991

ZipCode - 60564

Town - Naperville

DHA Studio - \$2,190

DHA 1 Bedroom - \$2,340

DHA 2 Bedroom - \$2,640

DHA 3 Bedroom - \$3,390

DHA 4 Bedroom - \$3,980

DHA 5 Bedroom - \$4,577

DHA 6 Bedroom - \$5,174

ZipCode - 60567

Town - Naperville

DHA Studio - \$1,610

DHA 1 Bedroom - \$1,720

DHA 2 Bedroom - \$1,940

DHA 3 Bedroom - \$2,490

DHA 4 Bedroom - \$2,930

DHA 5 Bedroom - \$3,370

DHA 6 Bedroom - \$3,809

ZipCode - 60181

Town - Villa Park/Oak Brook Terrace

DHA Studio - \$1,630

DHA 1 Bedroom - \$1,740

DHA 2 Bedroom - \$1,970

DHA 3 Bedroom - \$2,530

DHA 4 Bedroom - \$2,970

DHA 5 Bedroom - \$3,416

DHA 6 Bedroom - \$3,861

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60555

Town - Warrenville
DHA Studio - \$1,790
DHA 1 Bedroom - \$1,910
DHA 2 Bedroom - \$2,160
DHA 3 Bedroom - \$2,770
DHA 4 Bedroom - \$3,260
DHA 5 Bedroom - \$3,749
DHA 6 Bedroom - \$4,238

ZipCode - 60559

Town - Westmont
DHA Studio - \$1,520
DHA 1 Bedroom - \$1,630
DHA 2 Bedroom - \$1,840
DHA 3 Bedroom - \$2,360
DHA 4 Bedroom - \$2,780
DHA 5 Bedroom - \$3,197
DHA 6 Bedroom - \$3,614

ZipCode - 60527

Town - Willowbrook/Burr Ridge
DHA Studio - \$1,770
DHA 1 Bedroom - \$1,910
DHA 2 Bedroom - \$2,170
DHA 3 Bedroom - \$2,760
DHA 4 Bedroom - \$3,270
DHA 5 Bedroom - \$3,761
DHA 6 Bedroom - \$4,251

ZipCode - 60517

Town - Woodridge
DHA Studio - \$1,690
DHA 1 Bedroom - \$1,820
DHA 2 Bedroom - \$2,070
DHA 3 Bedroom - \$2,640
DHA 4 Bedroom - \$3,120
DHA 5 Bedroom - \$3,588
DHA 6 Bedroom - \$4,056

ZipCode - 60185

Town - West Chicago
DHA Studio - \$1,430
DHA 1 Bedroom - \$1,530
DHA 2 Bedroom - \$1,730
DHA 3 Bedroom - \$2,220
DHA 4 Bedroom - \$2,610
DHA 5 Bedroom - \$3,002
DHA 6 Bedroom - \$3,393

ZipCode - 60187

Town - Wheaton
DHA Studio - \$1,760
DHA 1 Bedroom - \$1,890
DHA 2 Bedroom - \$2,130
DHA 3 Bedroom - \$2,740
DHA 4 Bedroom - \$3,210
DHA 5 Bedroom - \$3,692
DHA 6 Bedroom - \$4,173

ZipCode - 60190

Town - Winfield
DHA Studio - \$2,100
DHA 1 Bedroom - \$2,260
DHA 2 Bedroom - \$2,570
DHA 3 Bedroom - \$3,270
DHA 4 Bedroom - \$3,870
DHA 5 Bedroom - \$4,451
DHA 6 Bedroom - \$5,031

ZipCode - 60186

Town - West Chicago
DHA Studio - \$1,650
DHA 1 Bedroom - \$1,760
DHA 2 Bedroom - \$1,990
DHA 3 Bedroom - \$2,560
DHA 4 Bedroom - \$3,000
DHA 5 Bedroom - \$3,450
DHA 6 Bedroom - \$3,900

ZipCode - 60189

Town - Wheaton
DHA Studio - \$1,790
DHA 1 Bedroom - \$1,910
DHA 2 Bedroom - \$2,160
DHA 3 Bedroom - \$2,770
DHA 4 Bedroom - \$3,260
DHA 5 Bedroom - \$3,749
DHA 6 Bedroom - \$4,238

ZipCode - 60191

Town - Wood Dale
DHA Studio - \$1,730
DHA 1 Bedroom - \$1,850
DHA 2 Bedroom - \$2,090
DHA 3 Bedroom - \$2,680
DHA 4 Bedroom - \$3,150
DHA 5 Bedroom - \$3,623
DHA 6 Bedroom - \$4,095

EXHIBIT D



DuPage Housing Authority
711 E Roosevelt Rd, Wheaton, IL 60187 PH:
630.690.3555 FAX: 630.690.0702
www.dupagehousing.org

Kendall Housing Authority
811 W John St., Yorkville, IL
60560 PH: 630.593.8218 FAX:
331.207.8923
www.kendallhousing.org



DUPAGE HOUSING AUTHORITY 2025 UTILITY ALLOWANCE SCHEDULE

EFFECTIVE JANUARY 1, 2025

	0 BR	1	2 BR	3 BR	4 BR	5	6 BR
<u>ELECTRIC</u>							
Lights, etc. (Other Electric)							
(Includes Monthly Electric Fee)							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$35	\$39	\$47	\$55	\$64	\$72	\$77
House (Single Family Detached)	\$44	\$49	\$61	\$73	\$86	\$98	\$105
Cooking - All Unit Types	\$5	\$6	\$8	\$11	\$13	\$16	\$17
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$13	\$15	\$19	\$23	\$28	\$32	\$34
House (Single Family Detached)	\$16	\$19	\$24	\$29	\$34	\$40	\$43
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$22	\$25	\$34	\$44	\$53	\$62	\$67
House (Single Family Detached)	\$51	\$60	\$70	\$80	\$91	\$101	\$109
<u>NATURAL GAS</u>							
Cooking - All Unit Types	\$2	\$2	\$3	\$3	\$5	\$5	\$6
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$4	\$5	\$7	\$9	\$11	\$13	\$15
House (Single Family Detached)	\$5	\$6	\$9	\$11	\$14	\$16	\$17
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$15	\$18	\$21	\$24	\$27	\$30	\$33
House (Single Family Detached)	\$22	\$26	\$30	\$34	\$39	\$43	\$47
Monthly Gas Fee - All Unit Types	\$22	\$22	\$22	\$22	\$22	\$22	\$22
<u>MISCELLANEOUS</u>							
Water - All Unit Types	\$41	\$63	\$79	\$95	\$111	\$127	\$138
Sewer - All Unit Types	\$28	\$24	\$33	\$43	\$52	\$62	\$68
Trash - All Unit Types	\$14	\$24	\$24	\$24	\$24	\$24	\$24
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11	\$11
Air Conditioning							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$3	\$4	\$5	\$7	\$9	\$10	\$11
House (Single Family Detached)	\$3	\$3	\$7	\$11	\$14	\$18	\$20
TOTAL ALLOWANCES							

Effective January 1, 2025

Exhibit E

VIOLENCE, DATING VIOLENCE
OR STALKING

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Form HUD-91067
(9/2008)

Exhibit F
DUPAGE COUNTY CONSORTIUM EMERGENCY TRANSFER PLAN
FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, AND STALKING

DuPage County, by and through its Community Services Department, Community Development Commission (CDC) (collectively, the “County”) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act of 1994, as amended (“VAWA”), the County allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. VAWA protections are not limited to women. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that relevant housing programs within the DuPage County Consortium area are in compliance with VAWA.

Relevant HUD programs for the County are: (i) the HOME Investment Partnerships (HOME) program, (ii) the Emergency Solutions Grants (ESG) program, and (iii) the Continuum of Care (CoC) program (collectively, “HUD Programs”). For purposes of this Plan, eligible housing within DuPage County, and eligible housing located within the DuPage County Consortium area, that is supported by funding provided through any of these three HUD Programs, shall be called “HUD Program-Supported Housing.”

Definitions

- **HUD Program-Supported Housing Provider** means Developer, Owner, and/or Sponsor of HOME-assisted properties, and ESG and CoC delegate agencies.
- **Eligible Person** refers to someone residing in HUD Program-Supported Housing who is a victim of domestic violence, dating violence, sexual assault, or stalking, or an affiliated individual as those terms are defined in the VAWA Implementing Regulations.
- **External Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
- **Internal Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
- **Safe Unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form HUD-5382).

DuPage County and the CDC are not landlords, nor do they operate any HUD Program-Supported

Housing directly. Therefore, the County will undertake the following actions under this Plan, however, nothing in this Plan is intended to supersede any eligibility or other occupancy requirements that may apply under any individual HUD Program-Supported Housing program.

This plan may be amended, from time to time, by the County.

Eligibility for Emergency Transfers

A tenant, even those not in good standing, may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the *Notice of Occupancy Rights Under the Violence Against Women Act*, Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and the County must provide a copy if requested.

HUD-Program Supported Housing Providers may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

1. The tenant (or their household member) is a victim of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; **AND**
3. **EITHER**
 - a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they (or their household member) stays in the same dwelling unit; **OR**
 - b. If the tenant (or their household member) is a victim of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

The County and HUD-Program Supported Housing Providers, in response to an emergency transfer request, will not evaluate whether the tenant (Eligible Person) is in good standing with the HUD Program-Supported Housing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

Assisting HUD Program-Supported Housing Providers in Fulfilling Their VAWA Responsibilities

The County, through its contractual relationships with HUD Program-Supported Housing Providers, such as the Developers, Owners and/or Sponsors of HOME-assisted properties and ESG and CoC delegate agencies, will undertake to assist them in fulfilling their VAWA responsibilities generally. This will include:

- Adding requisite text concerning VAWA, including changes to tenant lease addenda and lease bifurcation text, to delegate agency agreements, HOME regulatory agreements, and the like;
- Ensuring that HUD Program-Supported Housing Providers give priority to Eligible Persons who qualify for an emergency transfer over other categories of tenants seeking transfers and individuals seeking placement on waiting lists;
- Maintaining a list of HOME-assisted units and making the list available to HUD Program-Supported Housing Providers and/or tenants requesting an emergency transfer;
- Seeking confirmation that covered housing providers have an emergency transfer plan in place, and that

they have provided all required VAWA information to all appropriate tenants and applicants; and collecting from covered housing providers all information that the County is required to collect under the implementing regulations.

To ensure that the County can meet these responsibilities, each HUD Program-Supported Housing provider must communicate with the County regarding VAWA compliance within its program. On an annual basis or when requested, typically during monitoring, HUD Program-Supported Housing providers must share the information included above, including any individualized Emergency Transfer Plan for the program, updated leasing documents, any tenant selection plan or other tenant prioritization plan, and any de-identified data regarding VAWA compliance as required under the law.

Emergency Transfer Policies

The County requires HUD Program-Supported Housing Providers to act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

When the HUD Program-Supported Housing provider reviews the Eligible Person's transfer request, it will inquire and document where the Eligible Person believes it would be reasonable and safe to transfer to.

Upon receipt of an Eligible Person's full request to emergency transfer, absent any conflicting or missing information, the HUD Program-Supported Housing provider will approve or disapprove the Eligible Person's request within five business days.

Upon approving a request for emergency transfer, the HUD Program-Supported Housing provider will attempt to identify an alternative dwelling unit or placement, exhausting all resources available. The HUD Program-Supported Housing provider will confirm whether it has available internal units (utilizing the resources available through the current program or other programs that are County-funded within its housing portfolio) within five business days and communicate with the Eligible Person to determine if any of the available units are safe and reasonable to move to. If the unit is a safe unit for the Eligible Person, the HUD Program-Supported Housing provider will coordinate with its staff and the Eligible Person to coordinate the emergency transfer. If a HUD Program-Supported Housing provider identifies an available unit and the Eligible Person believes that unit would not be safe, they may request a transfer to a different unit.

To request an emergency transfer, the Eligible Person should follow the procedures listed for the particular HUD Program that provides the Eligible Person's housing. Information specific to each program should also be listed in the Eligible Person's lease and/or notice for reference. Please also see the Emergency Transfer Request Documentation section below.

An Eligible Person who requests an emergency transfer due to VAWA violence/abuse is considered a high-priority transfer and HUD Program-Supported Housing providers should make all attempts to expedite the move process. Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. HUD Program-Supported Housing providers should update their Tenant Selection Plans and other property-specific documents to be consistent with this definition and process for an internal transfer.

HUD Program-Supported Housing providers should provide copies of the document(s) that identify the

positions responsible for reviewing and approving emergency transfer requests, facilitating the emergency transfer process, and ensuring that VAWA requests are kept confidential and separate from main tenant files. HUD Program-Supported Housing providers should also be sure to account for staff turnover and rule changes by providing regular updates to tenants when the above positions change. HUD Program-Supported Housing providers will update these documents with the County annually, or whenever the position or policies surrounding emergency transfers changes.

Internal Transfers – When a Safe Unit is Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider's property portfolio, the HUD Program-Supported Housing provider will facilitate the provision of VAWA protections for the Eligible Person as set out in the program-specific regulations below.

The County directs HUD Program-Supported Housing providers to treat emergency transfers within its housing portfolio, or another unit funded by the HUD Program-Supported Housing, as an internal transfer, where an Eligible Person will not be treated as a new applicant and will follow the timeline and procedures identified within this Plan. Even for these internal transfers, an Eligible Person may need to complete a housing application, sign a new lease, or complete other essential documentation to relocate to a new unit. However, they will not be treated as a new applicant, have to undergo an application process, and/or be added to a waitlist.

Internal Transfers – When a Safe Unit is Not Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider's property portfolio, but the HUD Program-Supported Housing Provider does not have a safe unit available, the HUD Program-Supported Housing Provider shall give the Eligible Person priority over all others when the next unit becomes available. The HUD Program-Supported Housing Provider shall notify the County that no internal emergency transfer is available.

If the Eligible Person wishes to move forward with an external transfer in lieu of waiting for the next available unit to become available for an internal transfer, the HUD Program-Supported Housing Provider will support an external transfer for the Eligible Person, as outline below under "External Transfers".

The County recognizes an Eligible Person's right to choose a unit that is safe to them. The County is aware that nothing precludes an Eligible Person from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

External Transfers

If the HUD Program-Supported Housing provider cannot transfer an Eligible Person within their property portfolio within a reasonable timeframe, or the available unit is not deemed safe by the Eligible Person, it will support the Eligible Person in connecting with an external transfer, as described within the procedures herein. HUD Program-Supported Housing providers will not penalize an Eligible Person requiring an external emergency transfer with any unlawful fees or penalties in relation to their required move and will comply with all federal, state, and local protections for survivors of VAWA violence/abuse, including the Illinois Safe Homes Act, the Fair Housing Act, and the Illinois Human Rights Act.

For external transfers, the HUD Program-Supported Housing provider cannot guarantee the timeframe in

which a new unit will be available beyond the Emergency Transfer Plan's requirement that the HUD Program-Supported Housing provider attempt to identify a new unit as quickly as possible. However, the HUD Program-Supported Housing provider should respond to the transfer request within five business days to update the Eligible Person on the process and anticipated time frame.

HUD Program-Supported Housing Provider's will provide Eligible Person's with referrals to community partners and assist in identifying external affordable housing options, which may be done, in part, through utilization of the County's 211 system. Outreach will also be made to Family Shelter Services of Metropolitan Family Services DuPage and other organizations aiding victims of domestic violence, dating violence, sexual assault, or stalking.

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. HUD Program-Supported Housing Providers may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

**Emergency Transfer Plan Procedures for each HUD Program-Supported Housing Program
*HOME Investment Partnerships (HOME) Program:***

If an Eligible Person in a HOME-assisted unit seeks VAWA protections under 24 CFR § 92.359, the request may be made through the Eligible Person's housing or facility owner, or manager. The owner of HOME-assisted rental housing must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants upon admission or denied admission to a HOME-assisted unit, and with any notification of eviction from a HOME-assisted unit.

DuPage County operates a HOME Tenant-Based Rental Assistance (TBRA) program through Subrecipient agencies which are also HUD Program-Supported Housing Providers. These Subrecipient HUD Program-Supported Housing Providers must similarly provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants for HOME TBRA when HOME TBRA rental assistance is approved or denied, with notification of termination of HOME TBRA, and with any notification of eviction.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Solutions Grant (ESG) Program

If an Eligible Person in an ESG program seeks VAWA protections under 24 CFR § 576.409, the request may be made through the housing owners, or Eligible Person's ESG recipient or subrecipient administering ESG rental assistance, or HUD Program-Supported Housing Provider.

The recipient or subrecipient of ESG must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants when denied ESG rental assistance, when an application for a unit receiving project-based rental assistance is denied, when ESG rental assistance begins to be received, upon notification of termination of ESG rental assistance, and upon notification of eviction.

As of the drafting of this Plan, the County nor its ESG subrecipient's provide ESG funding in the form of project-based rental assistance. If a tenant resides in a project-based rental assistance unit and a safe unit is not immediately available for an internal emergency transfer, the tenant shall have priority over all other applicants for tenant-based rental assistance, utility assistance, and units for which project-based rental assistance is provided.

If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were on the original lease, then they will continue to receive tenant-based rental assistance, for which they are eligible. If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were not on the original lease, then they may apply for ESG tenant-based rental assistance but will not receive any priority.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Continuum of Care (CoC)

The CoC has adopted this DuPage County Consortium Emergency Transfer Plan, and recipients and subrecipients in the CoC must follow this plan. If an Eligible Person in a CoC program seeks VAWA protections under 24 CFR § 578.99(j), the request may be made through the owner or landlord, recipient, or subrecipient of CoC program funding.

For CoC-assisted housing arrangements, the Eligible Person or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under the CoC program, provided that: the Eligible Person or family meets all eligibility criteria by Federal law or regulation or HUD NOFA; and the Eligible Person or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1), (4), (6), or (7). The Eligible Person or family shall not be required to meet any other eligibility criteria or preferences for the project. The Eligible Person or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

The CoC recipient must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) to applicants and tenants upon denial of permanent or transitional housing, upon admission to permanent or transitional housing, upon notification of eviction, and upon notification of termination of assistance.

If a family who is receiving tenant-based rental assistance separates to effect an emergency transfer, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed. If a family living in permanent supportive housing separates and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project as provided under § 578.75(j). Otherwise, if a family living in a project funded under this part separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify staff of their HUD Program-Supported Housing Provider, which includes staff on-site at the property. Staff shall immediately notify the Eligible Person of their right to an emergency transfer by making available a copy of the HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, in the primary language of the tenant. If the HUD Program-Supported Housing Provider does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, the HUD Program-Supported Housing Provider may ask for this documentation in accordance with 24 CFR 5.2007. Unless the HUD Program-Supported Housing Provider receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), the HUD Program-Supported Housing Provider cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. The HUD Program-Supported Housing Provider will provide reasonable accommodations to this policy for individuals with disabilities.

The tenant's written request for an emergency transfer must include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member stays in the same dwelling unit), **or** a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* may be used for making a written request for an emergency transfer.

The HUD Program-Supported Housing Provider may request, in writing, documentation of VAWA violence or abuse. It is at the discretion of the tenant what documentation to provide. The tenant shall have a minimum of 14 days to provide documentation. The HUD Program-Supported Housing Provider is in no way required to request documentation. The following are acceptable forms of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped the tenant address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both the tenant and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows the tenant (or a household member) are a victim of VAWA violence/abuse; or
- If permitted by the HUD Program-Supported Housing Provider, a statement or other evidence provided by the tenant.

Priority for Transfers

Due to the urgent safety risks involved in VAWA violence/abuse, Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. These priorities are also noted above under the

Emergency Transfer Procedures section.

Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, the HUD Program-Supported Housing Provider and/or County must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information should be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5382) and the *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by the HUD Program-Supported Housing Provider and/or County employees or contractors if explicitly authorized by the HUD Program-Supported Housing Provider and/or County for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse. Accordingly, for tenant-based subsidies provided by HUD Program-Supported Housing, providers must also maintain confidentiality and consider safety risks and concerns in communicating with landlords working with their program.

Emergency Transfer Procedure

The County and HUD Program-Supported Housing Providers cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. HUD Program-Supported Housing Providers will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If a HUD Program-Supported Housing Provider identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. HUD Program-Supported Housing Providers may be unable to transfer a tenant and their household to a particular unit if the tenant and their household have not established or cannot establish eligibility for that unit.

If HUD Program-Supported Housing Providers do not have any safe and available units for which the tenant is eligible, HUD Program-Supported Housing Providers will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HUD Program-Supported Housing Providers will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are referenced in this plan.

Making the Emergency Transfer Plan Available

The County will make this Emergency Transfer Plan available upon request and publicly available as part

of the CDC's Policy Manual, which can be found on the County's website:

https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/policy_groups_meetings_and_manual.php

Upon request, reasonable accommodations will be provided to ensure effective communication with individuals with disabilities. This Emergency Transfer Plan and referenced HUD forms will be made available in alternative accessible forms for persons with disabilities, upon request. VAWA forms will also be available in languages outlined in the County's Language Access Plan.

Safety and Security of Tenants

When HUD Program-Supported Housing Providers receives any inquiry or request regarding an emergency transfer, the HUD Program-Supported Housing Provider will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, tenants are not required to receive guidance or assistance from a victim service provider. For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

National Resources

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline by calling 1-800-799-SAFE (7233), via text by texting "START" to 88788, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, the National Domestic Violence Hotline can be accessed through the webpage <https://www.thehotline.org/>, via text by texting "START" to 88788, or by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's (RAINN) National Sexual Assault Hotline at 800-656-HOPE (4673), may text "HOPE" to 64673, or visit the online hotline at <https://rainn.org/help-and-healing/hotline/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime Victim Connect Resource Center by calling or texting 1-855-4VICTIM (855-484-2846) or by visiting the webpage at <https://victimconnect.org/>.

Local Resources

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.
Family Shelter Service of Metropolitan Family Services DuPage
Hotline: 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.
YWCA Metropolitan Chicago
Hotline: 888-293-2080