

Before Starting the CoC Application

You must submit all three of the following parts in order for us to consider your Consolidated Application complete:

1. the CoC Application,
2. the CoC Priority Listing, and
3. all the CoC's project applications that were either approved and ranked, or rejected.

As the Collaborative Applicant, you are responsible for reviewing the following:

1. The FY 2022 CoC Program Competition Notice of Funding Opportunity (NOFO) for specific application and program requirements.
2. The FY 2022 CoC Application Detailed Instructions which provide additional information and guidance for completing the application.
3. All information provided to ensure it is correct and current.
4. Responses provided by project applicants in their Project Applications.
5. The application to ensure all documentation, including attachment are provided.

Your CoC Must Approve the Consolidated Application before You Submit It
- 24 CFR 578.9 requires you to compile and submit the CoC Consolidated Application for the FY 2022 CoC Program Competition on behalf of your CoC.

- 24 CFR 578.9(b) requires you to obtain approval from your CoC before you submit the Consolidated Application into e-snaps.

Answering Multi-Part Narrative Questions

Many questions require you to address multiple elements in a single text box. Number your responses to correspond with multi-element questions using the same numbers in the question. This will help you organize your responses to ensure they are complete and help us to review and score your responses.

Attachments

Questions requiring attachments to receive points state, "You Must Upload an Attachment to the 4B. Attachments Screen." Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process. Include a cover page with the attachment name.

- Attachments must match the questions they are associated with—if we do not award points for evidence you upload and associate with the wrong question, this is not a valid reason for you to appeal HUD's funding determination.

- We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).

1A. Continuum of Care (CoC) Identification

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1A-1. CoC Name and Number: MI-501 - Detroit CoC

1A-2. Collaborative Applicant Name: Homeless Action Network of Detroit

1A-3. CoC Designation: CA

1A-4. HMIS Lead: Homeless Action Network of Detroit

1B. Coordination and Engagement–Inclusive Structure and Participation

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
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- Frequently Asked Questions

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|--------------|--|--|
| 1B-1. | Inclusive Structure and Participation–Participation in Coordinated Entry. | |
| | NOFO Sections VII.B.1.a.(1), VII.B.1.e., VII.B.1.p., and VII.B.1.r. | |
| | In the chart below for the period from May 1, 2021 to April 30, 2022: | |
| | 1. select yes or no in the chart below if the entity listed participates in CoC meetings, voted—including selecting CoC Board members, and participated in your CoC’s coordinated entry system; or | |
| | 2. select Nonexistent if the organization does not exist in your CoC’s geographic area: | |

| | Organization/Person | Participated in CoC Meetings | Voted, Including Electing CoC Board Members | Participated in CoC’s Coordinated Entry System |
|-----|---|------------------------------|---|--|
| 1. | Affordable Housing Developer(s) | Yes | Yes | Yes |
| 2. | Agencies serving survivors of human trafficking | Yes | Yes | Yes |
| 3. | CDBG/HOME/ESG Entitlement Jurisdiction | Yes | Yes | Yes |
| 4. | Disability Advocates | Yes | Yes | No |
| 5. | Disability Service Organizations | Yes | Yes | No |
| 6. | EMS/Crisis Response Team(s) | No | No | No |
| 7. | Homeless or Formerly Homeless Persons | Yes | Yes | Yes |
| 8. | Hospital(s) | No | No | Yes |
| 9. | Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations) | Nonexistent | No | No |
| 10. | Law Enforcement | Yes | No | Yes |
| 11. | Lesbian, Gay, Bisexual, Transgender (LGBTQ+) Advocates | Yes | Yes | Yes |
| 12. | LGBTQ+ Service Organizations | Yes | Yes | Yes |
| 13. | Local Government Staff/Officials | Yes | Yes | Yes |
| 14. | Local Jail(s) | No | No | Yes |
| 15. | Mental Health Service Organizations | Yes | Yes | Yes |
| 16. | Mental Illness Advocates | Yes | Yes | Yes |

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|-----|---|-----|-----|-----|
| 17. | Organizations led by and serving Black, Brown, Indigenous and other People of Color | Yes | Yes | Yes |
| 18. | Organizations led by and serving LGBTQ+ persons | Yes | Yes | Yes |
| 19. | Organizations led by and serving people with disabilities | Yes | Yes | Yes |
| 20. | Other homeless subpopulation advocates | Yes | Yes | Yes |
| 21. | Public Housing Authorities | Yes | Yes | Yes |
| 22. | School Administrators/Homeless Liaisons | Yes | No | Yes |
| 23. | State Domestic Violence Coalition | Yes | Yes | Yes |
| 24. | State Sexual Assault Coalition | Yes | Yes | Yes |
| 25. | Street Outreach Team(s) | Yes | Yes | Yes |
| 26. | Substance Abuse Advocates | Yes | Yes | Yes |
| 27. | Substance Abuse Service Organizations | Yes | Yes | Yes |
| 28. | Victim Service Providers | Yes | Yes | Yes |
| 29. | Domestic Violence Advocates | Yes | Yes | Yes |
| 30. | Other Victim Service Organizations | Yes | Yes | Yes |
| 31. | Youth Advocates | Yes | Yes | Yes |
| 32. | Youth Homeless Organizations | Yes | Yes | Yes |
| 33. | Youth Service Providers | Yes | Yes | Yes |
| | Other: (limit 50 characters) | | | |
| 34. | Legal Aid Providers with homeless preference | Yes | Yes | Yes |
| 35. | Workforce development | Yes | Yes | Yes |

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| 1B-2. | Open Invitation for New Members. | |
| | NOFO Section VII.B.1.a.(2) | |

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| | Describe in the field below how your CoC: |
| 1. | communicated a transparent invitation process annually (e.g., communicated to the public on the CoC's website) to solicit new members to join the CoC; |
| 2. | ensured effective communication with individuals with disabilities, including the availability of accessible electronic formats; |
| 3. | invited organizations serving culturally specific communities experiencing homelessness in the geographic area to address equity (e.g., Black, Latino, Indigenous, LGBTQ+, and persons with disabilities). |

(limit 2,500 characters)

1. The CoC has two decision-making bodies: the CoC board and general membership. Membership in the CoC is open to any entity committed to preventing and ending homelessness. The CoC uses social media, enewsletters, and the CoC Lead Agency’s website to inform the public of membership opportunities.
2. All materials are publicly posted in PDF prior to meetings to promote accessibility. Additional formats can be made available upon request. The CoC uses the Accessibility Checker to ensure that accessibility for disabled persons are maximized. Low contrast colors are used for presentations, font size and graphics are carefully considered, and tables are easy to follow.
3. The CoC has several organizations heavily engaged in the CoC that serve culturally specific populations. These include an organization whose services are targeted to the Arab-American community; an organization that serves people whose countries of origin are outside of the U.S. and are seeking asylum in the U.S.; and an organization whose services are targeted to the LGBTQ+ community. These organizations give voice to populations underrepresented in the CoC decision-making process.

Additionally, the CoC has 2 seats on the CoC Board for people with lived expertise of homelessness. The CoC also has an active Youth Action Board. Recruitment is set by the youth and is conducted through word of mouth, flyers, local service providers, e-newsletter, social media and at meetings. In 2020, the CoC developed an Advisory Group of people with lived expertise. Currently, the CoC Lead Agency has a staff position dedicated to staffing the Advisory Group and promoting engagement with persons with lived experience.

In 2021, the CoC began a public comment time at Board and General Membership meetings, and people with lived experience of homelessness who have otherwise been unknowledgeable of these meetings are now coming to advocate for themselves regarding their experiences with the homeless system in Detroit.

In 2020 and 2021, the Detroit CoC engaged National Innovation Service (NIS) to advance its priorities on equity and inclusion. NIS’ work focused on learning from a broad range of stakeholders how Detroit’s homeless response system can move forward more equitably and center persons who have experienced homelessness. As a result of this work, the CoC developed Housing Justice Roadmap and a vision for the Detroit CoC that is grounded in equity.

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| 1B-3. | CoC’s Strategy to Solicit/Consider Opinions on Preventing and Ending Homelessness. | |
| | NOFO Section VII.B.1.a.(3) | |
| | Describe in the field below how your CoC: | |
| | 1. solicited and considered opinions from a broad array of organizations and individuals that have knowledge of homelessness, or an interest in preventing and ending homelessness; | |
| | 2. communicated information during public meetings or other forums your CoC uses to solicit public information; and | |
| | 3. took into consideration information gathered in public meetings or forums to address improvements or new approaches to preventing and ending homelessness. | |

(limit 2,500 characters)

1. The CoC has two decision-making bodies: the CoC board and general membership. The board and general membership include service provider organizations, persons with lived experience, public officials, local public housing authorities, and other stakeholders. Membership in the CoC is open to any entity that has a commitment to preventing and ending homelessness. The CoC is committed to transparency and input from all entities. The CoC solicits feedback and opinions via: committee input into document/materials, public comment periods, and focus groups or other meetings. The CoC uses social media, newsletters, and the CoC Lead Agency’s website to inform the public of input opportunities. All materials are also posted to the website.

2. Information is communicated at public meetings/forums verbally typically with an accompanying PowerPoint presentation and/or handouts. Materials and minutes from meetings are emailed out before or after the meeting and posted to the CoC Lead Agency’s website. Over this past year, the CoC has incorporated time into Board and General Membership meetings for public comment. People with lived experience of homelessness who have otherwise been unknowledgeable of these meetings are now coming to advocate for themselves regarding their experiences with the homeless system within the Detroit CoC.

3. Policies, governance documents, community procedures and other materials that directly affect homeless service provision are developed with the input of the community. The CoC’s two decision-making bodies also have committees who are the action planning components of the Continuum. Committee membership and/or participation is likewise open to any entity that has a commitment to preventing and ending homelessness. In the committees, strategies which are discussed in the public meetings are developed, deepened and expanded into approved timed workplans and eventual products. Products from the committees are then brought back to the two decision making bodies for further feedback and approval prior to implementation. Public comment periods are also held to receive input from non-committee members. Input from the people with lived experience of homelessness has generated change in CoC Board and General Membership norms and structure. The Detroit Advisor’s Group, which is comprised of persons with lived experience of homelessness, has been instrumental in inciting change in CoC policies, community procedures, and other documents.

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| 1B-4. | Public Notification for Proposals from Organizations Not Previously Awarded CoC Program Funding. | |
| | NOFO Section VII.B.1.a.(4) | |
| | Describe in the field below how your CoC notified the public: | |
| 1. | that your CoC will consider project applications from organizations that have not previously received CoC Program funding; | |
| 2. | about how project applicants must submit their project applications—the process; | |
| 3. | about how your CoC would determine which project applications it would submit to HUD for funding; and | |
| 4. | how your CoC effectively communicated with individuals with disabilities, including making information accessible in electronic formats. | |
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(limit 2,500 characters)

1. The public was notified applications were being accepted via the CoC's email listserv and by posting the Request for Proposals (RFP) to the Collaborative Applicant's website. The RFP clearly indicates the CoC accepts proposals for new project funding from agencies that have not previously received CoC funding. The RFP is publicly accessible on the Collaborative Applicant's website. Potential applicants also learn of the opportunity to apply via word-of-mouth from other providers and contact the CoC Lead Agency via phone or email for more details, which are then provided to them. Informational webinars on the RFP and application process are held so any interested applicant can learn more. The date, time, and registration links for these webinars are communicated via the email listserv and posted to the website. In June 2022, the CoC held a special webinar on an introduction to receiving CoC funding that was well attended. This webinar provided a high-level overview of what an agency could expect if they applied for, and received, CoC funding. The goal of this webinar was to encourage non-CoC funded agencies to apply for CoC funding by helping to build understanding of the CoC program. Recordings of all webinars are posted to the website for later viewing. In 2022, the CoC received 3 applications from agencies that have never received CoC funding.

2. The RFP and webinars instruct applicants on application submission process. Applicants are instructed where to find application materials (on Collaborative Applicant's website), how to submit those materials (via email to Collaborative Applicant staff) and submission deadlines.

3. The RFP details how applications would be selected to be submitted to HUD. All applications are evaluated and scored against criteria published in the RFP. Renewal projects that pass the scoring threshold, or are granted an appeal, are submitted for funding. New projects are evaluated on applicant experience and capacity, project description, and project alignment with CoC needs & priorities. A committee reviews and scores the applications. Based on project scores and amount of funding available, the committee recommends to the CoC board on which new project(s) should be submitted. The CoC board makes final decisions on which applications are submitted.

4. All materials are made available electronically. Accommodations for persons with disabilities, including materials in other formats, will be provided upon request.

1C. Coordination and Engagement

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

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| 1C-1. | Coordination with Federal, State, Local, Private, and Other Organizations. | |
| | NOFO Section VII.B.1.b. | |
| | In the chart below: | |
| | 1. select yes or no for entities listed that are included in your CoC's coordination, planning, and operations of projects that serve individuals, families, unaccompanied youth, persons who are fleeing domestic violence who are experiencing homelessness, or those at risk of homelessness; or | |
| | 2. select Nonexistent if the organization does not exist within your CoC's geographic area. | |

| | Entities or Organizations Your CoC Coordinates with for Planning or Operations of Projects | Coordinates with the Planning or Operations of Projects? |
|-----|---|--|
| 1. | Funding Collaboratives | Yes |
| 2. | Head Start Program | Yes |
| 3. | Housing and services programs funded through Local Government | Yes |
| 4. | Housing and services programs funded through other Federal Resources (non-CoC) | Yes |
| 5. | Housing and services programs funded through private entities, including Foundations | Yes |
| 6. | Housing and services programs funded through State Government | Yes |
| 7. | Housing and services programs funded through U.S. Department of Health and Human Services (HHS) | Yes |
| 8. | Housing and services programs funded through U.S. Department of Justice (DOJ) | Yes |
| 9. | Housing Opportunities for Persons with AIDS (HOPWA) | Yes |
| 10. | Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations) | Nonexistent |
| 11. | Organizations led by and serving Black, Brown, Indigenous and other People of Color | Yes |
| 12. | Organizations led by and serving LGBTQ+ persons | Yes |
| 13. | Organizations led by and serving people with disabilities | Yes |
| 14. | Private Foundations | Yes |
| 15. | Public Housing Authorities | Yes |
| 16. | Runaway and Homeless Youth (RHY) | Yes |
| 17. | Temporary Assistance for Needy Families (TANF) | Yes |
| | Other:(limit 50 characters) | |

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| 18. | | |
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| 1C-2. | CoC Consultation with ESG Program Recipients. | |
| | NOFO Section VII.B.1.b. | |

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| Describe in the field below how your CoC: | |
| 1. | consulted with ESG Program recipients in planning and allocating ESG and ESG-CV funds; |
| 2. | participated in evaluating and reporting performance of ESG Program recipients and subrecipients; |
| 3. | provided Point-in-Time (PIT) count and Housing Inventory Count (HIC) data to the Consolidated Plan jurisdictions within its geographic area; and |
| 4. | provided information to Consolidated Plan Jurisdictions within your CoC's geographic area so it could be addressed in Consolidated Plan update. |

(limit 2,500 characters)

1. The CoC Lead consulted regularly with the City of Detroit (ESG/ESG-CV recipient) to plan for ESG and ESG-CV funds. Over the past year, one-hour bi-weekly meetings were held to plan for the most strategic use of the funds. The CoC Lead agency is the fiduciary of State ESG and ESG-CV funds, and likewise consulted with stakeholders at these bi-weekly meetings as needed on the use of these funds. The CoC Lead and the City of Detroit also meet monthly to discuss system-level needs in the CoC. Discussions on uses of funds consider data, other funding available, and how funds could meet CoC's strategic priorities. Staff from the CoC Lead agency participate in the annual review of applications for City ESG and CDBG homeless program funding.

2. Starting in 2021, quarterly performance data for all ESG/ESG-CV funded projects was reported to the CoC's Performance and Evaluation committee for review and recommendations. The CoC Lead provides HMIS support for the City of Detroit's monitoring of ESG/ESG-CV subrecipients, including generating quarterly performance reports. The CoC Lead provides feedback to the subgrantees, the State ESG recipient, and the City of Detroit on data quality and completeness. The CoC Lead conducts an annual audit of the subrecipient of the State ESG funds. The CoC Lead assists the State and City of Detroit in their submission of the ESG CAPER. Lastly, the CoC Lead and the City of Detroit jointly developed CoC written standards and policies/procedures for ESG funded shelters and RRH projects. Projects are evaluated against these standards and policies/procedures.

3. PIT and HIC data were provided via email to the City of Detroit, the sole Con Plan Jurisdiction in the CoC. The data is also posted publicly on the CoC Lead Agency's website.

4. The CoC Lead meets with the City of Detroit monthly & participates in the annual Con Plan process. The CoC provides data as requested/needed for the Con Plan. The CoC Lead produces an annual State of the Homelessness Report which is posted publicly on the CoC Lead agency website and provides local homelessness data utilized by the City of Detroit in the Con Plan as well.

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| 1C-3. | Ensuring Families are not Separated. | |
| | NOFO Section VII.B.1.c. | |

Select yes or no in the chart below to indicate how your CoC ensures emergency shelter, transitional housing, and permanent housing (PSH and RRH) do not deny admission or separate family members regardless of each family member's self-reported sexual orientation and gender identity:

| | | |
|----|---|-----|
| 1. | Conducted mandatory training for all CoC- and ESG-funded service providers to ensure families are not separated. | Yes |
| 2. | Conducted optional training for all CoC- and ESG-funded service providers to ensure families are not separated. | Yes |
| 3. | Worked with ESG recipient(s) to adopt uniform anti-discrimination policies for all subrecipients. | Yes |
| 4. | Worked with ESG recipient(s) to identify both CoC- and ESG-funded facilities within your CoC's geographic area that might be out of compliance and took steps to work directly with those facilities to bring them into compliance. | Yes |
| 5. | Sought assistance from HUD by submitting AAQs or requesting technical assistance to resolve noncompliance of service providers. | Yes |
| 6. | Other. (limit 150 characters) | |
| | | |

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| 1C-4. | CoC Collaboration Related to Children and Youth—SEAs, LEAs, School Districts. | |
| | NOFO Section VII.B.1.d. | |

Select yes or no in the chart below to indicate the entities your CoC collaborates with:

| | | |
|----|------------------------------|-----|
| 1. | Youth Education Provider | Yes |
| 2. | State Education Agency (SEA) | Yes |
| 3. | Local Education Agency (LEA) | Yes |
| 4. | School Districts | Yes |

| | | |
|--------|---|--|
| 1C-4a. | Formal Partnerships with Youth Education Providers, SEAs, LEAs, School Districts. | |
| | NOFO Section VII.B.1.d. | |

Describe in the field below the formal partnerships your CoC has with at least one of the entities where you responded yes in question 1C-4.

(limit 2,500 characters)

The Detroit CoC Governance charter includes an appointed seat on the Detroit CoC board for the McKinney-Vento Homeless Liaison from the local public school district.

In addition to having a seat on the CoC board, the CoC works with education providers in a number of different capacities.

The CoC works with our Regional Educational Service Provider (RESA). When families with minor children access CE, they are referred to the RESA to ensure they receive the educational services they are eligible for. This partnership is continuously evolving, particularly with improving communication loops with homeless service providers after referrals to the RESA are made.

The Detroit CoC works closely with our RESA which provides a broad range of services and support to Wayne County's 33 school districts. In the past, the Detroit CoC has partnered with the University of MI on a project to improve the identification of homeless children in all of Detroit's schools to ensure they are linked with necessary educational and housing supports.

Over the past 18 months, the Detroit CoC developed a Coordinated Community Plan (CCP) to End Homelessness in response to our community's being awarded YHDP funding. Several stakeholders from the educational system were a part of the development of this system-wide strategic plan for ending youth homelessness. These stakeholders included Detroit Public Schools, Wayne Regional Educational Service Provider, and several early childhood educators. An educational workgroup was convened to develop a specific educational focused goal in the CCP. The current YHDP Core Team (which provides on-going oversight to the implementation of the CCP) includes the Wayne Regional Educational Service Provider and a higher education representative.

The development of the CCP also included two educational convenings to strategically plan for improving access to, and provision of, educational opportunities for young people experiencing homelessness. These convenings occurred in May and August of 2022, and included participants from various educational sectors, including the Michigan Department of Education and local public schools. Plans are underway to continue these types of convening going forward.

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| 1C-4b. | Informing Individuals and Families Experiencing Homelessness about Eligibility for Educational Services. | |
| | NOFO Section VII.B.1.d. | |

Describe in the field below written policies and procedures your CoC adopted to inform individuals and families who become homeless of their eligibility for educational services.

(limit 2,500 characters)

The Detroit Public School Community District (DPSCD) Liaison - who is a member of the Detroit CoC's YHDP Educational Committee and Shelter Workgroup - places educational rights posters in all of the City of Detroit's Recreation Offices, Libraries, and shelters. Posters are also placed in all DPSCD schools and administrative buildings. The liaison also presents at various CoC meetings to explain the educational rights of homeless children and inform homeless providers on what enrollment assistance the district provides for these students. The CoC communicates with the district liaison regarding any educational matters pertaining to homeless children and youth including unaccompanied homeless and runaway youth.

Additionally, when households with school-aged children (ages 0-26), access Coordinated Entry, they are asked a series of questions related to school enrollment and referred to a local provider to ensure they are linked with the McKinney Vento Homeless Liaison and receive the educational services for which they are eligible. Since beginning this referral process in the Fall of 2019, over 3,000 school-aged children entering emergency shelter have been referred for McKinney Vento Homeless Liaison resources. Further, the University of Michigan completed a project in Detroit which makes new data on homelessness among K-12 students available to key stakeholders and policy makers in the City of Detroit and statewide in order to improve program planning and services.

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| 1C-4c. | Written/Formal Agreements or Partnerships with Early Childhood Services Providers. | |
| | NOFO Section VII.B.1.d. | |

Select yes or no in the chart below to indicate whether your CoC has written formal agreements or partnerships with the listed providers of early childhood services:

| | | MOU/MOA | Other Formal Agreement |
|-----|---|---------|------------------------|
| 1. | Birth to 3 years | No | Yes |
| 2. | Child Care and Development Fund | No | Yes |
| 3. | Early Childhood Providers | No | Yes |
| 4. | Early Head Start | No | Yes |
| 5. | Federal Home Visiting Program--(including Maternal, Infant and Early Childhood Home and Visiting or MIECHV) | No | No |
| 6. | Head Start | No | Yes |
| 7. | Healthy Start | No | No |
| 8. | Public Pre-K | No | Yes |
| 9. | Tribal Home Visiting Program | No | No |
| | Other (limit 150 characters) | | |
| 10. | Detroit Public Schools | No | Yes |

| | | |
|-------|---|--|
| 1C-5. | Addressing Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors—Collaborating with Victim Service Providers. | |
| | NOFO Section VII.B.1.e. | |
| | Describe in the field below how your CoC regularly collaborates with organizations who help provide housing and services to survivors of domestic violence, dating violence, sexual assault, and stalking to: | |
| 1. | update CoC-wide policies; and | |
| 2. | ensure all housing and services provided in the CoC are trauma-informed and can meet the needs of survivors. | |

(limit 2,500 characters)

1. Over the past two years the CoC has strengthened its relationship with the Michigan Coalition to End Domestic and Sexual Violence (MCEDSV). MCEDSV is a statewide organization that provides training, advocacy, and policy reform efforts across the state to improve safety and housing opportunities for people who are experiencing/have experienced domestic violence. The Executive Director of the MCEDSV joined the Detroit CoC board of directors in 2021 and also serves on the CoC’s Performance and Evaluation Committee. The CoC also works closely with several providers in the CoC who provide services to people fleeing DV, including a domestic violence shelter and providers that receive CoC DV Bonus funding. CoC-wide policies that have been of particular focus within the CoC related to DV are our Coordinated Entry policies. The CoC Lead Agency and the Coordinated Entry lead agency are intentional about working with domestic violence providers to identify how CE policies are/are not beneficial in helping people fleeing DV access housing and services. CE policies are changed as needed to better meet the needs of this population. In the fall of 2022, the MCEDSV published a white paper examining the extent to which the current screen tool used by CoCs across Michigan perpetuates inequities and re-traumatize people seeking assistance. This research conducted by MCEDSV will be important as CoCs across Michigan (Detroit included) examine our CoC policies and tools, and make changes as needed to better serve our community.

2. In June 2021, Detroit Permanent Supportive Housing providers received two trainings held by CSH on providing Trauma-Informed Care. CoC providers have also been encouraged to take part in Statewide trainings on trauma-informed care, including a two-part training that occurred in August and November 2021 on the neurobiology of trauma. Additionally, in December 2021 CoC providers received training on “Domestic Violence 101” and “Practical Situations”, both of which were intended to help providers work with people fleeing DV in a trauma-informed manner. The CoC has been intentional about ensuring projects that receive YHDP funding are able to demonstrate services are provided in a trauma-informed manner. The CoC intends to take lessons learned from evaluating those projects, and their trauma-informed focus, and applying it to all CoC projects more broadly.

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| 1C-5a. | Annual Training on Safety and Best Practices to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors. | |
| | NOFO Section VII.B.1.e. | |

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| | Describe in the field below how your CoC coordinates to provide training for: |
| 1. | project staff that addresses best practices (e.g., trauma-informed, victim-centered) on safety and planning protocols in serving survivors of domestic violence and indicate the frequency of the training in your response (e.g., monthly, semi-annually); and |
| 2. | Coordinated Entry staff that addresses best practices (e.g., trauma informed care) on safety and planning protocols in serving survivors of domestic violence and indicate the frequency of the training in your response (e.g., monthly, semi-annually). |

(limit 2,500 characters)

1. Project Staff:

- The most recent Detroit CoC lead training on DV best practices and safety planning was held in Dec 2021. Plans are underway to ensure this training occurs again to Detroit CoC project staff by the end of 2022. This would be considered the annual training.
- PSH providers have been provided two trainings in June 2021 by CSH on providing trauma-informed care.
- The Michigan Coalition Against Homelessness (MCAH) has hosted the following trainings over the past for all providers in Michigan. Detroit providers have been encouraged to take part in these trainings. These trainings are all recorded and posted publicly for additional viewing:
 - August 2020: The Neurobiology of Trauma (Part I)
 - November 2021: The Neurobiology of Trauma (Part II)
 - January 2022: Serving Survivors of Human Trafficking
 - October 2022: A training will be held on understanding VAWA
- In recognition of our need to ensure ongoing, quality, consistent training for CoC providers, the CoC Lead agency has hired a Capacity Building and Training Manager. One of the responsibilities of this position will be to ensure CoC providers receive required annual training on best practices in trauma-informed care and safety protocols when serving people fleeing DV.
- In the coming year, the CoC Lead Agency will also be launching a Learning Management System as a tool for providers to use to access required training, including training on Trauma-Informed Care.

2. Coordinated Entry staff: All Coordinated Entry staff receive training annually on domestic and intimate partner violence. The most recent training was held in June 2022. As a result of this annual training, the CE staff have been equipped with strategies for safety planning with people in crisis, how to interview people in crisis in a trauma-informed way, and how to understand the difference between people fleeing domestic violence and people who have experienced domestic violence in their past. CE staff have also incorporated into their daily work recommendations received from a consultant who conducted a trauma-informed care assessment of the CE access sites. The recommendations incorporated into daily CE work include ensuring that the forms/surveys used are trauma-informed, supervisors have incorporated trauma-informed supervision practices with staff, and the physical space of the CE access sites have been improved to ensure they are appropriate, safe places for persons who have experienced trauma.

| | | |
|--------|--|--|
| 1C-5b. | Using De-identified Aggregate Data to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors. | |
| | NOFO Section VII.B.1.e. | |

Describe in the field below:

| | |
|----|--|
| 1. | the de-identified aggregate data source(s) your CoC uses for data on survivors of domestic violence, dating violence, sexual assault, and stalking; and |
| 2. | how your CoC uses the de-identified aggregate data described in element 1 of this question to evaluate how to best meet the specialized needs related to domestic violence and homelessness. |

(limit 2,500 characters)

1. The one Domestic Violence shelter in Detroit, the YWCA Interim House, as well as our Joint TH/RRH DV program Project First Step managed by Neighborhood Legal Services, provided the CoC with de-identified aggregate data from their comparable databases on clients served from their programs as well as exit outcome data. In the 21/22 FY the YWCA Interim House served 354 clients while the Joint TH/RRH project served 86.

We are committed to continuing to partner with our DV programs including reviewing, assessing and utilizing their data to strengthen service delivery for this population.

2. Data on Domestic Violence needs was presented to the Values and Funding Priorities committee in 2021 as the committee was setting priorities for new project funding. When setting 2022 funding priorities, the Values and Funding Priorities committee agreed the CoC should pursue applying for Domestic Violence bonus funding in order to meet the needs of people fleeing/attempting to flee domestic violence in our community. The Coordinated Entry workgroup reviewed aggregate outcome data from the YWCA Emergency Shelter comparable database to determine levels of navigation assistance needed to support exits to positive and permanent housing.

| | | |
|--------|--|--|
| 1C-5c. | Communicating Emergency Transfer Plan to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors. | |
| | NOFO Section VII.B.1.e. | |

Describe in the field below how your CoC communicates to all individuals and families seeking or receiving CoC Program assistance:

| | |
|----|--|
| 1. | the emergency transfer plan policies and procedures; and |
| 2. | the process for individuals and families to request an emergency transfer. |

(limit 2,500 characters)

1. The Detroit CoC board approved the CoC’s Emergency Transfer Plan in September 2018. Providers were trained on the Emergency Transfer Plan in 2018. The CoC Lead Agency has recognized the need to provide additional training to CoC providers on the Emergency Transfer Plan to ensure it is being implemented appropriately. In addition to the Emergency Transfer Plan policy, the CoC’s Coordinated Entry (known locally as CAM) policies specifically state that “victims of domestic violence cannot be denied access to the CAM process”. The CAM policies and procedures also expressly state the CoC will honor emergency transfer requests.

2. Providers are expected to inform their clients of the client’s ability to request an emergency transfer. Individuals and families being served in CoC-funded programs who are victims of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer at any time if they believe there is a threat of imminent harm if they remain in their current unit. Victims of sexual assault may request an emergency transfer if the sexual assault occurred on the premises within the 90 days prior to requesting the transfer. Tenants requesting a transfer must submit the request to their housing provider in writing. The housing provider will proceed to transfer the client as quickly as possible based on the availability and safety of another unit.

** **

| | | |
|--------|--|--|
| 1C-5d. | Access to Housing for Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking. | |
| | NOFO Section VII.B.1.e. | |

Describe in the field below how your CoC ensures that survivors of domestic violence, dating violence, sexual assault, or stalking have access to all of the housing and services available within the CoC’s geographic area.

(limit 2,500 characters)

People who access Coordinated Entry are referred to services and housing based on their needs and preferences. Individuals and families who access CE and indicate they are fleeing or attempting to flee domestic violence will be referred to a domestic violence provider, if the individual/family agrees to that referral and if the domestic violence provider has capacity. In instances where an individual or family fleeing domestic violence declines a referral to a domestic violence provider, or if the domestic violence provider does not have the capacity to take an additional referral, the individual or family will be referred to the next most-appropriate provider. No one will be denied access to housing or services in the CoC based on their status as fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking.

| | | |
|--------|--|--|
| 1C-5e. | Including Safety, Planning, and Confidentiality Protocols in Coordinated Entry to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors. | |
| | NOFO Section VII.B.1.e. | |

Describe in the field below how your CoC’s coordinated entry includes:

| | | |
|--|-------------------------------|--|
| | 1. safety protocols, | |
| | 2. planning protocols, and | |
| | 3. confidentiality protocols. | |

(limit 2,500 characters)

1. Ensuring people have a safe place to stay is the immediate priority of CE. All who present to CE receive a diversion interview asking about their situation and why they are seeking assistance. All who initially access CE are asked if they are fleeing/attempting to flee domestic violence or another unsafe situation. If the person responds affirmatively, all attempts are made to ensure the person can access a safe location for that night, including referring to a DV shelter. If the person is unable to enter a DV shelter, the DV shelter connects the client back to CE or another shelter. CE staff ensure the safety of all persons presenting to CE by conducting assessments in private spaces to allow individuals to identify sensitive information or safety issues in a private and secure setting. CE staff are trained in trauma-informed care and in working specifically with people who have experienced domestic violence. The CoC prioritizes people fleeing DV to vacancies in TH, PSH or RRH programs.

2. All CAM staff are trained on conducting assessments using trauma-informed techniques, with the goal of offering special consideration to victims of DV and/or sexual assault to help reduce the risk of re-traumatization. In addition, all CAM staff are trained in safety planning and other next-step procedures to be followed if safety issues are identified in the process of conducting an assessment. Safety planning is conducted for all people presenting for services and in an unsafe situation, as safety is CAM's first priority to client engagement

3. The CAM staff meet consumers in a safe, private, and trauma-informed environment to protect confidentiality. Privacy measures are in place and practiced for data shared between agencies to ensure confidentiality. All client information that is collected is done so with the client's consent, and the CE honors the client's preference on how the information is captured and shared. To further protect client's privacy, providers funded to specifically serve survivors of DV do not enter data in HMIS. Data for consumers presenting as survivors of DV is entered in HMIS by the CAM to be used for the purposes of matching the household to a housing and/or service intervention. Referrals to DV programs and services are not made via HMIS nor is the location of DV specific housing given to protect client privacy & safety. Instead, a referral is made to the service provider via email with non-identifying information included.

| | | |
|-------|--|--|
| 1C-6. | Addressing the Needs of Lesbian, Gay, Bisexual, Transgender and Queer+--Anti-Discrimination Policy and Training. | |
| | NOFO Section VII.B.1.f. | |

| | | |
|--|--|-----|
| | 1. Did your CoC implement a written CoC-wide anti-discrimination policy ensuring that LGBTQ+ individuals and families receive supportive services, shelter, and housing free from discrimination? | Yes |
| | 2. Did your CoC conduct annual CoC-wide training with providers on how to effectively implement the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access Final Rule)? | Yes |
| | 3. Did your CoC conduct annual CoC-wide training with providers on how to effectively implement Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs (Gender Identity Final Rule)? | Yes |

| | | |
|--------|--|--|
| 1C-6a. | Anti-Discrimination Policy—Updating Policies—Assisting Providers—Evaluating Compliance—Addressing Noncompliance. | |
| | NOFO Section VII.B.1.f. | |

| | |
|------------------------------|---|
| Describe in the field below: | |
| 1. | whether your CoC updates its CoC-wide anti-discrimination policy, as necessary, based on stakeholder feedback; |
| 2. | how your CoC assisted providers in developing project-level anti-discrimination policies that are consistent with the CoC-wide anti-discrimination policy ensuring that LGBTQ+ individuals and families receive supportive services, shelter, and housing free from discrimination; |
| 3. | your CoC’s process for evaluating compliance with your CoC’s anti-discrimination policies; and |
| 4. | your CoC’s process for addressing noncompliance with your CoC’s anti-discrimination policies. |

(limit 2,500 characters)

1. The CoC updates our policy, as necessary, based on stakeholder feedback.

2. The CoC has worked closely with PSH providers over the past two years to help strengthen their policies – including those on preventing discrimination. An in-depth analysis was conducted of the existing policies, after which agencies were scored on the quality of their policies and given extensive feedback on how to improve. This analysis included a review of how the individual provider policies aligned with the Equal Access Final Rule and Gender Identity Final Rule. They were also provided a year of intensive training with CSH. This was followed up with a subsequent review in 2021 in which agencies submitted updated policies. The CoC saw a significant improvement in the quality of the policies submitted in 2021. We hope to continue this process with PSH providers and to expand it to other project types. In recognition of our need to ensure ongoing, quality, consistent training for CoC providers, the CoC Lead agency has hired a Capacity Building and Training Manager. A responsibility of this position is to ensure CoC providers receive training and support on the CoC’s expectations around safe, supportive, non-discriminative housing opportunities for all.

3. The CoC has a grievance process in which clients notify the CoC when they feel their rights have been violated by an agency -including if they feel they have been discriminated against. The Grievance Review Committee investigates the agency’s actions and measures against their own written policies as well as policies adopted by the CoC. After the investigation, the committee meets to determine whether to substantiate the grievance. If the agency is found to not have followed proper protocol, corrective action is taken.

4. The Grievance Review Committee sets expectations for improvement which the agency must comply with. If issues continue to occur, the agency may be placed on a Corrective Action Plan. In addition to this direct engagement with the agency, substantiated grievances are a scored element in our CoC and ESG funding renewal review processes. All substantiated grievances will result in point reduction from renewal applications – compounding if multiple grievances are substantiated. Additional points are deducted for noncompliance with the grievance process/subsequent corrective action or if an agency retaliates against a client. Repeated failure to comply with expectations may result in funding loss.

| | | |
|-------|---|--|
| 1C-7. | Public Housing Agencies within Your CoC's Geographic Area–New Admissions–General/Limited Preference–Moving On Strategy. | |
| | NOFO Section VII.B.1.g. | |

You must upload the PHA Homeless Preference\PHA Moving On Preference attachment(s) to the 4B. Attachments Screen.

Enter information in the chart below for the two largest PHAs highlighted in gray on the FY 2021 CoC-PHA Crosswalk Report or the two PHAs your CoC has a working relationship with—if there is only one PHA in your CoC's geographic area, provide information on the one:

| Public Housing Agency Name | Enter the Percent of New Admissions into Public Housing and Housing Choice Voucher Program During FY 2021 who were experiencing homelessness at entry | Does the PHA have a General or Limited Homeless Preference? | Does the PHA have a Preference for current PSH program participants no longer needing intensive supportive services, e.g., Moving On? |
|--|---|---|---|
| Michigan State Housing Development Authority | 82% | Yes-HCV | Yes |
| Detroit Housing Commission | 4% | Yes-Both | Yes |

| | | |
|--------|---|--|
| 1C-7a. | Written Policies on Homeless Admission Preferences with PHAs. | |
| | NOFO Section VII.B.1.g. | |

Describe in the field below:

1. steps your CoC has taken, with the two largest PHAs within your CoC's geographic area or the two PHAs your CoC has working relationships with, to adopt a homeless admission preference—if your CoC only has one PHA within its geographic area, you may respond for the one; or
2. state that your CoC has not worked with the PHAs in its geographic area to adopt a homeless admission preference.

(limit 2,500 characters)

1. The two PHAs that the Detroit CoC works with are the Michigan State Housing Development Authority (MSHDA) and the Detroit Housing Commission (DHC). MSHDA was proactive in creating a general homeless preference that dates back at least 12 years. Through the years, the Detroit CoC has worked with MSHDA to help improve the program including advocating for reduced screening criteria, educating housing agents on nuances in working with homeless populations, having monthly meetings with the assigned housing agents to give and get updates on client progress and navigating through issues of locating homeless applicants once they are pulled from the waitlist.

The partnership with DHC was established in or around 2014 as part of the 25 Cities Initiative to house 100 people in 100 days. DHC was approached by partners within the Detroit CoC to be the housing partners in the initiative. At that time, they were identified as an untapped resource that had not been directly connected to the CoC. Mutual benefits were identified including a need for other housing options for CoC participants and a need to quickly fill vacant vouchers on the DHC side. An MOU was established between DHC and HAND (the CoC Lead Agency) that identified the roles and responsibilities of each party. Once the 25 Cities Initiative ended, DHC and the Detroit CoC maintained an MOU that allows for homeless populations to access vouchers through DHC. Recently, a preference has been added to include public housing units and we often partner on other housing initiatives to house persons experiencing homelessness.

2. N/A

| | | |
|---------------|--|--|
| 1C-7b. | Moving On Strategy with Affordable Housing Providers. | |
| | Not Scored—For Information Only | |

Select yes or no in the chart below to indicate affordable housing providers in your CoC's jurisdiction that your recipients use to move program participants to other subsidized housing:

| | | |
|----|--|-----|
| 1. | Multifamily assisted housing owners | Yes |
| 2. | PHA | Yes |
| 3. | Low Income Housing Tax Credit (LIHTC) developments | Yes |
| 4. | Local low-income housing programs | Yes |
| | Other (limit 150 characters) | |
| 5. | Senior Housing | Yes |

| | | |
|---------------|--|--|
| 1C-7c. | Include Units from PHA Administered Programs in Your CoC's Coordinated Entry. | |
| | NOFO Section VII.B.1.g. | |

In the chart below, indicate if your CoC includes units from the following PHA programs in your CoC's coordinated entry process?

| | | |
|----|--|-----|
| 1. | Emergency Housing Vouchers (EHV) | Yes |
| 2. | Family Unification Program (FUP) | No |
| 3. | Housing Choice Voucher (HCV) | Yes |
| 4. | HUD-Veterans Affairs Supportive Housing (HUD-VASH) | Yes |
| 5. | Mainstream Vouchers | No |
| 6. | Non-Elderly Disabled (NED) Vouchers | No |
| 7. | Public Housing | No |
| 8. | Other Units from PHAs: | |
| | | |

| | | |
|--------|---|--|
| 1C-7d. | Submitting CoC and PHA Joint Applications for Funding for People Experiencing Homelessness. | |
| | NOFO Section VII.B.1.g. | |

| | | |
|----|---|---|
| 1. | Did your CoC coordinate with a PHA(s) to submit a competitive joint application(s) for funding or jointly implement a competitive project serving individuals or families experiencing homelessness (e.g., applications for mainstream vouchers, Family Unification Program (FUP), other programs)? | Yes |
| | | Program Funding Source |
| 2. | Enter the type of competitive project your CoC coordinated with a PHA(s) to submit a joint application for or jointly implement. | Foster Youth to Independence Initiative (FYI) |

| | | |
|--------|---|--|
| 1C-7e. | Coordinating with PHA(s) to Apply for or Implement HCV Dedicated to Homelessness Including Emergency Housing Voucher (EHV). | |
| | NOFO Section VII.B.1.g. | |

| | | |
|--|--|-----|
| | Did your CoC coordinate with any PHA to apply for or implement funding provided for Housing Choice Vouchers dedicated to homelessness, including vouchers provided through the American Rescue Plan? | Yes |
|--|--|-----|

| | | |
|----------|--|--|
| 1C-7e.1. | List of PHAs with Active MOUs to Administer the Emergency Housing Voucher (EHV) Program. | |
| | Not Scored–For Information Only | |

| | | |
|--|--|-----|
| | Does your CoC have an active Memorandum of Understanding (MOU) with any PHA to administer the EHV Program? | Yes |
|--|--|-----|

If you select yes to question 1C-7e.1., you must use the list feature below to enter the name of every PHA your CoC has an active MOU with to administer the Emergency Housing Voucher Program.

| |
|----------------------|
| PHA |
| Michigan State Ho... |
| Detroit Housing C... |

1C-7e.1. List of PHAs with MOUs

Name of PHA: Michigan State Housing Development Authority

1C-7e.1. List of PHAs with MOUs

Name of PHA: Detroit Housing Commission

1D. Coordination and Engagement Cont'd

| | | |
|-------|----------------------------------|--|
| 1D-1. | Discharge Planning Coordination. | |
| | NOFO Section VII.B.1.h. | |

Select yes or no in the chart below to indicate whether your CoC actively coordinates with the systems of care listed to ensure persons who have resided in them longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs.

| | |
|----------------------------|-----|
| 1. Foster Care | Yes |
| 2. Health Care | Yes |
| 3. Mental Health Care | Yes |
| 4. Correctional Facilities | Yes |

| | | |
|-------|---|--|
| 1D-2. | Housing First—Lowering Barriers to Entry. | |
| | NOFO Section VII.B.1.i. | |

| | | |
|----|--|------|
| 1. | Enter the total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe-Haven, and Transitional Housing projects your CoC is applying for in FY 2022 CoC Program Competition. | 45 |
| 2. | Enter the total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe-Haven, and Transitional Housing projects your CoC is applying for in FY 2022 CoC Program Competition that have adopted the Housing First approach. | 45 |
| 3. | This number is a calculation of the percentage of new and renewal PSH, RRH, SSO non-Coordinated Entry, Safe-Haven, and Transitional Housing projects the CoC has ranked in its CoC Priority Listing in the FY 2022 CoC Program Competition that reported that they are lowering barriers to entry and prioritizing rapid placement and stabilization to permanent housing. | 100% |

| | | |
|--------|--|--|
| 1D-2a. | Project Evaluation for Housing First Compliance. | |
| | NOFO Section VII.B.1.i. | |

Describe in the field below:

| | |
|----|---|
| 1. | how your CoC evaluates every recipient—that checks Housing First on their Project Application—to determine if they are actually using a Housing First approach; |
| 2. | the list of factors and performance indicators your CoC uses during its evaluation; and |
| 3. | how your CoC regularly evaluates projects outside of the competition to ensure the projects are using a Housing First approach. |

(limit 2,500 characters)

1. Projects are evaluated on Housing First by an examination of the project’s data and project or agency policies. Projects are evaluated on the length of time it takes to house people, as long lengths of time to housing may be an indicator of barriers to housing.

2. Factors & performance indicators used during evaluation:

- Average length of time to move a person into housing after referral is received from CE
- In FY21 review, PSH projects were evaluated on agency’s project termination, eviction prevention, and supportive services policies. Policies were evaluated for a Housing First orientation; such policy review may again be incorporated into future local review processes.
- Agencies seeking new funding are evaluated on narrative responses to how the agency implements Housing First. Projects are evaluated on their project termination and eviction prevention policies, to ensure these policies have a Housing First orientation.
- Agencies applying for new funding must submit a copy of a typical lease agreement used by program participants, to ensure the lease does not contain language requiring service participation.
- Agencies seeking new project funding must submit copies of their eviction and termination prevention policies; these policies are reviewed to ensure alignment with Housing First practices.

3. On-going evaluation of Housing First outside local competition:

- All CoC funded projects have eliminated eligibility criteria requiring preconditions. Projects are required to accept referrals from CE in accordance with CoC prioritization policies. Only in rare instances may a project deny a referral from CE, and these instances are for reasons other than clients meeting certain preconditions. Projects denying referrals from CE for reasons other than the limited reasons in CE policies are investigated to understand why the denials are occurring and to remind projects of Housing First expectations. Corrective action is taken if projects continue to deny referrals for unallowable reasons.
- Data on length of time from referral to housing move in is reviewed quarterly with PSH & RRH projects. Long lengths of time to housing move in may be an indicator of barriers to housing.
- The CoC grievance process allows program participants to file a grievance if they are being required to participate in services they have not chosen. Such grievances are thoroughly investigated, and corrective action is taken as appropriate.

| | | |
|-------|-------------------------|--|
| 1D-3. | Street Outreach–Scope. | |
| | NOFO Section VII.B.1.j. | |

Describe in the field below:

| | |
|----|---|
| 1. | your CoC’s street outreach efforts, including the methods it uses to ensure all persons experiencing unsheltered homelessness are identified and engaged; |
| 2. | whether your CoC’s Street Outreach covers 100 percent of the CoC’s geographic area; |
| 3. | how often your CoC conducts street outreach; and |
| 4. | how your CoC tailored its street outreach to persons experiencing homelessness who are least likely to request assistance. |

(limit 2,500 characters)

1. The Detroit CoC has several Street Outreach (SO) programs, including projects operated by NSO, AFG, Cass Comm. Social Svcs, Covenant House, the NOAH project, Motor City Mitten Mission, Covenant Community Care, the Ark Association, Ruth Ellis Center, and Central City Integrated Health. Three of these target youth. The SO staff rely on data where unsheltered persons are known to be and use evidence-based practices of engagement to build trust with the client. Unsheltered people on the chronic By-Name-List are targeted for outreach, and those who engage with SO are added to the By-Name-List. Members of the community, such as businesses or homeowners, can submit a request for outreach if they see somebody experiencing unsheltered homelessness. The CoC is also applying for additional Street Outreach program funding under the Supplemental NOFO to enhance our outreach efforts.

2. Although outreach is targeted in areas with the greatest needs, outreach services are available in 100% of the CoC’s geographic area of Detroit Hamtramck, and Highland Park.

3. Street outreach is conducted daily. Teams operate at different times, to ensure coverage at different hours. In general, outreach teams are available daily from 7:00am to 12:00am. Teams providing outreach to the same population type (e.g., youth) go out at different days and times.

4. Detroit’s SO providers are experienced working with the chronically homeless and use motivational interviewing and continual engagement to build rapport and trust with the client. SO coordinates with soup kitchens and other providers where consumers have already built relationships and collaboratively work to provide housing services to the consumer where they feel most comfortable. When consumers are hesitant to engage, the SO team offers other types of interventions, including assistance with accessing a shelter or mainstream resources, as well as assistance accessing CE. Over the past year, two new outreach initiatives (HOT team and 8Mile/Woodward teams) have been implemented to target people resistant to engaging with the homeless system. Additionally, a collaboration between Neighborhood Police Officers and SO teams has been established, along with a centralized geographic wide SO request system where businesses and residents can request assistance of street outreach professionals.

| | | |
|-------|--|--|
| 1D-4. | Strategies to Prevent Criminalization of Homelessness. | |
| | NOFO Section VII.B.1.k. | |

Select yes or no in the chart below to indicate strategies your CoC implemented to ensure homelessness is not criminalized and to reverse existing criminalization policies in your CoC’s geographic area:

| | | Ensure Homelessness is not Criminalized | Reverse Existing Criminalization Policies |
|----|---|---|---|
| 1. | Engaged/educated local policymakers | Yes | No |
| 2. | Engaged/educated law enforcement | Yes | No |
| 3. | Engaged/educated local business leaders | Yes | No |

| | | |
|--|-----|----|
| 4. Implemented community wide plans | Yes | No |
| 5. Other:(limit 500 characters) | | |
| special Street Outreach team paired with law enforcement | Yes | |

| | | |
|-------|--|--|
| 1D-5. | Rapid Rehousing–RRH Beds as Reported in the Housing Inventory Count (HIC). | |
| | NOFO Section VII.B.1.I. | |

| | | | |
|--|---|------|------|
| | | 2021 | 2022 |
| | Enter the total number of RRH beds available to serve all populations as reported in the HIC—only enter bed data for projects that have an inventory type of “Current.” | 891 | 902 |

| | | |
|-------|---|--|
| 1D-6. | Mainstream Benefits–CoC Annual Training of Project Staff. | |
| | NOFO Section VII.B.1.m. | |

Indicate in the chart below whether your CoC trains program staff annually on the following mainstream benefits available for program participants within your CoC’s geographic area:

| | Resource | CoC Provides Annual Training? |
|----|--|-------------------------------|
| 1. | Food Stamps | No |
| 2. | SSI–Supplemental Security Income | No |
| 3. | TANF–Temporary Assistance for Needy Families | No |
| 4. | Substance Abuse Programs | No |
| 5. | Employment Assistance Programs | No |
| 6. | Other (limit 150 characters) | |
| | | |

| | | |
|--------|---|--|
| 1D-6a. | Information and Training on Mainstream Benefits and Other Assistance. | |
| | NOFO Section VII.B.1.m | |

Describe in the field below how your CoC:

| | |
|----|--|
| 1. | systemically provides up-to-date information on mainstream resources available for program participants (e.g., Food Stamps, SSI, TANF, substance abuse programs) within your CoC’s geographic area; |
| 2. | works with project staff to collaborate with healthcare organizations, including substance abuse treatment and mental health treatment, to assist program participants with receiving healthcare services; and |
| 3. | works with projects to promote SSI/SSDI Outreach, Access, and Recovery (SOAR) certification of program staff. |

(limit 2,500 characters)

1. The CoC shares information on mainstream resources via bi-weekly newsletters & at bi-monthly CoC meetings. The information presented in these newsletters or meetings include information about changes in how people can access resources, new resources available, or other programmatic/policy changes. CoC agencies are also invited to share at our bi-monthly meetings information they may have on mainstream resources. Time-sensitive information is shared via special disbursement of the newsletter outside of regularly scheduled distribution. Phone calls and other direct contact may also be made as necessary. The CoC Lead Agency has hired a Capacity Building & Training Manager. This staff person's role will be to ensure agencies in the CoC receive regular training and communication on how to access mainstream resources for program participants.

2. It is a requirement for new and renewal CoC Project Applicants to demonstrate their ability to connect their clients to mainstream resources including health insurance. Agencies seeking new CoC project funding are asked detailed questions on how they assist their program participants with accessing and navigating the health care system. CoC funded agencies are expected to assist their clients with accessing health care (including substance abuse and mental health treatment) for their clients, to the extent that the clients want such services. The CoC recognizes there are systemic challenges providers are experiencing with access these needed services for their clients and intends to address these challenges in the coming year. Additionally, efforts are underway at the state level to increase access to Medicaid billable services for homeless service providers and training on this initiative will be forthcoming. Recently implemented strategies have resulted in data matching between HMIS and Medicaid data that allow for the identification of overlap between the two systems with the hope of increasing collaboration and the data-informed targeting of services to individuals who indicate a need for specialized intervention.

3. 100% of CoC projects indicated in their applications this year that program participants have access to SSI/SSDI technical assistance. Additionally, 78% of applicants indicated the staff person providing this technical assistance has received SOAR training in the past 24 months. The CoC will consider how it may help to promote additional SOAR training opportunities in the coming year.

| | | |
|-------|--|--|
| 1D-7. | Increasing Capacity for Non-Congregate Sheltering. | |
| | NOFO Section VII.B.1.n. | |

Describe in the field below how your CoC is increasing its capacity to provide non-congregate sheltering.

(limit 2,500 characters)

Over the course of 2021 – 2022, some of the non-congregate shelters operating during the height of the COVID-19 pandemic either remained in operation or were brought back into operation. Several of the Detroit CoC emergency shelters have always operated in a non-congregate manner, even before the pandemic.

Additionally, one large shelter, called Oasis, was brought back on-line in April 2020 in order to provide overflow space. This allowed congregate emergency shelters have safe social distancing practices. Oasis shelter provides 120 non-congregate beds to single adults.

At the beginning of the COVID-19 pandemic, all emergency shelters met with the Detroit Health Department to receive guidance on how to set up their internal layout to be able to increase social distancing. As of mid-2022, many shelters have reverted to operating at full capacity due to the community need for these shelter beds. However, shelters have continued to promote wearing of masks, encourage people to be vaccinated, do regular testing and symptom screening when people enter the shelter, and move people to a separate isolation shelter if people test positive.

One 75-bed shelter in our community is moving towards becoming non-congregate. This shelter will be receiving funds from the City of Detroit to rehabilitate its shelter so that it can provide non-congregate beds to families. This shelter is scheduled to be in operation in 2023. The City of Detroit is also in the process of identifying a new owner for the building currently being used as an isolation shelter; once this new owner is identified, further discussions will be had to determine if the best use of this property is as a non-congregate shelter or a congregate shelter. The final decision will be made based on community need.

In 2021 – 2022, the CoC used hotels as an alternative to shelter for some people who were experiencing unsheltered homelessness. Specifically, 49 people who had been residing in a sizeable encampment in a downtown plaza were placed into hotels, which is a form of non-congregate sheltering.

Lastly, the City of Detroit has allocated \$3,000,000 in its HOME-ARP plan to the development of non-congregate shelters. The City of Detroit is currently awaiting HUD approval of this plan.

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| ID-8. | Partnerships with Public Health Agencies–Collaborating to Respond to and Prevent Spread of Infectious Diseases. | |
| | NOFO Section VII.B.1.o. | |
| | Describe in the field below how your CoC effectively collaborates with state and local public health agencies to: | |
| 1. | develop CoC-wide policies and procedures to respond to infectious disease outbreaks; and | |
| 2. | prevent infectious disease outbreaks among people experiencing homelessness. | |

(limit 2,500 characters)

1. CoC wide policies: All emergency shelters in the Detroit CoC are required to have policies and protocols for the facilities addressing how they will prevent the spread of disease within their facility. The City of Detroit, one of the primary funders of emergency shelter, required infection prevention policies from all of their shelter providers to comply with their CV policies and procedures. Additionally, Detroit shelter providers received guidance from either the CDC, the Detroit Health Department, or other technical assistance providers on advising on their physical layout and recommended layout modifications to prevent the spread of disease.

2. Prevent disease outbreaks: The following strategies are in place to prevent infectious disease breakouts among people experiencing homelessness:

- COVID-19 vaccines continue to be available and people experiencing homelessness continue to be encouraged to receive the vaccine.
- Wayne Mobile offers mobile health screening services at shelters and other locations where people experiencing homelessness may be; these services can help with early identification of symptoms which may help to prevent the spread of disease.
- One of the CoC’s homeless service providers runs an FQHC which is accessible to people experiencing homelessness on a walk-in basis; access to this health care can also help with early diagnosis and treatment to prevent the spread of disease.
- The CoC continues to make use of an isolation shelter for people who test positive for COVID-19. The isolation shelter served 685 people in 2021 and 425 people to date in 2022.
- The CoC continues to promote testing for COVID-19. Shelter and street outreach providers typically test people “at the door” when a person is first encountered (however people are not denied services if they decline to be tested). A source of private funding has been secured to provide incentives to encourage people to be tested. The Detroit Health Department has made antigen test kits available. The Michigan Department of Health and Human Services additionally provides testing resources, including going to shelters monthly to conduct tests. In 2022, the State has tested 3,842 people in shelters.
- Detroit has a street outreach team (the HOTT team) that also provides testing for COVID-19.

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| ID-8a. | Collaboration With Public Health Agencies on Infectious Diseases. | |
| | NOFO Section VII.B.1.o. | |
| | Describe in the field below how your CoC effectively equipped providers to prevent or limit infectious disease outbreaks among program participants by: | |
| 1. | sharing information related to public health measures and homelessness, and | |
| 2. | facilitating communication between public health agencies and homeless service providers to ensure street outreach providers and shelter and housing providers are equipped to prevent or limit infectious disease outbreaks among program participants. | |

(limit 2,500 characters)

1. Sharing information related to public health measures and homelessness:
 - Over the past year, street outreach providers have meet on a bi-weekly basis. During the meetings discussion items include reviewing information provided by the Detroit Health Department, vaccine clinics, current COVID-19 exposure rates, PPE supply provisions, isolation protocols for staff that test positive, and other strategies to keep staff and clients safe. Similar information is share with emergency shelter providers at their monthly meetings.
 - During the early days of the pandemic, written guidance was provided to all housing providers on how to prevent the spread of disease. That guidance continues to remain available for providers to refer to.
 - During the early days of the pandemic, the CoC held weekly or bi-weekly CoC-wide webinars on best practices to prevent the spread of disease. These webinars were all recorded and published and are publicly accessible for providers to refer back to.

2. Facilitating communication between public health agencies and homeless service providers:

Communication between public health and homeless services providers occurred as follows:

- Bi-weekly meetings are held with Honu (COVID-19 vaccine/testing provider), the CoC Lead Agency, and the City of Detroit to discuss vaccination and testing strategies. Information from these meetings are communicated to homeless service providers via monthly provider meetings or directly via email.
- The CoC has dedicated vaccine coordinators who interface directly with homeless shelters and other homeless service providers. These staff communicate to the homeless service providers the most up to date information available from public health.
- The Michigan Dept of Health & Human Services and the Statewide HMIS Implementation have launched a data-matching system (with all necessary privacy protocols in place) for local CoCs to utilize to identify people with medical vulnerabilities, so that CoCs may prioritize those persons for services and housing.

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| 1D-9. | Centralized or Coordinated Entry System–Assessment Process. | |
| | NOFO Section VII.B.1.p. | |

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| Describe in the field below how your CoC's coordinated entry system: | |
| 1. | covers 100 percent of your CoC's geographic area; |
| 2. | uses a standardized assessment process; and |
| 3. | is updated regularly using feedback received from participating projects and households that participated in coordinated entry. |

(limit 2,500 characters)

1. The CoC CE system, locally referred to as the Coordinated Assessment Model (CAM), covers 100% of our geographic area by using a hybrid call center and multisite approach via physical access points throughout the CoC's area.
2. The CE system uses several standardized tools during the assessment process. First, a standardized diversion questionnaire is administered to all who initially contact CAM. This questionnaire assesses for other safe housing resources the person may be able to access that night. Other standardized assessments used if a person cannot be diverted are the VI-SPDAT and the Full SPDAT. A population-specific version of each of these tools (for individuals, youth, or families) is used. These standardized assessment tools are used to understand a person's vulnerability, homeless history, and level of need. People are referred to resources based on the outcome of this assessment.
3. The CAM intentionally gathers feedback from the people who access Coordinated Entry and uses that feedback to identify how to improve the Coordinated Entry process. CAM Access and Navigation service surveys allow CAM staff to learn about the quality of services provided and the experiences of clients when engaging with CE staff. CE staff has recently partnered with the CoC's Advisors Group, whose membership is exclusive of those with lived experience. With this collaboration, the Advisors Group gives insight and direction on CAM processes and procedures. CE staff also work closely with CAM Governance committee who is responsible for providing direct oversight to the CAM and responsible for bringing policy level recommendations to the CoC Board in regards to CAM operations. This group is comprised of service providers, partners, and community members.

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| 1D-9a. | Program Participant-Centered Approach to Centralized or Coordinated Entry. | |
| | NOFO Section VII.B.1.p. | |
| | Describe in the field below how your CoC's coordinated entry system: | |
| | 1. reaches people who are least likely to apply for homeless assistance in the absence of special outreach; | |
| | 2. prioritizes people most in need of assistance; | |
| | 3. ensures people most in need of assistance receive permanent housing in a timely manner, consistent with their preferences; and | |
| | 4. takes steps to reduce burdens on people using coordinated entry. | |

(limit 2,500 characters)

1. Multiple SO teams cover the CoC area, with coverage 7 days a week. SO transports persons to access points for assessment and shelter referral. If a client is contacted by SO after hours, the client is transported to shelter for the night, and the shelter follows up with CAM the next morning. Unsheltered clients who refuse shelter or to go to access point are continuously engaged by SO to complete standardized assessment and report their name, location, and assessment outcome to the CAM.

2. People experiencing homelessness are prioritized based on the common assessment (SPDAT) and chronic homeless status. Acuity groups are used to determine the best intervention:

- Acuity Group 1 (chronically homeless, SPDAT 35-60 for singles, 54-80 for families): PSH
- Acuity Group 2 (not chronically homeless, SPDAT 35-60 for singles, 54-80 for families): (if available) or RRH/TH/HCV (if no PSH available)
- Acuity Group 3 (not chronically homeless, SPDAT 20-34 for singles, 27-53 for families): RRH/TH/HCV
- Acuity Group 4 (not chronically homeless, SPDAT 0-19 for singles, 0-26 for families): mainstream resources

People are then prioritized within each acuity group as:

- 1st: Chronically homeless
- 2nd: Unsheltered
- 3rd: Fleeing D.V.
- 4th: SPDAT score
- 5th: Families, then singles
- 6th: LOT homeless

3. Referrals are made to PSH/RRH/TH vacancies within 2 days of the vacancy being available. PSH/RRH/TH providers are expected to contact a CE referral within 2 – 3 days of receiving the referral. Providers are evaluated on the length of time it takes them to move a person into housing.

4. The CE staff is always looking for opportunities to remove burdens and challenges for accessing services. The CE system operates both in-person access points and a phone line to assist people who are experiencing a housing crisis. In addition, CE works in strong collaboration with the shelters in the COC to ensure all households presenting to their facilities have been assessed and are connected to services. Having multiple ways of providing services and expanding accessibility for CE allows CAM to meet people where they are, ensures that we are providing opportunities, and ultimately, connecting people to the services they need. The CE process is low barrier and does not screen households out for services. In addition, questions for assessments are designed to be purposeful to help match clients to services that can best address their housing crisis.

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| 1D-10. | Promoting Racial Equity in Homelessness—Conducting Assessment. | |
| | NOFO Section VII.B.1.q. | |

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| 1. | Has your CoC conducted a racial disparities assessment in the last 3 years? | Yes |
| 2. | Enter the date your CoC conducted its latest assessment for racial disparities. | 06/15/2022 |

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| 1D-10a. | Process for Analyzing Racial Disparities–Identifying Racial Disparities in Provision or Outcomes of Homeless Assistance. | |
| | NOFO Section VII.B.1.q. | |

Describe in the field below:

| | |
|----|--|
| 1. | your CoC's process for analyzing whether any racial disparities are present in the provision or outcomes of homeless assistance; and |
| 2. | what racial disparities your CoC identified in the provision or outcomes of homeless assistance. |

(limit 2,500 characters)

1. The CoC & HMIS Lead did a 3-year data analysis by race and ethnicity to identify and understand racial disparities in the CoC. The reporting periods of the analysis were 10/1/18-9/30/19, 10/1/19-9/30/20, and 10/1/20-09/30/21. The analysis was done using multiple data sources including CoC Racial Equity Analysis Tool 3.0 and Core Demographics and System Performance Measures by Subpopulation reports generated from the Michigan HMIS Data Warehouse. Analysis included the following data:

- Comparison of Race & Ethnicity Rates in Census data, poverty rate, data and 2021 PIT Count data – Report Used: CoC Racial Equity Analysis Tool 3.0.
- Length of Time Homeless by Race & Ethnicity - Report Used: System Performance Measures by Subpopulation Measure 1)
- Numbers of Persons who experience homelessness once or 2-3 times and 4 or more times by Race & Ethnicity – Report Used: Core Demographics
- Exit Destinations Disaggregated by Race & Ethnicity – Report Used: System Performance Measures by Subpopulation (Measure 7)
- Returns to Homelessness by Race & Ethnicity– Report Used: System Performance Measures by Subpopulation (Measure 2)
- Coordinated Entry Prioritization by Race & Ethnicity – Report Used: Comprehensive Client Detail and Data Analysis Export Report

This data was provided to C4 Innovations; a technical assistance provider working with Michigan CoCs on racial equity strategies. C4 Innovations provided the Detroit CoC with a full final analysis. This analysis included a breakdown of the data, opportunities, and findings in each of the data points outlined above.

2. According to the analysis, 2021 data showed Black households accounted for 86.9% of the PIT count in Detroit and 84% of all groups in the annualized HMIS count, while Black/ African American households make up only 78.3% of the general population in Detroit. This shows that overall, Black households are 1.1 times more likely to be represented in the PIT count when compared to overall Census data. The overrepresentation of Black households experiencing homelessness is not fully explained by the poverty rate, which is 78.1% according to the 2015-2019 Census estimate. Also, according to the analysis, exits to destinations with RRH subsidies or to PSH occur at very low and similar rates across the different racial and ethnic groups in Detroit (1% or less). For example, white households and Black or African American households exited to PSH at nearly identical rates (about 0.9%).

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| 1D-10b. | Strategies to Address Racial Disparities. | |
| | NOFO Section VII.B.1.q. | |

Select yes or no in the chart below to indicate the strategies your CoC is using to address any racial disparities.

| | | |
|-----|--|-----|
| 1. | The CoC's board and decisionmaking bodies are representative of the population served in the CoC. | No |
| 2. | The CoC has identified steps it will take to help the CoC board and decisionmaking bodies better reflect the population served in the CoC. | Yes |
| 3. | The CoC is expanding outreach in geographic areas with higher concentrations of underrepresented groups. | Yes |
| 4. | The CoC has communication, such as flyers, websites, or other materials, inclusive of underrepresented groups. | Yes |
| 5. | The CoC is training staff working in the homeless services sector to better understand racism and the intersection of racism and homelessness. | Yes |
| 6. | The CoC is establishing professional development opportunities to identify and invest in emerging leaders of different races and ethnicities in the homelessness sector. | Yes |
| 7. | The CoC has staff, committees, or other resources charged with analyzing and addressing racial disparities related to homelessness. | Yes |
| 8. | The CoC is educating organizations, stakeholders, boards of directors for local and national nonprofit organizations working on homelessness on the topic of creating greater racial and ethnic diversity. | Yes |
| 9. | The CoC reviewed coordinated entry processes to understand their impact on people of different races and ethnicities experiencing homelessness. | Yes |
| 10. | The CoC is collecting data to better understand the pattern of program use for people of different races and ethnicities in its homeless services system. | Yes |
| 11. | The CoC is conducting additional research to understand the scope and needs of different races or ethnicities experiencing homelessness. | No |
| | Other:(limit 500 characters) | |
| 12. | Local CoC-led racial equity campaign | Yes |

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| 1D-10c. | Actions Taken to Address Known Disparities. | |
| | NOFO Section VII.B.1.q. | |

Describe in the field below the steps your CoC and homeless providers have taken to address disparities identified in the provision or outcomes of homeless assistance.

(limit 2,500 characters)

The Michigan Campaign to End Homelessness has partnered with C4 Innovations, a consultant that currently works with our CoC and others to identify ways in which we can improve our CoC from a racial equity lens. This includes utilizing and reviewing data analysis and data processes to help in promoting racial equity in the homeless response system. This work includes establishing a baseline of the CoC strengths and room for improvement such as reviewing data by race and ethnicity such as in the analysis referred to in section 1D-10a. This work also includes a peer support system with other CoCs to share practices that are working well.

HAND, as the Collaborative Applicant, will be looking at our policies and procedures to identify inequitable practices and make corrections to promote racial equity. Likewise, we intend to review the practices of our coordinated entry system to improve racial equity outcomes.

We would like to cast a wide net to review equity from a subpopulation perspective. Historically, single males have been the majority of those experiencing homelessness in our system. As such, many resources have catered to them. Our goal is to design a system that is more equitable and responsive to the needs of other subpopulations including securing larger housing units for families, ensuring safety for those fleeing domestic violence, and having more options for people who identify as LGTBQ+.

We have also identified the need to build cross-system partnerships to improve racial equity outcomes in the homeless system. We cannot improve racial equity in the homeless system without also addressing the systems that feed the homeless system. Inequities in employment, education, and corrections impact the homeless system at the start of a person's engagement with homelessness resources.

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| 1D-10d. | Tracking Progress on Preventing or Eliminating Disparities. | |
| | NOFO Section VII.B.1.q. | |

Describe in the field below the measures your CoC has in place to track progress on preventing or eliminating disparities in the provision or outcomes of homeless assistance.

(limit 2,500 characters)

The CoC is working on joining the City of Detroit Housing Taskforce which will allow for better advocacy for clients and improve the availability of housing. The Detroit Advisory Group works at advocating and participating in efforts to eliminate and prevent homelessness and racial disparities.

The CoC also currently works with building and maintaining relationships with landlords and is partnering with a local realty group (Professional Realty) to help decrease discrimination and destigmatize Persons with Lived Experience of Homelessness (PWLEH), and persons with evictions.

The CoC continuously works at creating pathways to redistribute power to PWLEH including using their voices and experiences of the CoC programs and services. In addition to providing PWLEH and community stakeholders to submit written grievances, the CoC has opened up a space for public comment at CoC Board Meetings to voice grievances and concerns on a publicly recorded platform.

The CoC also works with Workforce Development to prevent disparities in income level and work with Case Managers to assure that they are working with clients to increase income. The CoC encourages providers to offer financial literacy training.

The CoC recognizes that our clients come to our system after being failed in other systems such as employment, training opportunities, and the community not having enough affordable and livable housing stock but continues to strive for favorable outcomes in the homelessness system.

Lastly, the Detroit CoC – like other CoCs across the country – has started conversations regarding the assessment tool used for coordinated entry and is exploring if tool currently being used needs to be replaced. The CoC is committed to using a common assessment tool that reduces bias or disparities in the provision of homeless assistance and acknowledges the intersectionality of homelessness and other factors present in a person’s life.

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| 1D-11. | Involving Individuals with Lived Experience of Homelessness in Service Delivery and Decisionmaking–CoC’s Outreach Efforts. | |
| | NOFO Section VII.B.1.r. | |

Describe in the field below your CoC’s outreach efforts (e.g., social media announcements, targeted outreach) to engage those with lived experience of homelessness in leadership roles and decision making processes.

(limit 2,500 characters)

The CoC has worked hard over the past several years to engage persons with lived experience of homelessness (PWLEH) in meaningful and sustainable ways. In 2016 the CoC developed our Youth Action Board (YAB). Over the years, the CoC has worked to integrate the YAB into our work and decision-making mechanisms. The YAB has been a vital decision maker within our Committee on Youth Homelessness which sets strategic priorities and drives our system’s response to the needs of youth. They also were integral within the CoC’s YHDP application and subsequent CCP development processes throughout 2021 and 2022. The YAB have been essential decision makers on our YHDP Core Team, led efforts to incorporate youth voice in the development of the CCP – including participating in 18 listening sessions, were instrumental voices in designing the YHDP projects and are now in the process of actively reviewing agencies who have applied to implement those projects. To further the meaningful incorporation of youth, in May 2022, the CoC Lead Agency developed a paid staff position for a YAB member to help drive the CoC’s efforts to further center the voices of youth in Detroit.

Further, in 2021, the CoC created a position devoted to centering the voices of and redistributing power to PWLEH within our system. Through 2019 and 2020, with the support of NIS, the CoC did targeted outreach to form our Detroit Advisors group which is made up of PWLEH – including members of our YAB. This group was formalized in August 2021 and adopted as a CoC committee in November 2021. The Advisors Group oversees policy decisions and participates in the setting and advancement of the CoC’s priorities. In addition to the work they advance, the Advisors Group elects 3 representatives to serve on the CoC Board with a priority that at least one of those positions be filled by a youth. The CoC is now working with the Advisors Group to expand membership. Flyers have been developed for distribution and outreach will be conducted at shelters and soup kitchens, through website and social media ads, and through leveraging the existing Advisors’ networks and connections. As the advisors elevate priorities, the CoC is working to be responsive and center those priorities while simultaneously chartering pathways for the advisors and other PWLEH to lead that work. The CoC has additionally implemented a policy for compensating the Advisors Group and YAB for their work at all the various levels in our system.

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| 1D-11a. | Active CoC Participation of Individuals with Lived Experience of Homelessness. | |
| | NOFO Section VII.B.1.r. | |

Enter in the chart below the number of people with lived experience who currently participate in your CoC under the five categories listed:

| | Level of Active Participation | Number of People with Lived Experience Within the Last 7 Years or Current Program Participant | Number of People with Lived Experience Coming from Unsheltered Situations |
|----|---|---|---|
| 1. | Included and provide input that is incorporated in the local planning process. | 14 | 7 |
| 2. | Review and recommend revisions to local policies addressing homelessness related to coordinated entry, services, and housing. | 14 | 7 |
| 3. | Participate on CoC committees, subcommittees, or workgroups. | 14 | 7 |

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| 4. | Included in the decisionmaking processes related to addressing homelessness. | 14 | 7 |
| 5. | Included in the development or revision of your CoC's local competition rating factors. | 4 | 0 |

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| 1D-11b. | Professional Development and Employment Opportunities for Individuals with Lived Experience of Homelessness. | |
| | NOFO Section VII.B.1.r. | |

Describe in the field below how your CoC or CoC membership organizations provide professional development and employment opportunities to individuals with lived experience of homelessness.

(limit 2,500 characters)

At the system level, a position was created (Engagement Manager) to invest in persons with lived experience of homelessness (PWLEH), support their integration into the CoC, and create pathways between CoC work and employment opportunities. Some of these employment opportunities are fostered through the development of employable skills. Others are cultivated through the prioritization or creation of jobs at both the system and provider level.

Professional Development Opportunities: PWLEH are provided several trainings on the CoC and are given access to attend any additional trainings put on by the system or our providers. The CoC provided scholarships to take 3 PWLEH to NAEH's National Conference in July 2022. Our YAB have attended conferences by National Network for Youth & Point Source Youth. In addition to attendance, our PWLEH have spoken at various conferences including the Michigan Department of Education, Michigan Youth & Families, and the Building Michigan Communities conferences. PWLEH are given opportunities for resume building and leadership within the work of the CoC as well. Some of the work they have recently helped lead includes PIT planning, the holding of focus groups and listening sessions, a local voter registration initiative for clients, funding application review, updating CoC policies, and advocacy. YAB members are also given an opportunity to attend a Leadership Development Retreat annually.

Employment Opportunities: Our system is working to not only consult with PWLEH to inform the work of the system, but to employ PWLEH to advance the work that they elevate. We currently provide compensation for all involvement, but ultimately hope to transition to an employment model. Some job opportunities have already been created. For instance, the CoC recently hired a position for a YAB member to facilitate the deeper integration of the YAB into system-level work. Further, all new programs funded through YHDP are required to hire peer supports. YAB members are also given access to a 6-week Summer Employment Opportunity through a partnership with Detroit Employment Solutions and a local provider. Many of our providers hire former clients and PWLEH at various levels within their programming and we are exploring ways to intentionally incentivize this as a CoC. We are also trying to engage local philanthropy to create system-level positions to add capacity and allow for PWLEH to take full ownership of the priorities they elevate.

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| 1D-11c. | Routinely Gathering Feedback and Addressing Challenges of Individuals with Lived Experience of Homelessness. | |
| | NOFO Section VII.B.1.r. | |

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| Describe in the field below how your CoC: | |
| 1. | how your CoC routinely gathered feedback from people experiencing homelessness and people who have received assistance through the CoC or ESG program on their experience receiving assistance; and |
| 2. | the steps your CoC has taken to address challenges raised by people with lived experience of homelessness |

(limit 2,500 characters)

1. The CoC has several pathways to gather feedback from persons with lived experience of homelessness (PWLEH) -including current and former clients. The CoC has a robust grievance process in which clients can directly elevate concerns to the CoC about an existing program, with the CoC then taking appropriate action to remedy the concern. In addition to this, the CoC has been working to redistribute power and decision-making authority to PWLEH. The CoC has a Youth Action Board (YAB) and Advisors Group – two formal entities within the CoC made up of PWLEH – who are integrated into the planning and decision-making structures of the CoC. The CoC meets weekly with the YAB and bi-weekly with the Advisors Group to advance the work of the CoC. The YAB and Advisors Group members are involved in the full range of CoC tasks including data collection, community assessments, analysis, and local strategy development. 3 seats on the CoC Board are reserved for PWLEH and we require that all CoC-funded agencies have at least one PWLEH on their own boards. Over the course of 2021 and 2022, the CoC held 2 PWLEH-led focus groups and 18 listening sessions to garner input from clients to update our strategy and priorities. In partnership with the Advisors Group, this year the CoC has integrated a public comments process into our General Membership and Board Meetings, and in the coming year, the CoC hopes to launch a formal town hall process to regularly meet with clients.

2. In 2021, the CoC developed and hired a position, our Engagement Manager, devoted to the centering of PWLEH. That position works to elevate priorities shared by PWLEH and create pathways within the system to center those priorities. As concerns are raised by PWLEH through the various levels of input, the CoC is striving to be responsive and to center those concerns as essential pieces of work. For instance, the YAB elevated the need to improve access to our system for youth. Together, we brainstormed solutions. And now the CoC Lead and the YAB are partnering with our CE Lead to develop mobile units that will engage youth at various drop-in centers in Detroit. Our CE will also prioritize hiring youth to fill the positions brought on to carry this out. This is just one example. The ultimate hope is that our system’s priorities will continue to increasingly be set, informed, and driven by PWLEH.

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| 1D-12. | Increasing Affordable Housing Supply. | |
| | NOFO Section VII.B.1.t. | |

Describe in the field below at least 2 steps your CoC has taken in the past 12 months that engage city, county, or state governments that represent your CoC’s geographic area regarding the following:

| | |
|----|--|
| 1. | reforming zoning and land use policies to permit more housing development; and |
| 2. | reducing regulatory barriers to housing development. |

(limit 2,500 characters)

1. The Detroit CoC has engaged with the City of Detroit to discuss the use of HOME ARP funds. Meetings have been scheduled to discuss the CoC's current Low Income Housing Tax Credit (LIHTC) Letter of Support process to include HOME funds and further incorporate applicants applying for the 4% benefit into the current process. The LIHTC Committee has recently undergone active recruitment to solicit more community partners to the committee. The LIHTC Committee has worked diligently to ensure that applicants seeking the 10% set-aside have low-barrier tenant selection processes.

2. Several members of the Detroit CoC regularly attend the monthly Michigan Homeless Policy Council (MHPC) meetings since the inception of the statewide effort to address racial inequities in the homeless system. The CoC also has a standing representative on the MHPC. Attendees have lifted up the need to challenge state and local laws that generate barriers in housing. Usage of land banks, policies concerning landlord registries, and other topics have been brought forward in the meetings. Additional suggestions include addressing outside industries that directly impact the homeless service system (real estate and mortgage companies, credit bureaus, banks, law enforcement, the judicial system, education systems, etc.). Detroit CoC members contend that addressing the root causes of homelessness (loss of home ownership due to property tax increases and foreclosures, legal evictions, illegal evictions, evictions due to the landlord selling the home, landlord fraud, inability to pay utility bills, disparities in mortgage applications, differences in interest rates, disparities in how laws are enforced and tried in the judicial system, etc.) will yield a bigger and longer lasting impact in ending homelessness. The MHPC has currently drafted a strategic plan to end homelessness, and some of these suggestions have been incorporated into the strategic plan.

1E. Project Capacity, Review, and Ranking–Local Competition

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

| | | |
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| 1E-1. | Web Posting of Your CoC's Local Competition Deadline–Advance Public Notice. | |
| | NOFO Section VII.B.2.a. and 2.g. | |
| | You must upload the Local Competition Deadline attachment to the 4B. Attachments Screen. | |

| | | |
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| | Enter the date your CoC published the deadline for project applicants to submit their applications to your CoC's local competition. | 06/21/2022 |
|--|---|------------|

| | | |
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| 1E-2. | Project Review and Ranking Process Your CoC Used in Its Local Competition. We use the response to this question and the response in Question 1E-2a along with the required attachments from both questions as a factor when determining your CoC's eligibility for bonus funds and for other NOFO criteria below. | |
| | NOFO Section VII.B.2.a., 2.b., 2.c., and 2.d. | |
| | You must upload the Local Competition Scoring Tool attachment to the 4B. Attachments Screen. | |
| | Select yes or no in the chart below to indicate how your CoC ranked and selected project applications during your local competition: | |

| | | |
|----|--|-----|
| 1. | Established total points available for each project application type. | Yes |
| 2. | At least 33 percent of the total points were based on objective criteria for the project application (e.g., cost effectiveness, timely draws, utilization rate, match, leverage), performance data, type of population served (e.g., DV, youth, Veterans, chronic homelessness), or type of housing proposed (e.g., PSH, RRH). | Yes |
| 3. | At least 20 percent of the total points were based on system performance criteria for the project application (e.g., exits to permanent housing destinations, retention of permanent housing, length of time homeless, returns to homelessness). | Yes |
| 4. | Provided points for projects that addressed specific severe barriers to housing and services. | Yes |
| 5. | Used data from comparable databases to score projects submitted by victim service providers. | Yes |

| | | |
|--------|--|--|
| 1E-2a. | Scored Project Forms for One Project from Your CoC's Local Competition. We use the response to this question and Question 1E-2. along with the required attachments from both questions as a factor when determining your CoC's eligibility for bonus funds and for other NOFO criteria below. | |
| | NOFO Section VII.B.2.a., 2.b., 2.c., and 2.d. | |

You must upload the Scored Forms for One Project attachment to the 4B. Attachments Screen.
 Complete the chart below to provide details of your CoC's local competition:

| | | |
|----|---|--------|
| 1. | What were the maximum number of points available for the renewal project form(s)? | 117 |
| 2. | How many renewal projects did your CoC submit? | 43 |
| 3. | What renewal project type did most applicants use? | PH-PSH |

| | | |
|--------|---|--|
| 1E-2b. | Addressing Severe Barriers in the Local Project Review and Ranking Process. | |
| | NOFO Section VII.B.2.d. | |

- Describe in the field below:
- | | |
|----|---|
| 1. | how your CoC collected and analyzed data regarding each project that has successfully housed program participants in permanent housing; |
| 2. | how your CoC analyzed data regarding how long it takes to house people in permanent housing; |
| 3. | how your CoC considered the specific severity of needs and vulnerabilities experienced by program participants preventing rapid placement in permanent housing or the ability to maintain permanent housing when your CoC ranked and selected projects; and |
| 4. | considerations your CoC gave to projects that provide housing and services to the hardest to serve populations that could result in lower performance levels but are projects your CoC needs in its geographic area. |

(limit 2,500 characters)

1. CoC funded projects apply for renewal funding annually. As part of their application, projects submit an Annual Performance Report (APR) from HMIS for the calendar year under review (for the 2022 competition, the calendar year under review was 2021). The CoC analyzes the data from the project’s APR to determine the project’s success in moving people into permanent housing (TH, RRH, and TH-RRH) or helping people maintain their housing (PSH).
2. The CoC analyzes length of time to housing for PSH and RRH projects quarterly. This analysis is conducted by the HMIS Lead Agency using project-level data. The analysis looks at the length of time it takes a project to complete the Housing Move in Date data element as compared to the date when the project received the referral from CE.
3. The specific severity of needs the CoC considers when ranking and selecting projects is related to project type. PSH projects are ranked above other projects because these projects serve a highly vulnerable population, specifically persons experiencing chronic homelessness. Since the implementation of Coordinated Entry, all persons are assessed via a common assessment tool, which is used to determine the best housing intervention for the person. The CoC has additionally adopted HUD’s Order of Priority, which prioritizes the chronically homeless for PSH over non-chronically homeless. Adopting this common assessment tool and the orders of priority has resulted in a greater level of continuity amongst our PSH providers in the severity of needs in the persons being served. Therefore, all PSH providers are serving persons who have high levels of need and are highly vulnerable.
4. The CoC considers the severity of needs and vulnerabilities of persons served in CoC funded projects by ranking PSH projects above renewal RRH and TH projects. PSH projects have different (lower) performance expectations for income and employment measures. This is done in recognition that persons in PSH, who are chronically homeless, have greater barriers to increasing income/employment and, as PSH is a long-term program having a sustainable source of income is less urgent a need than for participants in short-term RRH and TH programs. Additionally, during the ranking process, if a project that serves a highly vulnerable population falls into Tier 2 during the ranking process, or is the only project of that kind in the CoC, the CoC board may decide to instead place that project into Tier 1.

| | | |
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| 1E-3. | Promoting Racial Equity in the Local Competition Review and Ranking Process. | |
| | NOFO Section VII.B.2.e. | |
| | Describe in the field below: | |
| 1. | how your CoC obtained input and included persons of different races, particularly those over-represented in the local homelessness population; | |
| 2. | how the input from persons of different races, particularly those over-represented in the local homelessness population, affected how your CoC determined the rating factors used to review project applications; | |
| 3. | how your CoC included persons of different races, particularly those over-represented in the local homelessness population, in the review, selection, and ranking process; and | |
| 4. | how your CoC rated and ranked projects based on the degree to which their project has identified any barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homelessness population, and has taken or will take steps to eliminate the identified barriers. | |

(limit 2,500 characters)

1. The CoC obtained input from a variety of persons when determining rating factors used to review project applications. Collaborative Applicant staff, CoC board, and two CoC committees were specifically a part of determining rating factors for renewal and new projects. Amongst these individuals, of those who chose to disclose this information, 63% identified as non-white and 38% identified as white. Additionally, 6% identified as Hispanic/Latino. Proposed rating factors for renewal projects are subject to a public comment process, and comments were accepted from anyone in the CoC who chose to respond. The opportunity to comment on renewal project rating factors was made known broadly across the CoC. The Detroit CoC is committed to ensuring a diversity of voices and opinions throughout the decision-making process.

2. All input and discussion regarding project rating and rating factors are considered, regardless of the race of the person providing the input. Changes are made to project rating and rating factors based on how the changes will allow the CoC to better evaluate project performance, utilize resources more effectively, and better meet the needs of the community.

3. There are several groups of people involved in the review, selection, and ranking process of renewal and new project applications, including Collaborative Applicant staff, committees, and the CoC board. Amongst these individuals, of those who chose to disclose this information, 53% identified as non-white and 47% identified as white. The Detroit CoC is committed to ensuring a diversity of voices and opinions throughout the decision-making process.

4. All program participants in CoC-funded projects are referred to those projects from the Coordinated Entry system. As a result, the extent to which the participants in those projects mirror the overall homeless system demographics is a reflection of our CE system, and less a reflection on the actual projects themselves, as the projects have little control over their “front door”. In 2022 the CoC decided to rank a renewing DV specific project higher on the ranking list to increase the likelihood of it being selected for funding and in recognition of the vulnerabilities of the people served in that project. The CoC will consider in future competitions incorporating rating and ranking factors related to how projects remove barriers faced by people of different races and ethnicities.

| | | |
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| 1E-4. | Reallocation—Reviewing Performance of Existing Projects. | |
| | NOFO Section VII.B.2.f. | |

Describe in the field below:

| | |
|----|---|
| 1. | your CoC’s reallocation process, including how your CoC determined which projects are candidates for reallocation because they are low performing or less needed; |
| 2. | whether your CoC identified any projects through this process during your local competition this year; |
| 3. | whether your CoC reallocated any low performing or less needed projects during its local competition this year; and |
| 4. | why your CoC did not reallocate low performing or less needed projects during its local competition this year, if applicable. |

(limit 2,500 characters)

1. The CoC has a policy that dictates circumstances in which a project will be reallocated. Projects may be reallocated for one of two reasons: project performance or community need. Reallocation based on performance: All renewal projects are evaluated and scored on objective criteria. If a renewal project scores under 70%, that project will be reallocated unless an appeal is granted. Projects that score under 70% may appeal and provide rationale for why the project should continue to be funded. If the appeal is not granted, the project will be reallocated. Reallocation based on need: The CoC uses data (gaps analysis, annual HMIS data, and CE data) to ensure the projects submitted to HUD align with community needs. If the CoC board decides to reallocate a project for reasons other than performance, that decision must be supported by data. Projects selected for reallocation for not meeting a community need are able to appeal this decision.

2. Using the CoC’s published reallocation policies and process, the CoC did not identify any projects to reallocate this year.

3. The CoC is not reallocating any low performing or less needed projects in this year’s competition.

4. In this year’s local project review, two renewal projects fell below the scoring threshold. Per our policy, these projects submitted an appeal and provided rationale why the project should be submitted for continued funding. Based on the rationale provided, the CoC board approved their submission for renewal funding and did not reallocate the projects. In the year to come, these two projects will be placed on a corrective action plan to address the performance concerns that initially caused the project to be scored (rated) low. The CoC also determined all projects submitted for funding this year were needed by the CoC.

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| 1E-4a. | Reallocation Between FY 2017 and FY 2022. | |
| | NOFO Section VII.B.2.f. | |

| | | |
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| | Did your CoC cumulatively reallocate at least 20 percent of its ARD between FY 2017 and FY 2022? | No |
|--|--|----|

| | | |
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| 1E-5. | Projects Rejected/Reduced–Notification Outside of e-snaps. | |
| | NOFO Section VII.B.2.g. | |
| | You must upload the Notification of Projects Rejected-Reduced attachment to the 4B. Attachments Screen. | |

| | | |
|----|--|------------|
| 1. | Did your CoC reject or reduce any project application(s)? | Yes |
| 2. | Did your CoC inform applicants why their projects were rejected or reduced? | Yes |
| 3. | If you selected Yes for element 1 of this question, enter the date your CoC notified applicants that their project applications were being rejected or reduced, in writing, outside of e-snaps. If you notified applicants on various dates, enter the latest date of any notification. For example, if you notified applicants on 06/26/2022, 06/27/2022, and 06/28/2022, then you must enter 06/28/2022. | 08/17/2022 |

| | | |
|--------|---|--|
| 1E-5a. | Projects Accepted–Notification Outside of e-snaps. | |
| | NOFO Section VII.B.2.g. | |
| | You must upload the Notification of Projects Accepted attachment to the 4B. Attachments Screen. | |

| | | |
|--|--|------------|
| | Enter the date your CoC notified project applicants that their project applications were accepted and ranked on the New and Renewal Priority Listings in writing, outside of e-snaps. If you notified applicants on various dates, enter the latest date of any notification. For example, if you notified applicants on 06/26/2022, 06/27/2022, and 06/28/2022, then you must enter 06/28/2022. | 09/15/2022 |
|--|--|------------|

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| 1E-5b. | Local Competition Selection Results–Scores for All Projects. | |
| | NOFO Section VII.B.2.g. | |
| | You must upload the Final Project Scores for All Projects attachment to the 4B. Attachments Screen. | |

| | | |
|--|--|-----|
| | Does your attachment include: 1. Applicant Names; 2. Project Names; 3. Project Scores; 4. Project Rank–if accepted; 5. Award amounts; and 6. Projects accepted or rejected status. | Yes |
|--|--|-----|

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|--------|---|--|
| 1E-5c. | 1E-5c. Web Posting of CoC-Approved Consolidated Application. | |
| | NOFO Section VII.B.2.g. | |
| | You must upload the Web Posting–CoC-Approved Consolidated Application attachment to the 4B. Attachments Screen. | |

| | | |
|--|--|------------|
| | Enter the date your CoC posted the CoC-approved Consolidated Application on the CoC’s website or partner’s website–which included: 1. the CoC Application; and 2. Priority Listings for Reallocation forms and all New, Renewal, and Replacement Project Listings. | 09/26/2022 |
|--|--|------------|

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| 1E-5d. | Notification to Community Members and Key Stakeholders that the CoC-Approved Consolidated Application is Posted on Website. | |
| | NOFO Section VII.B.2.g. | |
| | You must upload the Notification of CoC-Approved Consolidated Application attachment to the 4B. Attachments Screen. | |

| | | |
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| | Enter the date your CoC notified community members and key stakeholders that the CoC-approved Consolidated Application has been posted on the CoC’s website or partner’s website. | 09/26/2022 |
|--|---|------------|

2A. Homeless Management Information System (HMIS) Implementation

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

| | | |
|-------|---------------------------------|--|
| 2A-1. | HMIS Vendor. | |
| | Not Scored–For Information Only | |

| | | |
|--|--|--------------------|
| | Enter the name of the HMIS Vendor your CoC is currently using. | Community Services |
|--|--|--------------------|

| | | |
|-------|------------------------------------|--|
| 2A-2. | HMIS Implementation Coverage Area. | |
| | Not Scored–For Information Only | |

| | | |
|--|--|-----------|
| | Select from dropdown menu your CoC’s HMIS coverage area. | Statewide |
|--|--|-----------|

| | | |
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| 2A-3. | HIC Data Submission in HDX. | |
| | NOFO Section VII.B.3.a. | |

| | | |
|--|---|------------|
| | Enter the date your CoC submitted its 2022 HIC data into HDX. | 05/05/2022 |
|--|---|------------|

| | | |
|-------|--|--|
| 2A-4. | Comparable Database for DV Providers–CoC and HMIS Lead Supporting Data Collection and Data Submission by Victim Service Providers. | |
| | NOFO Section VII.B.3.b. | |

| | |
|----|---|
| | In the field below: |
| 1. | describe actions your CoC and HMIS Lead have taken to ensure DV housing and service providers in your CoC collect data in databases that meet HUD’s comparable database requirements; and |
| 2. | state whether your CoC is compliant with the 2022 HMIS Data Standards. |

(limit 2,500 characters)

1. The Detroit CoC currently has two homeless service providers with a total of three projects that are serving the DV population and are restricted from entering data in HMIS. The comparable databases they are using are Empower and QuickBase. The HMIS Lead Agency has worked with all of them to evaluate and ensure that they have a functional comparable database to record DV data. The HMIS Lead Agency continues to support them by assisting with development and/or updates to their perspective comparable databases to capture relevant data. They are held to the same standard for data completeness and data quality and participate on the CoC sector specific work groups where this information is frequently reviewed. The HMIS Lead Agency works with them annually to ensure they can submit their APR & CAPER reports. The HMIS Lead Agency provides direct technical assistance to all projects through our required Agency Administration meetings that are held every 6 weeks or on an as-needed basis.

2. Our Coc's DV providers are compliant with the 2022 data standards.

| | | |
|-------|---|--|
| 2A-5. | Bed Coverage Rate—Using HIC, HMIS Data—CoC Merger Bonus Points. | |
| | NOFO Section VII.B.3.c. and VII.B.7. | |

Enter 2022 HIC and HMIS data in the chart below by project type:

| Project Type | Total Beds 2022 HIC | Total Beds in HIC Dedicated for DV | Total Beds in HMIS | HMIS Bed Coverage Rate |
|-----------------------------------|---------------------|------------------------------------|--------------------|------------------------|
| 1. Emergency Shelter (ES) beds | 991 | 67 | 924 | 100.00% |
| 2. Safe Haven (SH) beds | 45 | 0 | 45 | 100.00% |
| 3. Transitional Housing (TH) beds | 279 | 8 | 271 | 100.00% |
| 4. Rapid Re-Housing (RRH) beds | 902 | 63 | 839 | 100.00% |
| 5. Permanent Supportive Housing | 2,886 | 0 | 2,399 | 83.13% |
| 6. Other Permanent Housing (OPH) | 231 | 0 | 231 | 100.00% |

| | | |
|--------|--|--|
| 2A-5a. | Partial Credit for Bed Coverage Rates at or Below 84.99 for Any Project Type in Question 2A-5. | |
| | NOFO Section VII.B.3.c. | |

For each project type with a bed coverage rate that is at or below 84.99 percent in question 2A-5, describe:

| | |
|----|--|
| 1. | steps your CoC will take over the next 12 months to increase the bed coverage rate to at least 85 percent for that project type; and |
| 2. | how your CoC will implement the steps described to increase bed coverage to at least 85 percent. |

(limit 2,500 characters)

1. 487 VASH PSH beds were not captured in HMIS in the 2022 HIC, resulting in PSH bed coverage rate under 85%. We were able to capture 20 VASH PSH beds in HMIS and plan for this number to improve over the next year. The HMIS Lead continues to work with our local VA to encourage HMIS collaboration and the use of the HMIS system for their homelessness programs. The VA VASH staff started entering data directly in HMIS for their PSH programming in October of 2021. Over the next year this direct data entry will continue to positively impact our PSH coverage.

2. The VA VASH staff were onboarded and trained on HMIS Data Entry in August 2021 & started entering data in October of 2021. The team is meeting our goal of capturing VASH activity for clients on our community Veteran By Name List. The entering of the VASH data going forward will provide HMIS coverage for a portion of those clients in PSH. We are going to continue to explore the ability to 1. get VASH data entered on clients prior to October 2021 that are still housed and 2. Importing data from HOMES on all VASH beds into HMIS for the 2023HIC. We continue to participate on the statewide planning committee & coordinate with our HMIS vendor that is spearheading some of these efforts. The CoC goal is to get 100% coverage for PSH and the VA data is moving in the right direction as evidenced by our local veteran partner's recent commitments.

| | | |
|-------|---|--|
| 2A-6. | Longitudinal System Analysis (LSA) Submission in HDX 2.0. | |
| | NOFO Section VII.B.3.d. | |

| | |
|--|-----|
| Did your CoC submit LSA data to HUD in HDX 2.0 by February 15, 2022, 8 p.m. EST? | Yes |
|--|-----|

2B. Continuum of Care (CoC) Point-in-Time (PIT) Count

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

| | | |
|--------------|------------------------|--|
| 2B-1. | PIT Count Date. | |
| | NOFO Section VII.B.4.b | |

| | | |
|--|---|------------|
| | Enter the date your CoC conducted its 2022 PIT count. | 01/26/2022 |
|--|---|------------|

| | | |
|--------------|--|--|
| 2B-2. | PIT Count Data–HDX Submission Date. | |
| | NOFO Section VII.B.4.b | |

| | | |
|--|---|------------|
| | Enter the date your CoC submitted its 2022 PIT count data in HDX. | 05/05/2022 |
|--|---|------------|

| | | |
|--------------|--|--|
| 2B-3. | PIT Count–Effectively Counting Youth. | |
| | NOFO Section VII.B.4.b. | |

Describe in the field below how during the planning process for the 2022 PIT count your CoC:

| | |
|----|---|
| 1. | engaged stakeholders that serve homeless youth; |
| 2. | involved homeless youth in the actual count; and |
| 3. | worked with stakeholders to select locations where homeless youth are most likely to be identified. |

(limit 2,500 characters)

1. The CoC consulted with youth-serving organizations and providers consulted with youth with lived experience to receive input on how to engage youth and how to ask questions related to SOGIE (sexual orientation, gender identity, and expression), HIV/AIDS status, disabilities and substance and mental health needs.

2. Youth homeless service providers were a part of the unsheltered point in time count. Additionally, several youth likewise participated in the unsheltered street count. The CoC planned to have special events to reach out specifically to youth however, due to an uptick in COVID-19 cases the special events were canceled. Instead, youth teams (which included persons with lived experience of homelessness) were assembled to count youth in known locations and administer the specialized youth survey

3. The conversations the CoC had with youth-serving organizations while planning for the PIT also included discussions on known locations where youth tend to be. Additionally, youth teams participating in the PIT counted in those areas where youth were most likely to be identified.

| | | |
|-------|---|--|
| 2B-4. | PIT Count–Methodology Change–CoC Merger Bonus Points. | |
| | NOFO Section VII.B.5.a and VII.B.7.c. | |
| | In the field below: | |
| | 1. describe any changes your CoC made to your sheltered PIT count implementation, including methodology or data quality changes between 2021 and 2022, if applicable; | |
| | 2. describe any changes your CoC made to your unsheltered PIT count implementation, including methodology or data quality changes between 2021 and 2022, if applicable; and | |
| | 3. describe how the changes affected your CoC’s PIT count results; or | |
| | 4. state “Not Applicable” if there were no changes or if you did not conduct an unsheltered PIT count in 2022. | |

(limit 2,500 characters)

1. There were no changes in methodology or data quality between 2021 and 2022 for the sheltered PIT.

2. The CoC received a waiver for the 2021 Unsheltered Count therefore there was no unsheltered count done in the previous year. The last year that an unsheltered count was conducted was in 2019. In 2019 there was a polar vortex during the PIT in which a special task force was established to engage those found unsheltered and connect persons to shelter beds. For the 2022 PIT, The CoC was able to utilize an Unsheltered Count Application called Counting Us to capture the data in place of paper forms.

3. Because surveys were conducted utilizing the Counting Us Application to gather pertinent information about the unsheltered persons; data collection was more efficient and accurate. The use of the app during survey hours allowed for faster collection times and allowed our surveyors to canvas a wider range of the CoC during PIT hours. This year the CoC had 27 teams for the unsheltered street count versus 24 teams in the 2019 PIT Count.

2C. System Performance

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

| | | |
|--------------|--|--|
| 2C-1. | Reduction in the Number of First Time Homeless–Risk Factors Your CoC Uses. | |
| | NOFO Section VII.B.5.b. | |
| | In the field below: | |
| | 1. describe how your CoC determined the risk factors to identify persons experiencing homelessness for the first time; | |
| | 2. describe your CoC’s strategies to address individuals and families at risk of becoming homeless; and | |
| | 3. provide the name of the organization or position title that is responsible for overseeing your CoC’s strategy to reduce the number of individuals and families experiencing homelessness for the first time | |

(limit 2,500 characters)

1. The Detroit CoC determined risk for first-time homelessness by using diversion and prevention assessment and screening tools (including screening for ERAP) when people first access CE.

- All persons who access CE are asked questions to assist them with identifying other options for safe housing and divert them from shelter. Risk factors include a lack of natural supports and a lack of income.
- Prevention programs prioritize people most at risk of homelessness or eviction. A screening tool is used to determine homeless risk. Eviction risk is determined by where the person is in the court process. This prioritization process ensures the persons facing the most urgent eviction crisis, and most at-risk of eviction, are prioritized first.

2. Strategies used to reduce the number of first time homeless:

- Diversion: Every attempt is made to divert persons seeking ES to a safe housing other than shelter. In CY21, 2,066 households were diverted from shelter an average of 8 households per day. This total represented 26% of people with a CE intake. Data show families were diverted at higher rates than individuals, and only 8% of those diverted needed financial assistance to be diverted.
- Prevention: The past year has seen record levels of funding to prevent people from becoming homeless. The City of Detroit intends to use \$962,770 in ESG/CDBG funding for prevention programs in the 2022-2023 program year. Over the past year, our CoC received \$120,000,000 in ERAP funding, ERAP, which has prevented thousands of families from becoming homeless. SSVF also provides prevention funding.
- CE: Screening occurs at CE to determine risk of eviction or homelessness; persons at greater risk are prioritized.
- CE: The Detroit CoC is committed to ensuring the CE system is easily accessible and navigable for those experiencing, or at-risk of, homeless. Ongoing efforts are made to identify how to reduce barriers to CE, such as offering different methods for people to access CE (phone, walk in, etc) in order to better divert people from homelessness.
- The CoC has found that people who are provided legal representation when going through the eviction process are less likely to end up experiencing homelessness and will promote the provision of resources to provide legal representation.

3. CAM Governance committee (diversion)

| | | |
|-------|---|--|
| 2C-2. | Length of Time Homeless—CoC's Strategy to Reduce. | |
| | NOFO Section VII.B.5.c. | |
| | In the field below: | |
| | 1. describe your CoC's strategy to reduce the length of time individuals and persons in families remain homeless; | |
| | 2. describe how your CoC identifies and houses individuals and persons in families with the longest lengths of time homeless; and | |
| | 3. provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the length of time individuals and families remain homeless. | |

(limit 2,500 characters)

1. Strategies to reduce length of time homeless:
 - Over the past year the CoC has worked with a Realty company to assist the CoC with recruiting landlords. This work has had some success in increasing the pool of landlords willing to rent to program participants.
 - The CoC is strategic about increasing the supply of housing funded via tax credits or other sources
 - The CoC looks for ways to increase program staff capacity and quality of services, and analyzing on quarterly basis how long it takes to move a person from PSH/RRH referral to move-in to further identify points in the process where improvement is needed.
 - A “Moving Up” strategy is used to move people from PSH/RRH into an HCV, thereby freeing up that PSH/RRH resource for another person experiencing homelessness. The provision of EHV in the CoC over the past 2 years has proven to be helpful moving people out of homelessness more quickly.
 - Navigation services are provided to people assessed for PSH to help them exit shelter and access housing more quickly. Navigation services are being expanded to people in ES who may not otherwise receive such services and to people who are unsheltered as a part of our Street Outreach teams. Under the Supplemental NOFO, The CoC is applying for Navigation services targeted to people who are unsheltered, to help move them into housing more quickly.
 - LOT data is provided quarterly to City of Detroit for program monitoring.
 - The CoC will advocate for the reduction of barriers to housing, such as the need for documentation and advocate for increased resources to assist people with acquiring that documentation.

2. The CE assessment tools assess for the length of time a person has been homeless. The first priority for PSH projects is chronically homeless with highest service needs and longest time homeless. Second priority is chronically homeless with the longest time homeless. For RRH, LOT is a prioritization tie-breaking factor after prioritizing those who are unsheltered and/or fleeing domestic violence. The CoC continually analyzes its prioritization factors to ensure the most vulnerable and those with the longest lengths of time homeless are prioritized for housing.

3. The following CoC workgroups are responsible for implementing the above strategies: PSH & RRH workgroups, Moving Up, and Chronic and Veterans By-Name-List workgroups, and PSH case consult. The CoC’s Performance and Evaluation Committee oversees the above strategies.

| | | |
|-------|---|--|
| 2C-3. | Exits to Permanent Housing Destinations/Retention of Permanent Housing–CoC’s Strategy | |
| | NOFO Section VII.B.5.d. | |

| | |
|----|--|
| | In the field below: |
| 1. | describe your CoC’s strategy to increase the rate that individuals and persons in families residing in emergency shelter, safe havens, transitional housing, and rapid rehousing exit to permanent housing destinations; |
| 2. | describe your CoC’s strategy to increase the rate that individuals and persons in families residing in permanent housing projects retain their permanent housing or exit to permanent housing destinations; and |
| 3. | provide the name of the organization or position title that is responsible for overseeing your CoC’s strategy to increase the rate that individuals and families exit to or retain permanent housing. |

(limit 2,500 characters)

1. Strategies to improve ES performance, as ES programs struggle with exits:
 - Performance expectations for ES are incorporated into City of Detroit contracts.
 - Monthly ES workgroups a peer-sharing venue to trouble-shoot barriers to housing people.
 - CoC’s Performance and Evaluation Committee reviews quarterly shelter outcome data to determine what systems changes may be needed to improve performance.
 - Increased HCV targeted to persons in ES, and improved communication related to HCV, increasing person’s ability to exit shelter to permanent housing.
 - Shelters with especially poor performance receive technical assistance; at time their funding may be reallocated to higher-performing providers.
 - Shelter time limits lifted, allowing people to stay in shelter longer and increase chance of PH exit.
 - A new ESG-funded project type developed to provide Navigation services to people in shelter not otherwise eligible for Navigation. Navigation services help increase the person’s ability to exit shelter to permanent housing. The CoC is also applying for Supplemental NOFO projects of this type.
- Strategies to address performance in TH, RRH, and SH:
- CoC and ESG RRH evaluated on PH exit rates.
 - CoC TH providers evaluated on PH exits rates.
 - HCV used to transition persons in RRH to a permanent subsidy.
 - The CoC will work with the VA to develop strategies to improve outcomes for SH projects (Low Demand GPD).
 - TH projects targeted to special populations to successfully address unique needs.

2. PSH performance is high at 99% over the past three years. Strategies to maintain/increase this rate:
 - The CoC uses data and gaps analysis to ensure the availability of appropriate, needed models of PSH.
 - PSH projects evaluated on housing retention and Housing First.
 - The CoC has been developing PSH quality standards; projects will be evaluated on those standards. Tech. assist. provided for projects not meeting quality standards.
 - PSH providers receive training on best practices in service provision in PSH.
 - Persons receiving PSH receive navigation services to assist with locating and moving into housing.
 - Clients may be transferred from one PSH project to another to retain housing.
 - Moving Up HCV used to transition persons in PSH to other PH.
 - PSH case consult mtgs to avoid terminations.

3. Provider workgroups (PSH, RRH, ES) oversee the outcomes of their projects. Performance & Evaluation Committee reviews and monitors exit outcomes.

| | | |
|-------|---|--|
| 2C-4. | Returns to Homelessness—CoC’s Strategy to Reduce Rate. | |
| | NOFO Section VII.B.5.e. | |
| | In the field below: | |
| 1. | describe your CoC’s strategy to identify individuals and families who return to homelessness; | |

| | |
|----|--|
| 2. | describe your CoC's strategy to reduce the rate of additional returns to homelessness; and |
| 3. | provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the rate individuals and persons in families return to homelessness. |

(limit 2,500 characters)

1. People who return to homelessness are identified when accessing CE, re-entering ES, or via contact with Street Outreach. Prior HMIS entries confirm if the person is returning to homelessness.

2. The following strategies are used to decrease returns to homelessness:
 - PSH programs are able to receive tech. assist. to build capacity to align services with best practices and quality standards, with the goal of programs being able to retain persons in housing or successful exits for program leavers.
 - Bi-weekly PSH case conference identify strategies to assist persons at risk of losing their housing. If needed, PSH clients are transferred to another PSH provider to prevent loss of housing.
 - As resources allow, providers follow-up after a person exits, allowing for re-engagement if persons become at risk of re-entering homelessness, as data shows persons are more likely to return within 6 months of exit.
 - ES programs have received funding to increase case management capacity and have been trained on case management provision, to assist clients with accessing housing.
 - Increased HCVs will allow persons on RRH or ES to transition to a permanent subsidy, decreasing risk of future homelessness. Further analysis is planned to determine factors that may cause people to lose their HCV and thereby become homeless again.
 - CE diverts people from entering ES.
 - Prevention resources (rental and legal assistance) are targeted to people at-risk of homelessness.
 - If Street Outreach determines an unsheltered person is housed in PSH/RRH, they redirect the client back to housing.
 - The CoC has some projects targeted to special populations to successfully address unique needs.
 - Analysis of the CoC's Stella data shows single adults and persons who only use shelters have the highest rates of returns to homelessness. This analysis will help our CoC better understand where additional strategies are needed.
 - In the coming year, the CoC's newly formed Capacity Building & Training Manager role will help to ensure provider agencies have access to, and receive, training on best practices in service delivery including providing services in a trauma-informed and culturally informed manner. Improving the quality of services provided may reduce the risk of people returning to homelessness.

3. Entities responsible for these strategies:
 - Performance & Evaluation Committee, general oversight
 - PSH, RRH, ES, and Prevention Workgroups

| | | |
|-------|---|--|
| 2C-5. | Increasing Employment Cash Income—CoC's Strategy. | |
| | NOFO Section VII.B.5.f. | |

In the field below:

| | |
|----|---|
| 1. | describe your CoC's strategy to access employment cash sources; |
|----|---|

| | |
|----|---|
| 2. | describe how your CoC works with mainstream employment organizations to help individuals and families experiencing homelessness increase their cash income; and |
| 3. | provide the organization name or position title that is responsible for overseeing your CoC's strategy to increase income from employment. |

(limit 2,500 characters)

1. In 2019 the CoC began developing a partnership between the CoC, Coordinated Entry, and Detroit's Workforce Development Department (Detroit At Work) to create greater alignment between workforce development system and homeless service system to create greater access to employment for people experiencing homelessness. From July 2020 – Feb 2021, this partnership accomplished:

- Data sharing between Detroit At Work and CE
- Pilot referral project between CE and Detroit at work, resulting in 25% of referrals connecting to workforce development
- 8 cross-training for workforce development and homeless system staff, resulting in greater understanding of & greater ability for staff to help clients access both systems
- Hired a Workforce & Homeless System Alignment Program Manager, a position dedicated to moving this systems alignment work forward.
- A representative from Detroit At Work was added to the CoC board in 2020. As of 2022, this individual remains on the CoC board and is currently working with an organization connects job seekers with educational and employment opportunities.

Feedback from stakeholders has shown the following are future areas of strategic focus the CoC should consider:

- Providing credit repair services.
- Increased follow up and engagement with people who are connected to employment programs, to better understand what works and doesn't work following referrals.
- Increase resources for basic items people need while job-searching (ids, cell phone, laptops, etc)

2. The partnership begun between CE and Detroit At Work (DAW) in July 2020 continued into 2021. In 2021, CE staff referred 601 households to DAW. DAW staff then worked with these households to get them connected to employment services. Additionally, the ERAP program in Detroit (known locally as CERA) developed new & improved partnership with the workforce development system. The DAW program connects ready to work Detroiters who are at risk of eviction or recently evicted to employment opportunities. The DAW Career Center quickly links CERA household members to job opportunities. These job opportunities focus on employers with short hiring processes. Housing case managers are utilized to ensure that households follow-up with DAW.

3. Performance & Evaluation committee provides general oversight for income & employment outcomes. CAM Governance committee provides oversight the work of CE, including strategy to refer people accessing CE to workforce development.

| | | |
|--------|--|--|
| 2C-5a. | Increasing Non-employment Cash Income—CoC's Strategy | |
| | NOFO Section VII.B.5.f. | |

In the field below:

| | |
|----|--|
| 1. | describe your CoC's strategy to access non-employment cash income; and |
| 2. | provide the organization name or position title that is responsible for overseeing your CoC's strategy to increase non-employment cash income. |

(limit 2,500 characters)

1. The CoC uses several strategies to increase non-employment cash income for persons served in homeless programs:
 - All CoC-funded projects are evaluated annually on the extent to which persons served by the project increase their non-employment cash income. Holding projects accountable for this outcome helps to ensure the projects are taking all steps necessary (including reporting accurate data) on how they increase client's non-cash income.
 - The CoC also provides timely and relevant information to agencies about opportunities for clients to receive new, or increases in, non-employment cash income. This information is shared via the email listserv and at meeting.
 - 100% of CoC project applications submitted in FY2022 indicate program participants have access to SSI/SSDI technical assistance. 78% of project applications indicated the person providing this technical assistance completed SOAR training in the past 24 months; in the coming year the CoC will explore if additional SOAR training is needed for providers and/or promote SOAR training that is available.
 - The CoC HMIS Lead Agency will also continue to stress to agencies the importance of accurate data entry on income sources; data entry training will be provided for those agencies that need this assistance.

2. Position responsible for overseeing your CoC's strategy to increase non-employment cash income: Performance and Evaluation Committee

3A. Coordination with Housing and Healthcare

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

| | | |
|--------------|---|--|
| 3A-1. | New PH-PSH/PH-RRH Project–Leveraging Housing Resources. | |
| | NOFO Section VII.B.6.a. | |
| | You must upload the Housing Leveraging Commitment attachment to the 4B. Attachments Screen. | |

| | | |
|--|--|-----|
| | Is your CoC applying for a new PH-PSH or PH-RRH project that uses housing subsidies or subsidized housing units which are not funded through the CoC or ESG Programs to help individuals and families experiencing homelessness? | Yes |
|--|--|-----|

| | | |
|--------------|--|--|
| 3A-2. | New PH-PSH/PH-RRH Project–Leveraging Healthcare Resources. | |
| | NOFO Section VII.B.6.b. | |
| | You must upload the Healthcare Formal Agreements attachment to the 4B. Attachments Screen. | |

| | | |
|--|--|-----|
| | Is your CoC applying for a new PH-PSH or PH-RRH project that uses healthcare resources to help individuals and families experiencing homelessness? | Yes |
|--|--|-----|

| | | |
|--------------|--|--|
| 3A-3. | Leveraging Housing/Healthcare Resources–List of Projects. | |
| | NOFO Sections VII.B.6.a. and VII.B.6.b. | |

If you selected yes to questions 3A-1. or 3A-2., use the list feature icon to enter information about each project application you intend for HUD to evaluate to determine if they meet the criteria.

| Project Name | Project Type | Rank Number | Leverage Type |
|----------------------|--------------|-------------|---------------|
| Bell Supportive H... | PH-PSH | 45 | Both |

3A-3. List of Projects.

1. What is the name of the new project? Bell Supportive Housing Project Expansion
2. Enter the Unique Entity Identifier (UEI): ZNK2XWHKF888
3. Select the new project type: PH-PSH
4. Enter the rank number of the project on your CoC's Priority Listing: 45
5. Select the type of leverage: Both

3B. New Projects With Rehabilitation/New Construction Costs

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

| | | |
|--------------|--|--|
| 3B-1. | Rehabilitation/New Construction Costs–New Projects. | |
| | NOFO Section VII.B.1.s. | |

| | |
|--|----|
| Is your CoC requesting funding for any new project application requesting \$200,000 or more in funding for housing rehabilitation or new construction? | No |
|--|----|

| | | |
|--------------|--|--|
| 3B-2. | Rehabilitation/New Construction Costs–New Projects. | |
| | NOFO Section VII.B.1.s. | |

If you answered yes to question 3B-1, describe in the field below actions CoC Program-funded project applicants will take to comply with:

| | |
|----|---|
| 1. | Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); and |
| 2. | HUD’s implementing rules at 24 CFR part 75 to provide employment and training opportunities for low- and very-low-income persons, as well as contracting and other economic opportunities for businesses that provide economic opportunities to low- and very-low-income persons. |

(limit 2,500 characters)

3C. Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

| | | |
|-------|--|--|
| 3C-1. | Designating SSO/TH/Joint TH and PH-RRH Component Projects to Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. | |
| | NOFO Section VII.C. | |

| | | |
|--|--|----|
| | Is your CoC requesting to designate one or more of its SSO, TH, or Joint TH and PH-RRH component projects to serve families with children or youth experiencing homelessness as defined by other Federal statutes? | No |
|--|--|----|

| | | |
|-------|---|--|
| 3C-2. | Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. | |
| | NOFO Section VII.C. | |

You must upload the Project List for Other Federal Statutes attachment to the 4B. Attachments Screen.

If you answered yes to question 3C-1, describe in the field below:

| | |
|----|---|
| 1. | how serving this population is of equal or greater priority, which means that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under Section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth than serving the homeless as defined in paragraphs (1), (2), and (4) of the definition of homeless in 24 CFR 578.3; and |
| 2. | how your CoC will meet requirements described in Section 427(b)(1)(F) of the Act. |

(limit 2,500 characters)

4A. DV Bonus Project Applicants

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

| | | |
|-------|------------------------------------|--|
| 4A-1. | New DV Bonus Project Applications. | |
| | NOFO Section II.B.11.e. | |

| | | |
|--|--|-----|
| | Did your CoC submit one or more new project applications for DV Bonus Funding? | Yes |
|--|--|-----|

| | | |
|--------|-------------------------|--|
| 4A-1a. | DV Bonus Project Types. | |
| | NOFO Section II.B.11.e. | |

Select yes or no in the chart below to indicate the type(s) of new DV Bonus project(s) your CoC included in its FY 2022 Priority Listing.

| | Project Type | |
|----|---|-----|
| 1. | SSO Coordinated Entry | No |
| 2. | PH-RRH or Joint TH and PH-RRH Component | Yes |

You must click "Save" after selecting Yes for element 1 SSO Coordinated Entry to view questions 4A-2, 4A-2a. and 4A-2b.

| | | |
|-------|--|--|
| 4A-3. | Assessing Need for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects in Your CoC's Geographic Area. | |
| | NOFO Section II.B.11.(e)(1)(c) | |

| | | |
|----|--|-------|
| 1. | Enter the number of survivors that need housing or services: | 2,964 |
| 2. | Enter the number of survivors your CoC is currently serving: | 2,617 |
| 3. | Unmet Need: | 347 |

| | | |
|-------------------------------|---|--|
| 4A-3a. | How Your CoC Calculated Local Need for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| NOFO Section II.B.11.e.(1)(c) | | |
| Describe in the field below: | | |
| 1. | how your CoC calculated the number of DV survivors needing housing or services in question 4A-3 element 1 and element 2; and | |
| 2. | the data source (e.g., comparable databases, other administrative data, external data source, HMIS for non-DV projects); or | |
| 3. | if your CoC is unable to meet the needs of all survivors please explain in your response all barriers to meeting those needs. | |

(limit 2,500 characters)

1. The following methodology was used to calculate the number of DV survivors needing housing/services vs. those receiving housing/services:

- Total Needing Housing/Services: This data was calculated by counting the total number of de-duplicated clients who reported being survivors of domestic violence (according to a 'yes' response to HUD data element 4.11), who were screened by Detroit's coordinated entry access sites and/or had an open entry in one of Detroit's 177 homeless service or prevention projects during FY2021-2022. The data also includes the number of de-duplicated referrals received by DV providers (minus those referred through CE).

- Total Receiving Housing/Services: Same calculation as above excluding CE access data and only focusing on clients receiving services by one of Detroit's homeless service/prevention providers or DV providers during FY2021-2022.

2. Data was sourced from Detroit CoC HMIS with aggregate data provided by DV partners via Empower & QuickBase comparable databases.

3. N/A

| | | |
|---|---|--|
| 4A-3b. | Information About Unique Project Applicants and Their Experience in Housing Placement and Housing Retention for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| NOFO Section II.B.11.e.(1)(d) | | |
| Use the list feature icon to enter information on each unique project applicant applying for New PH-RRH and Joint TH and PH-RRH Component DV Bonus projects—only enter project applicant information once, regardless of how many DV Bonus projects that applicant is applying for. | | |

| |
|-----------------------|
| Applicant Name |
| Freedom House Det... |
| Neighborhood Lega... |

Project Applicants Applying for New PH-RRH and Joint TH and PH-RRH DV Bonus Projects

| | | |
|--------|---|--|
| 4A-3b. | Information About Unique Project Applicants and Their Experience in Housing Placement and Housing Retention for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |

Enter information in the chart below on the project applicant applying for one or more New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects included on your CoC's FY 2022 Priority Listing:

| | | |
|----|--|-----------------------|
| 1. | Applicant Name | Freedom House Detroit |
| 2. | Project Name | FHD - THRRH DVB |
| 3. | Project Rank on the Priority Listing | 48 |
| 4. | Unique Entity Identifier (UEI) | HB3HABN9VJT6 |
| 5. | Amount Requested | \$658,768 |
| 6. | Rate of Housing Placement of DV Survivors–Percentage | 88% |
| 7. | Rate of Housing Retention of DV Survivors–Percentage | 100% |

| | | |
|----------|---|--|
| 4A-3b.1. | Applicant Experience in Housing Placement and Retention for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(c) | |

For the rate of housing placement and rate of housing retention of DV survivors reported in question 4B-3b., describe in the field below

| | |
|----|--|
| 1. | how the project applicant calculated both rates; |
| 2. | whether the rates accounts for exits to safe housing destinations; and |
| 3. | the data source (e.g., comparable databases, other administrative data, external data source, HMIS for non-DV projects). |

(limit 1,500 characters)

1. Rates Calculations Explainer: The housing placement and rate of retention was calculated using data from an APR for the period of 01/01/2021 - 12/31/2021. This period represents Freedom House Detroit’s (FHD) most recently completed fiscal year and one full calendar year. FHD is not currently funded to track client outcomes past their exit to permanent housing; however, this response is based on several contextual factors:
 - a. Most housing clients continue to receive legal aid for asylum interview preparation, family reunification, work authorization renewals, and naturalization after exiting the program.
 - b. Former clients have a near 0% recidivism rate, according to the agency’s own records and those run in a recidivism report from an HMIS reporting tool.
 - c. As the only shelter and transitional housing provider in Michigan solely dedicated to people seeking humanitarian protection, clients who did not sustain their housing would likely return to FHD for shelter.
 - d. As FHD was their primary source of community, former clients stay in touch with FHD’s staff and other residents.

2. Rates Account for Safe Housing Destinations: Yes, the rates provided account for exits to safe housing destinations. FHD currently uses HMIS and so tracks destinations based on HUD approved destination responses.

3. Data Source: All data is generated from HMIS for non-DV projects.

| | | |
|--------|--|--|
| 4A-3c. | Applicant Experience in Providing Housing to DV Survivor for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |
| | Describe in the field below how the project applicant: | |
| | 1. ensured DV survivors experiencing homelessness were quickly moved into safe affordable housing; | |
| | 2. prioritized survivors—you must address the process the project applicant used, e.g., Coordinated Entry, prioritization list, CoC’s emergency transfer plan, etc.; | |
| | 3. determined which supportive services survivors needed; | |
| | 4. connected survivors to supportive services; and | |
| | 5. moved clients from assisted housing to housing they could sustain—address housing stability after the housing subsidy ends. | |

(limit 2,500 characters)

1. **Moving into Housing:** People seeking humanitarian protection are ineligible to earn income or gain a social security number until six months to one year after they submit their application for protection to USCIS and may be left without a formal immigration status until that application has been received by federal officials. Until work authorization is received, they cannot support themselves. FHD therefore works quickly to gather evidence and submit a client’s application as soon as possible so that they can be moved to safe, affordable and independent housing.

2. **Prioritizing Survivors:** FHD is Michigan’s only full-service provider for immigrants seeking humanitarian protection. Because its services are rare within Detroit and across the state, FHD ‘s priority is to serve those seeking humanitarian protection, victims of human trafficking, and victims of intimate partner violence. If beds are available, the coordinated entry refers those who fit the above prioritization to FHD.

3. **Determining Supp Svcs:** From beginning to end, case managers meet with clients to build and adjust the clients’ individual care plans according to the client’s skills, objectives, experiences, legal, and health needs. Case managers encourage clients to participate in all offered services and opportunities.

4. **Connecting to Supp Svcs:** FHD partners with medical care, mental health counseling, and employment training and resource providers to meet clients’ needs. FHD continually seeks new partnerships to ensure clients receive English as Second Language training, computer literacy, dental and vision care, counseling, job search support, and more. FHD also partners with a variety of organizations who specialize in serving immigrant and refugee populations to leverage services to this specialized population.

5. **Sustaining Housing:** In most cases, FHD’s clients were thrown into first-time homelessness because of persecution and violence in their home country. Typically, they do not have histories of chronic homelessness. Because this is not an added barrier, FHD can focus its efforts on acculturative literacy that prepares clients to sustain housing. This literacy training includes teaching clients about reasonable rents, household budgeting, employment training, accessing jobs that pay above minimum wage, local transportation, and seeking housing near schools, proximity to former clients (who serve as a support network), and public transportation.

| | | |
|--------|--|--|
| 4A-3d. | Applicant Experience in Ensuring DV Survivor Safety for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |
| | Describe in the field below examples of how the project applicant ensured the safety and confidentiality of DV survivors experiencing homelessness by: | |
| 1. | taking steps to ensure privacy/confidentiality during the intake and interview process to minimize potential coercion of survivors; | |
| 2. | making determinations and placements into safe housing; | |
| 3. | keeping information and locations confidential; | |
| 4. | training staff on safety and confidentiality policies and practices; and | |
| 5. | taking security measures for units (congregate or scattered site), that support survivors’ physical safety and location confidentiality. | |

(limit 2,500 characters)

1. Intake Privacy: For meetings where sensitive information may be revealed, FHD has 3 private meeting rooms and white noise machines to mask conversations from people passing in the hallway.
2. Placement: Staff work with clients to understand the perpetrator's location and other sources of potential danger-such as local, cultural communities that may be related to the perpetrator or share their views. Only housing options located away from local dangers will be selected.
3. Confidential Locations: Per FHD policies and program procedures, survivors' information is only accessed via password protected files housed within the HMIS. To ensure added layer of security, paper files are not kept and only client IDs are used. Once a survivor is housed in either site based or scattered site placement their location is not shared outside of case management and legal aid. All staff are trained to not respond to inquiries on clients being served, including to family or friends of the client.
4. Staff Training: Annually, site staff are required to participate in active shooter response training. All staff and clients are trained on code words that alert staff to escort all clients to their rooms until the potentially dangerous situation is resolved. Staff are also required to take annual privacy training conducted by the lead agency. Any updates in privacy practices are added to the program and employee manuals, which staff are required to read and sign.
5. Site Security: It is rare that FHD serves non-asylum seekers, or others seeking humanitarian protection. This means that the majority of perpetrators live outside the U.S. Between 96% to 100% of clients have experienced some form of torture or been held captive. The typical protocols, such as bars on windows, that keep a survivor of intimate partner violence or local human trafficking safe, can be triggering for those seeking humanitarian protection. For those who may have experienced violence locally, FHD implements a locked doors protocol, and the perpetrator's information is provided to staff to help identify the person should they come on site. The congregate site is always supervised by staff. Scattered site clients are given access to a 24-hour line to report any suspicious activity and are trained on calling 911 if there is fear of immediate danger. Housing is selected where the client feels safest, which may include living away from cultural communities where their location may be exposed.

| | |
|----------|---|
| 4A-3d.1. | Applicant Experience in Evaluating Their Ability to Ensure DV Survivor Safety for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. |
| | NOFO Section II.B.11.e.(1)(d) |
| | Describe in the field below how the project has evaluated its ability to ensure the safety of DV survivors the project served in the project, including any areas identified for improvement during the course of the proposed project. |

(limit 2,500 characters)

FHD has been providing shelter for nearly all of its 39-year history and transitional housing for at least 25 years to those seeking humanitarian protection. In that time, FHD has provided both dormitory-style and scattered-site transitional housing. Over these decades, FHD has continued to enhance and improve its housing approach and accompanying supportive services in response to client security and emotional needs. It is a full-service provider of housing and integrated services. It is staffed by legal representatives, case managers, and a full site team. Because of this model of continuous improvement and interdisciplinary care, over the last ten years, on average, 90% of FHD’s clients exit to safe and permanent housing.

FHD is one of only a few organizations in the US providing shelter and transitional housing as well as holistic services (legal aid, case management, acculturative-focused housing relocation and employment search services, health literacy, and access to medical and mental healthcare) to persons seeking humanitarian protection. On average, at FHD, 96% or more of clients served are survivors of torture.

FHD’s foundational program is its 14-room shelter/transitional housing facility that can accommodate up to 56 survivors at one time, depending on household composition. The community-housing model allows FHD to deliver services right inside the residents’ home, resulting in a highly integrated services team and holistic client outcomes. According to the HMIS, in CY2021, FHD maintained an average bed occupancy rate of 94%.

FHD has experience in maintaining client anonymity to increase safety over the years. There is a no video or photogram policy, clients review the limited social media policy with the site team and attorney so as not disclose a client’s or other client’s location. Staff are trained on not disclosing client information to anyone inquiring and perpetrator photos and names are circulated amongst staff so as to stop a perpetrator from coming to the site.

Areas where FHD would need to improve is updating scattered site safety protocols and updating 24/7 phone systems so that individuals living in scattered locations have greater security. This is not something that is new for FHD but would reevaluation to ensure client safety is always at the forefront and outdated protocols are not being used.

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| 4A-3e. | Applicant Experience in Trauma-Informed, Victim-Centered Approaches for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| NOFO Section II.B.11.e.(1)(d) | | |
| Describe in the field below examples of the project applicant’s experience using trauma-informed, victim-centered approaches to meet needs of DV survivors by: | | |
| 1. | prioritizing placement and stabilization in permanent housing consistent with the program participants’ wishes and stated needs; | |
| 2. | establishing and maintaining an environment of agency and mutual respect, e.g., the project does not use punitive interventions, ensures program participant staff interactions are based on equality and minimize power differentials; | |
| 3. | providing program participants access to information on trauma, e.g., training staff on providing program participants with information on the effects of trauma; | |
| 4. | emphasizing program participants’ strengths, e.g., strength-based coaching, questionnaires and assessment tools include strength-based measures, case plans worked towards survivor-defined goals and aspirations; | |

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| | 5. centering on cultural responsiveness and inclusivity, e.g., training on equal access, cultural competence, nondiscrimination, language access, improving services to be culturally responsive, accessible, and trauma-informed; |
| | 6. providing a variety of opportunities for connection for program participants, e.g., groups, mentorships, peer-to-peer, spiritual needs; and |
| | 7. offering support for survivor parenting, e.g., trauma-informed parenting classes, childcare, connections to legal services. |

(limit 5,000 characters)

1. Client Choice in Placement: As part of the initial care planning process, case managers create housing goals with clients. Because this client population has been in the U.S. typically less than a few months but always less than a year, clients must be educated on their housing and legal options, as well as the pros and cons of each. Part of the trauma-informed process and victim-centered approach that FHD takes is to allow clients to physically and mentally recover as they have often very recently been tortured and are unable to make an immediate decision upon entering the program. As clients become more acculturated to communities, learn the bus routes, access specific mental health services geared towards victims of torture, and work on their legal case, they begin to fully develop their care plan to make an informed decision. Choice is not given based on milestones but on being able to first fully provide education on the client's choices in the new country they now call home and allow for healing. This is a model of equity so that each client has the same knowledge to make the right choices for themselves that any other population would have. It is also evidence-based practice for different refugee populations.

2. Mutual Respect: FHD's model of care is to give each client agency to make their own fully informed choices and plan for their future. At each point clients are given a voice. Along with individual case manager meetings, Community Meetings provide opportunities for clients to voice their opinions and concerns, build confidence, and affect change in policies and procedures. In case of language barriers, FHD utilizes bilingual staff, digital/phone language services, and volunteers. Upon arrival, staff inform clients of the expectations and rules in their native language, so clients have a clear understanding of what to expect. Instead of punitive measures to address disruptive client behaviors, staff employ an intervention process, working with clients as partners to address the underlying causes of these behaviors and move toward a resolution.

3. Trauma Information for Clients: Clients are encouraged to attend and given free transportation to counseling appointments with a local service partner trained in providing evidence-based therapy geared towards victims of torture. These one-on-one and group sessions help clients learn about PTSD, its causes, symptoms, and how it can impact their decision-making and relationships with others. Counseling teaches clients coping skills to manage their PTSD.

4. Strengths-Focused Care Management: Staff employ motivational interviewing techniques, asking clients what goals they want to set, what their interests are, and how they want to be involved. Acting as guides, staff provide encouragement and institutional knowledge that clients may lack. Building on strengths that the survivors identify for themselves, the case manager helps survivors set measurable and attainable goals that allow them to build confidence and independence.

5. Cultural Responsiveness and Inclusivity: Annually, all staff are required to take cultural competency and trauma-informed training. FHD serves clients who come to the US from all over the world. On any given day, at least five languages are spoken and cultures from multiple regions across the globe are represented. Like FHD's clients, the board represents a variety of individuals from different backgrounds, faiths, and cultural experiences. To ensure that it is incorporating client perspectives into housing outcomes, the board prioritizes diversity not only in its own membership but also in FHD's staff, which is composed of persons with lived experience of persecution, immigration, and

marginalization.

6. Connections: FHD offers peer supports, presentations facilitated by program alumni, as well as transportation to/from cultural and religious activities, job training programs, and recreation excursions to the local YMCA.

7. Parenting Supports: FHD enrolls all school-aged children in school and connects every child client and their family with the local Homeless McKinney-Vento Youth Liaison to ensure children have access to all potential resources available to them. Each eligible child is also referred to mental health services for children who have witnessed DV situations. Parents are offered parenting classes to learn about parenting in a new country.

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| 4A-3f. | Applicant Experience in Meeting Service Needs of DV Survivors for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |

Describe in the field below examples of supportive services the project provided to domestic violence survivors while quickly moving them into permanent housing and addressing their safety needs.

(limit 5,000 characters)

Housing Search, Counseling & Safety: Cultivating trust with landlords will be a major role for FHD. Clients will lack traditional documentation & work history that typically serve as a tenant's credentials. FHD will work with local social service providers who are also property owners and with landlords accustomed to working with new immigrants to create a network of housing options for clients. FHD will develop a memorandum of understanding that stipulates the role of each party and is signed by each party (the tenant, the program administrator (FHD), and the landlord). This contract will be separate from the rental agreement between the client-tenant and the landlord.

Case managers will guide clients through the housing search process, helping them find affordable, safe options that are accessible to public transportation, food, work, and schools and helping them understand the contents of lease agreements.

When seeking housing, case managers ask clients if they have concerns about living in or near their home country's local, cultural community. While such communities can be supportive, they can also be detrimental--either carrying the same prejudices that threatened the client back home or having connections to perpetrators back home. In housing choice, as in all other service choices, clients' comfort and safety are of paramount consideration.

Transportation: FHD has two vans to provide transportation but as clients become more accustomed to the community bus passes and education on bus system will be provided.

Employment, Education & Life Skills: Survivors face the burden of delayed employment due to lack of work authorization. Clients may wait 6 months to a year after applying for asylum before getting their work authorization. In addition, as noted elsewhere in this application, these clients need to learn English, develop social networks, and gain acculturative knowledge.

In partnership with Detroit at Work, Southwest Solutions, ProsperUS, and StreetWise Partners, FHD's FreedomWorks program helps develop strong financial management skills (saving, budgeting, opening a bank account, etc.), gain English proficiency through ESL courses, navigate public transit, learn American workplace norms, including interviewing and resume writing techniques, and gain volunteer experience with local employers. Depending on the client's goals, FHD connects them to higher education opportunities, business start-up resources, and job certification and training programs.

Once they have their work authorization, FHD's social services team follows clients' progress on applying for jobs and interviewing. The team will coach clients through initial job searches until the clients are comfortable with the process. By this time, the clients have honed in on the work they would prefer to do and several job openings have been identified. In addition, case managers coach clients on the importance of having an email address and regularly checking it. Case managers work with clients to encourage them to open a bank account and directly deposit their funds into that account.

Medical and Mental Health Care: Generally, people seeking humanitarian protection are not eligible for Medicaid or TANF. Exceptions to this law include pregnant women (only through their pregnancy), emergency medical services, and asylees who have already won their asylum. Without mainstream benefits,

case managers work to find alternatives. They regularly meet with clients to identify their needs and then research solutions that are available from local vendors and partners within the immigrant community.

FHD works with multiple medical providers to ensure all of its clients have medical care, including St. Frances Cabrini Clinic and ACCESS for free medical care. For triage support, FHD partners with Wayne State University’s Global Health Alliance (WSUGHA) where two doctors respond to FHD’s social work services staff calls regarding survivors presenting symptoms. FHD partners with Covenant Family Dental Center for free dental care and America’s Best for low-cost vision care.

After they receive asylum, clients are referred to Samaritas to apply for refugee benefits and are enrolled with the local Department of Health and Human Services (DHHS) office to begin receiving mainstream services—which, as noted above, they can only receive for eight months in Michigan.

Legal Aid & Restraining Orders: FHD provides legal representation throughout the legal process, including guiding clients through the application process, getting restraining order against US perpetrators, applying for work authorization, preparing for the asylum interview or hearing, and attending the asylum interview in Chicago with the client. These interviews are costly because of the transportation, interpretation, and lodging needs related to this pivotal step in the asylum process. For FHD, the cost of applying for asylum per client per year is about \$4,000.

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| 4A-3g. | Plan for Trauma-Informed, Victim-Centered Approaches for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(e) | |

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| Provide examples in the field below of how the new project will: | |
| 1. | prioritize placement and stabilization in permanent housing consistent with the program participants’ wishes and stated needs; |
| 2. | establish and maintaining an environment of agency and mutual respect, e.g., the project does not use punitive interventions, ensures program participant staff interactions are based on equality and minimize power differentials; |
| 3. | provide program participants access to information on trauma, e.g., training staff on providing program participants with information on the effects of trauma; |
| 4. | emphasize program participants’ strengths—for example, strength-based coaching, questionnaires and assessment tools include strength-based measures, case plans works towards survivor-defined goals and aspirations; |
| 5. | center on cultural responsiveness and inclusivity, e.g., training on equal access, cultural competence, nondiscrimination, language access, improving services to be culturally responsive, accessible, and trauma-informed; |
| 6. | provide a variety of opportunities for connection for program participants, e.g., groups, mentorships, peer-to-peer, spiritual needs; and |
| 7. | offer support for survivor parenting, e.g., trauma-informed parenting classes, childcare, connections to legal services. |

(limit 5,000 characters)

1. Client Choice in Placement: Per evidence-based practice, those seeking humanitarian protection do best if allowed time to heal from their recent trauma and torture and to learn US norms and communities. When a client arrives to FHDs shelter, they will be given time to heal and become educated by FHD's multidisciplinary team before being asked to make a life-changing decision. During this time the client will be placed into ESL, victims of torture focused therapy, housing education workshops, employment training programs, work on their asylum case and gathering evidence, enroll children into school, learn the local transportation systems, and submit work authorization applications.

The client will meet with a therapist, attorney, and housing and employment case managers to begin the education process on US housing, the restrictions they will have in being able to attain legal employment, the impacts of their PTSD on their daily lives, and the pros and cons of each housing option. This education will provide a level of knowledge to FHD clients that American born citizens may already have before making a housing choice. This strategy ensures that the program is being equitable to the foreign, and recently arriving clients it is serving. Clients will be notified that RRH comes with fewer supports than living on-site at the TH building. These discussions will include a review of the options available to clients. These conversations will be documented in the care plan and provided to them in their native language.

If all rapid rehousing units are occupied, the case manager will review timelines with the client: How soon is a rapid rehousing unit expected to be available; how does that timeline compare to the option of moving directly into permanent housing; is maintaining transitional housing a good option for now? Thus allowing the client to weigh their options and make an informed decision.

2. Mutual Respect: FHD's model of care is to give each client agency to make their own fully informed choices and plan for their future. At each point clients are given a voice. Along with individual case manager meetings, Community Meetings provide opportunities for clients to voice their opinions and concerns, build confidence, and affect change in policies and procedures. In case of language barriers, FHD utilizes bilingual staff, digital/phone language services, and volunteers. Upon arrival, staff inform clients of the expectations and rules in their native language, so clients have a clear understanding of what to expect. Instead of punitive measures to address disruptive client behaviors, staff employ an intervention process, working with clients as partners to address the underlying causes of these behaviors and move toward a resolution.

3. Trauma Information for Clients: Clients will be encouraged to attend and given free transportation to counseling appointments with a local service partner trained in providing evidence-based therapy geared towards victims of torture. These one-on-one and group sessions help clients learn about PTSD, its causes, symptoms, and how it can impact their decision-making and relationships with others.

4. Strengths-Focused Care Management: Staff will employ motivational interviewing techniques, asking clients what goals they want to set, what their interests are, and how they want to be involved. Acting as guides, staff provide encouragement and institutional knowledge that clients may lack. Building on strengths that the survivors identify for themselves, the case manager will help survivors set measurable and attainable goals that allow them to build confidence and independence.

5. Cultural Responsiveness and Inclusivity: Annually, all staff will be required to take cultural competency, victims of torture rehabilitation and trauma informed training. This funding will allow for more legal aid staff to be hired and to be trained on various country conditions. This expertise will allow for asylum cases to be strengthened, reducing the risk of clients being deported back to their home country and potentially killed by their perpetrators.

6. Connections: FHD will continue to offer peer supports, presentations facilitated by program alumni, as well as transportation to/from cultural and religious activities, job training programs, and recreation excursions to the local YMCA.

7. Parenting Supports: FHD will be able to hire additional case management staff that will work with the local schools to present on FHD's populations and their unique needs and barriers. This level of community education will help deepen the support parent receive by the local schools and help lift some of the barriers both the children and parents face. FHD will continue to enroll all school-aged children in school, work with McKinney-Vento liaisons, refer eligible children to mental health services for children who have witnessed DV situations, and enroll interested parents in parenting classes.

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| 4A-3h. | Plan for Involving Survivors in Policy and Program Development of New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(f) | |

Describe in the field below how the new project(s) will involve survivors with a range of lived expertise in policy and program development throughout the project's operation.

(limit 2,500 characters)

Clients have multiple channels for communicating their input and helping to inform program development in their first languages: bi-weekly community meetings, one-on-one meetings with their case managers or attorney, FHD's grievance policy, and direct text and email to staff.

Community meetings are structured in two parts: staff reports, covering information on programming, site, and policies, and client forum, where the floor is opened up to all clients to ask any questions, provide feedback, recommend changes to policies, and more. FHD recruits interpreters to attend these meetings. When an interpreter is not available in a particular language, the agenda is translated into that language and provided to the client. Client feedback is taken into the next management meeting to discuss and determine how best to address the request/need/concern.

FHD attempts to hire persons with lived expertise whenever possible. Currently, five of the staff have lived expertise and hold positions varying from frontline staff to management and executive positions. FHD's bylaws also require that at a minimum one FHD program alumni holds a seat on the board. Having persons with lived expertise on both the board and staff allow for survivors to have direct input and hold the responsibility of creating program policies and procedures based on their lived experience. Equity and diversity are something that are taken into consideration at every level.

Project Applicants Applying for New PH-RRH and Joint TH and PH-RRH DV Bonus Projects

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| 4A-3b. | Information About Unique Project Applicants and Their Experience in Housing Placement and Housing Retention for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |

Enter information in the chart below on the project applicant applying for one or more New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects included on your CoC's FY 2022 Priority Listing:

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| 1. | Applicant Name | Neighborhood Legal Services Michigan |
| 2. | Project Name | Project First Steps Expansion |
| 3. | Project Rank on the Priority Listing | 49 |
| 4. | Unique Entity Identifier (UEI) | MH1JGMPPM111 |
| 5. | Amount Requested | \$636,463 |
| 6. | Rate of Housing Placement of DV Survivors–Percentage | 100% |
| 7. | Rate of Housing Retention of DV Survivors–Percentage | 97% |

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| 4A-3b.1. | Applicant Experience in Housing Placement and Retention for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(c) | |

For the rate of housing placement and rate of housing retention of DV survivors reported in question 4B-3b., describe in the field below

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| 1. | how the project applicant calculated both rates; |
| 2. | whether the rates accounts for exits to safe housing destinations; and |
| 3. | the data source (e.g., comparable databases, other administrative data, external data source, HMIS for non-DV projects). |

(limit 1,500 characters)

1. In 2021, 23 persons were served in TH portion of program and a total of 17 persons exited. Of the exits, 15 or 93.75% exited to permanent destinations. In 2021, 90 persons were served in the RRH portion, 78 persons were moved into housing with an average days to housing being 47 days. Instead of average, relying on the most frequent number of days to housing, most clients experienced 35 days to housing. Of the 23 who exited, 100% exited to positive destinations in 2022, 29 persons were served in the TH portion and a total of 19 exits to positive destinations (95%). In 2022 (Oct to Aug 2022), 57 persons were served in RRH portion, with all 57 being placed in housing with average days to housed being 50 resulting in a 100% placement of those served in 2022. There were no exits during this time.

2. The rates account for exits to safe housing destinations.

3. All data were collected and stored into NLSM’s comparable database on the QuickBase platform.

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| 4A-3c. | Applicant Experience in Providing Housing to DV Survivor for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |

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| Describe in the field below how the project applicant: | |
| 1. | ensured DV survivors experiencing homelessness were quickly moved into safe affordable housing; |
| 2. | prioritized survivors—you must address the process the project applicant used, e.g., Coordinated Entry, prioritization list, CoC’s emergency transfer plan, etc.; |
| 3. | determined which supportive services survivors needed; |
| 4. | connected survivors to supportive services; and |
| 5. | moved clients from assisted housing to housing they could sustain—address housing stability after the housing subsidy ends. |

(limit 2,500 characters)

1. NLS ensured DV survivors experiencing homelessness were assisted to move quickly into safe affordable housing via streamlined intake process prioritizing client choice & safety. DV survivors make informed decisions for housing (TH/RRH scattered site).
2. NLS prioritized survivors because at any point-of-entry to CE, referral to NLS is immediately made. Staff contact survivor or referral case manager for preliminary intake & identify most immediate needs. A room is set aside for emergency stays. Transportation to TH is provided if needed. NLS prioritized survivors by: providing safe transport from point of contact, providing in-house case manager & 24/7 staff at TH, making client choice & safety first priority throughout intake & housing process, & implementing safety measures at all sites.
3. Case managers determined which supportive services were needed through case management and group support sessions. Once placed into housing case managers visited clients to further assess needs. Participants received access to personal protection orders, mental and physical medical providers, income resources, childcare, referrals for on-going housing options, credit repair services, trauma informed supportive services, & substance abuse counseling. Level of intensity and length of services is based on the participants acuity of needs.
4. NLS connects survivors to services (employment, legal, support groups) based on need. Case managers coordinate services internally & externally to confirm access to services by contacting the necessary resources directly via phone or e-mail to ensure a warm transfer. We also follow up with the resource provider to determine if client needs were met. Case managers network by attending resource fairs and community events to remain abreast of available resources.
5. Client moves from assisted housing to sustainable housing when client is ready, housing becomes available, &/or housing subsidy ends. Services are provided for 90 days post exit to housing. HCVs allowed clients to exit to subsidized housing. As survivors in TH/RRH reach stability they are connected with employment services & employment programs, as well as non-cash benefits. To date in this project, no clients have left PH & seen the end of subsidy. Clients that received HCV continue to receive case management. All clients will be assisted to housing they are able to sustain & provide with the means to address housing stability post-subsidy.

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| 4A-3d. | Applicant Experience in Ensuring DV Survivor Safety for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |
| | Describe in the field below examples of how the project applicant ensured the safety and confidentiality of DV survivors experiencing homelessness by: | |
| 1. | taking steps to ensure privacy/confidentiality during the intake and interview process to minimize potential coercion of survivors; | |
| 2. | making determinations and placements into safe housing; | |
| 3. | keeping information and locations confidential; | |
| 4. | training staff on safety and confidentiality policies and practices; and | |
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| 5. | taking security measures for units (congregate or scattered site), that support survivors' physical safety and location confidentiality. |
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(limit 2,500 characters)

1. From intake, safety is prioritized, and a plan is developed with each survivor, including encouraging survivors not to disclose their location. Staff work with survivors to develop safety planning on prevention of or fleeing acts of violence or abuse. Action steps include preparation to leave; paperwork to have on their person always; how to stay safe if one can't leave; legal advice; maintaining physical and emotional safety for children; safety at work and while in community. Intake space is designed for private conversation as intake is conducted in an individual case manager office where the door can be closed.

2. NLS allows applicants to participate in the selection of their own rental units outside of the transitional home. To remain safe clients are advised not reside in areas that may be near their perpetrator or abuser. Staff are trained on confidentiality and privacy guidelines related to program participants which is reviewed with clients. Clients' rights related to confidentiality and release of information policy is also covered with participants.

3. The location of the TH building is kept confidential for dedicated units and congregate living spaces and there outside no signage. The building is monitored 24 hours daily by Capture video security system. A staff member is present in the home around the clock and a background check is administered for each staff member to ensure that they don't have any type of criminal history. All files and medications are kept in locked offices inside double bolted cabinets. Each residential room is locked.

4. NLSM staff is trained as a part of their on-boarding experience and thereafter annually on safety and confidentiality policies and practices. NLS uses an alternative database to ensure privacy of our participant information. Additionally, regarding personal safety in the home, staff provides an overview to clients on how to respond to an active shooter and what to do if they have an intruder.

5. NLS uses trauma-informed, victim-centered approach to help survivors identify what is safe for them in the scattered site units. Case managers help clients identify geographic areas that are secure areas. No bars are on windows due to fire hazards at the TH building; however, lights remain on in hallways and common areas. The front door at the TH locks automatically and requires a code to re-enter. Camera surveillance of common areas and exteriors of the TH provides extra safety monitoring.

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| 4A-3d.1. | Applicant Experience in Evaluating Their Ability to Ensure DV Survivor Safety for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |

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| Describe in the field below how the project has evaluated its ability to ensure the safety of DV survivors the project served in the project, including any areas identified for improvement during the course of the proposed project. |
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(limit 2,500 characters)

To frame this response, we must first understand that the role of the program and the staff is to assist the victim in understanding what is happening to them. It is not the staffs' role to get the victim out of an abusive environment or relationship, but staff should provide them with safety alternatives and resources. Whatever the decision the victim makes, the role of the staff and the program is to support the victim in that choice and assist the victim in dealing with that choice. NLS programming must include various types of supports so that the victim may have as many options as possible to make informed and safe decisions. To provide the clients with the ability to make informed choices, staff must first focus on building client relationships, understanding that the client's ability to trust anyone may have been diminished due to the trauma that they have already been through. Staff are trained to gather information, share information through the lens of "this happened to this survivor" and not that there is "something wrong with this survivor." Staff must always emphasize safety for the survivor and family by developing trust in the current processes that are being presented.

To ensure the safety of our DV survivors, NLS provides a safety survey to all applicants as a part of intake. This gives us an idea of the safety knowledge level of our participants and helps us to develop a personal safety plan for each household. Clients are educated regarding safety guidelines in group and individual case management session for both TH and scattered site participants at minimum monthly. A drop box is available in the lobby of the TH building which allows the residents to provide written communication regarding any concerns and complete a safety survey if needed. Surveys are also e-mailed and mailed out to scattered site participants quarterly. Completed surveys are reviewed quarterly by Program Manager. The Program Manager tracks and uses the survey results to make program and safety improvements. Participants also complete safety surveys in their exit interview to ensure safety guidelines have been met are encouraged to use safety guidelines once they are no longer in our program.

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| 4A-3e. | Applicant Experience in Trauma-Informed, Victim-Centered Approaches for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |
| | Describe in the field below examples of the project applicant's experience using trauma-informed, victim-centered approaches to meet needs of DV survivors by: | |
| 1. | prioritizing placement and stabilization in permanent housing consistent with the program participants' wishes and stated needs; | |
| 2. | establishing and maintaining an environment of agency and mutual respect, e.g., the project does not use punitive interventions, ensures program participant staff interactions are based on equality and minimize power differentials; | |
| 3. | providing program participants access to information on trauma, e.g., training staff on providing program participants with information on the effects of trauma; | |
| 4. | emphasizing program participants' strengths, e.g., strength-based coaching, questionnaires and assessment tools include strength-based measures, case plans worked towards survivor-defined goals and aspirations; | |
| 5. | centering on cultural responsiveness and inclusivity, e.g., training on equal access, cultural competence, nondiscrimination, language access, improving services to be culturally responsive, accessible, and trauma-informed; | |
| 6. | providing a variety of opportunities for connection for program participants, e.g., groups, mentorships, peer-to-peer, spiritual needs; and | |
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| | 7. offering support for survivor parenting, e.g., trauma-informed parenting classes, childcare, connections to legal services. |
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(limit 5,000 characters)

1. Neighborhood Legal Services (NLS) uses trauma-informed, victim-centered approaches to meet needs of DV survivors. NLS prioritizes program participant choice because (1) it uses Housing First for all programs and, especially with DV survivors, maintains choice and safety at the forefront as intake and housing assistance is processed; (2) providing detailed information of both TH and RRH options available for them; and (3) providing supplemental supportive services to ensure stabilization, including HCV applications and employment services that provide options in line with participant preference.

2. NLS establishes and maintains an environment of agency and mutual respect from intake. Client choice is always prioritized, and intake is taken at the clients' pace, ensuring that program participant and staff interactions are based on equality and minimize power differentials. An open door policy is maintained, where clients may contact staff 24/7. The congregate living TH provides communal spaces where clients may interact with staff and other program participants and even have access to the kitchen to cook with or for others, for example. DV group sessions are held in a friendly and warm atmosphere, where participation is invited, but not required. It maintains an open atmosphere that is non punitive. Overall, the agency strives to provide a safe, friendly, judgement-free environment.

3. NLS provides program participants access to information on trauma by (1) training staff on trauma-informed, victim-centered care; (2) providing additional material to clients for trauma once they are ready to work through it; (3) using assessments to help analyze extent of trauma and using intervention tools and support groups (both internal and with other agencies) to address trauma. As trauma is often misunderstood by victims themselves and trauma is often rooted not only in DV but in earlier experiences, NLS uses the Adverse Childhood Experiences (ACE) assessment for survivors to help understand the roots of their trauma and identify behaviors that stem from earlier trauma.

4. NLS emphasizes program participant strengths from intake on. As part of the intake process, clients go through steps to identify their strengths and use them to create action plans and set goals. Case managers use strength-based coaching to help clients break down their goals into measurable steps, especially in acquiring housing, documents, and additional support to reach stability. With individual one-on-one coaching sessions, clients can do goal setting and review progress with their case manager. By working from where the client is, they can address the family needs with relationship building by providing access to resources to improve quality of life. Clients can take the time while being in TH or RRH to go back to school, get their GED or build skill sets to improve their lives. They can address health or substance abuse issues by accessing day treatment centers and other behaviors and lifestyle changes they want and/or need to make.

5. NLS provides resources to staff from both the CoC and Relias Platform that provides trainings on equal access, cultural competency, nondiscrimination, trauma-informed & victim-centered training, etc. NLS onboarding procedures includes providing access to these trainings and has policies around equal access, cultural competency, and nondiscrimination.

6. Through both TH and RRH programming, participants are provided with access to support groups, mentorships, peer-to-peer support, spiritual needs and other community resources through relationships with other agencies. As

initial crises ebb into stabilization, access to community support is essential. Through the two-year TH / RRH options, program participants have access to several opportunities to build back their community through available resources, all the while maintaining safety.

7. Through NLS' support network, program participants have access to parent classes and childcare as needed. Clients are also able to access funding for childcare through MDHHS, get assistance with parenting classes, parenting reunification, navigating custody issues, and maintain family ties even in the midst of navigating DV situations.

Above all, NLS's experience is aimed to address the DV survivor as a whole - recognizing that even in the midst of crisis, their value and worth is upheld by surrounding them with the skills, resources, and safety parameters necessary to not only survive but find a way to thrive as they stabilize.

| | | |
|--------|---|--|
| 4A-3f. | Applicant Experience in Meeting Service Needs of DV Survivors for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(d) | |

Describe in the field below examples of supportive services the project provided to domestic violence survivors while quickly moving them into permanent housing and addressing their safety needs.

(limit 5,000 characters)

Neighborhood Legal Services (NLS) provides supportive services to domestic violence survivors experiencing homelessness while moving them quickly into housing and addressing their safety needs. Upon referral, DV survivors are taken through the intake process that ensures all needs are met.

Clients are assessed for immediate, medium, and long term needs and, in their safety planning and goals setting, work with their case manager to achieve these goals and meet their needs. This targeted individualized case management allows for quick assessment of client situations & provides more comprehensive services via coordinated relationships to service providers and partnerships with community entities that more effectively move clients into PH.

Many needs go hand in hand, such as employment and childcare services. Clients are referred to Transitional Employment Services that provide access to employment services such as education, job training, resume writing, coaching on interview skills, referrals for clothing, and high school equivalency resources. In addition to access to employment opportunities, access to parental support and childcare services are offered including links to the United Way of Southeastern Michigan's Connect 4 Care Kids which is a resource to support vulnerable families in finding quality childcare.

Other barriers to employment such as unpaid traffic tickets are also addressed to obtain a license to drive to work. In addition to being a housing provider, NLS assists with child custody & legal services. Criminal & bad credit histories are assessed and provided with resources to reduce barriers to PH. NLS also provides additional support in navigating divorces, obtaining cash and non-cash benefits, access to physical and mental health care resources.

NLS works with Team Mental Health to provide additional support for physical and mental health, including providing physicals and access to therapy. Above all, client safety is prioritized throughout the process of providing supportive services. NLS offers opportunities for clients to participate at their own pace. Additionally, TH in-house case managers are available to coordinate access to all services, provide additional support for navigating these resources, and above all maintain confidentiality especially when receiving legal and mental health support. Case managers are available as needed.

| | | |
|--------|--|--|
| 4A-3g. | Plan for Trauma-Informed, Victim-Centered Approaches for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(e) | |

| | |
|--|--|
| Provide examples in the field below of how the new project will: | |
| 1. | prioritize placement and stabilization in permanent housing consistent with the program participants' wishes and stated needs; |
| 2. | establish and maintaining an environment of agency and mutual respect, e.g., the project does not use punitive interventions, ensures program participant staff interactions are based on equality and minimize power differentials; |
| 3. | provide program participants access to information on trauma, e.g., training staff on providing program participants with information on the effects of trauma; |
| 4. | emphasize program participants' strengths—for example, strength-based coaching, questionnaires and assessment tools include strength-based measures, case plans works towards survivor-defined goals and aspirations; |

| | |
|--|---|
| | 5. center on cultural responsiveness and inclusivity, e.g., training on equal access, cultural competence, nondiscrimination, language access, improving services to be culturally responsive, accessible, and trauma-informed; |
| | 6. provide a variety of opportunities for connection for program participants, e.g., groups, mentorships, peer-to-peer, spiritual needs; and |
| | 7. offer support for survivor parenting, e.g., trauma-informed parenting classes, childcare, connections to legal services. |

(limit 5,000 characters)

1. Neighborhood Legal Services (NLS) uses trauma-informed, victim-centered approaches to meet needs of DV survivors. NLS prioritizes program participant choice because (1) it uses Housing First for all programs and, especially with DV survivors, maintains choice and safety at the forefront as intake and housing assistance is processed; (2) providing detailed information of both TH and RRH options available for them; and (3) providing supplemental supportive services to ensure stabilization, including HCV applications and employment services that provide options in line with participant preference.

2. NLS establishes and maintains an environment of agency and mutual respect from intake. Client choice is always prioritized, and intake is taken at the clients' pace, ensuring that program participant and staff interactions are based on equality and minimize power differentials. An open door policy is maintained, where clients may contact staff 24/7. The congregate living TH provides communal spaces where clients may interact with staff and other program participants and even have access to the kitchen to cook with or for others. DV group sessions are held in a friendly and warm atmosphere, where participation is invited, but not required. It maintains an open atmosphere that is non-punitive. Overall, the agency strives to provide a safe, friendly, judgement-free environment.

3. NLS provides program participants access to information on trauma by (1) training staff on trauma-informed, victim-centered care; (2) providing additional material to clients for trauma once they are ready to work through it; (3) using assessments to help analyze extent of trauma and using intervention tools and support groups (both internal and with other agencies) to address trauma. As trauma is often misunderstood by victims themselves and trauma is often rooted not only in DV but in earlier experiences, NLS uses the Adverse Childhood Experiences (ACE) assessment for survivors to help understand the roots of their trauma and identify behaviors that stem from earlier trauma.

4. NLS emphasizes program participant strengths from intake on. As part of the intake process, clients go through steps to identify their strengths and use them to create action plans and set goals. Case managers use strength-based coaching to help clients break down their goals into measurable steps, especially in acquiring housing, documents, and additional support to reach stability. With individual one-on-one coaching sessions, clients can do goal setting and review progress with their case manager. By working from where the client is, they can address the family needs with relationship building by providing access to resources to improve quality of life. Clients can take the time while being in TH or RRH to go back to school, get their GED or build skill sets to improve their lives. They can address health or substance abuse issues by accessing day treatment centers and other behaviors and lifestyle changes they want and/or need to make.

5. NLS provides resources to staff from both the CoC and Relias Platform that provides trainings on equal access, cultural competency, nondiscrimination, trauma-informed & victim-centered training, etc. NLS onboarding procedures includes providing access to these trainings and has policies around equal access, cultural competency, and nondiscrimination.

6. Through both TH and RRH programming, participants are provided with access to support groups, mentorships, peer-to-peer support, spiritual needs, and other community resources through relationships with other agencies. As

initial crises ebb into stabilization, access to community support is essential. Through the two-year TH / RRH options, program participants have access to several opportunities to build back their community through available resources, all the while maintaining safety.

7. Through NLS’ support network, program participants have access to parent classes and childcare as needed. Clients are also able to access funding for childcare through MDHHS, get assistance with parenting classes, parenting reunification, navigating custody issues, and maintain family ties even in the midst of navigating DV situations.

Above all, NLS’ experience is aimed to address the DV survivor as a whole - recognizing that even in the midst of crisis, their value and worth is upheld by surrounding them with the skills, resources, and safety parameters necessary to not only survive but find a way to thrive as they stabilize.

| | | |
|--------|---|--|
| 4A-3h. | Plan for Involving Survivors in Policy and Program Development of New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects. | |
| | NOFO Section II.B.11.e.(1)(f) | |

Describe in the field below how the new project(s) will involve survivors with a range of lived expertise in policy and program development throughout the project’s operation.

(limit 2,500 characters)

Through these expansion funds, NLS will be working with survivors to establish its first DV-informed Client Advisory Council. This council will consist of membership from both the RRH and TH portions of the existing Project First Steps program as well as new members served with these expansion dollars. It will meet quarterly, and each meeting will focus upon crafting as well as maintaining practices within the services that rely on and include client input. The structure of the client advisory committee will be determined by those who join. Clients will be encouraged to think about adopting small, feasible projects that they can volunteer time and energy to. Further, this council will provide input regarding NLS’s annual client satisfaction survey. Finally, NLS has experienced clients who really wish to tell their story as a means to prevent and stop intimate partner violence and NLS will work with this council to establish a volunteer speaker’s bureau.

4B. Attachments Screen For All Application Questions

We have provided the following guidance to help you successfully upload attachments and get maximum points:

- | | |
|----|---|
| 1. | You must include a Document Description for each attachment you upload; if you do not, the Submission Summary screen will display a red X indicating the submission is incomplete. |
| 2. | You must upload an attachment for each document listed where 'Required?' is 'Yes'. |
| 3. | We prefer that you use PDF files, though other file types are supported—please only use zip files if necessary. Converting electronic files to PDF, rather than printing documents and scanning them, often produces higher quality images. Many systems allow you to create PDF files as a Print option. If you are unfamiliar with this process, you should consult your IT Support or search for information on Google or YouTube. |
| 4. | Attachments must match the questions they are associated with. |
| 5. | Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process. |
| 6. | If you cannot read the attachment, it is likely we cannot read it either. |
| | <ul style="list-style-type: none"> . We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time). . We must be able to read everything you want us to consider in any attachment. |
| 7. | After you upload each attachment, use the Download feature to access and check the attachment to ensure it matches the required Document Type and to ensure it contains all pages you intend to include. |

| Document Type | Required? | Document Description | Date Attached |
|--|-----------|----------------------|---------------|
| 1C-7. PHA Homeless Preference | No | MI-501 PHA Homele... | 09/23/2022 |
| 1C-7. PHA Moving On Preference | No | MI-501 PHA Moving... | 09/23/2022 |
| 1E-1. Local Competition Deadline | Yes | MI-501 Local Comp... | 09/24/2022 |
| 1E-2. Local Competition Scoring Tool | Yes | MI-501 Local Comp... | 09/24/2022 |
| 1E-2a. Scored Renewal Project Application | Yes | MI-501 Scored For... | 09/23/2022 |
| 1E-5. Notification of Projects Rejected-Reduced | Yes | MI-501 Notificati... | 09/23/2022 |
| 1E-5a. Notification of Projects Accepted | Yes | MI-501 Notificati... | 09/24/2022 |
| 1E-5b. Final Project Scores for All Projects | Yes | MI-501 Final Proj... | 09/24/2022 |
| 1E-5c. Web Posting—CoC-Approved Consolidated Application | Yes | MI-501 Web Postin... | 09/26/2022 |
| 1E-5d. Notification of CoC-Approved Consolidated Application | Yes | MI-501 Notificati... | 09/27/2022 |
| 3A-1a. Housing Leveraging Commitments | No | MI-501 Housing Le... | 09/23/2022 |

| | | | |
|---|----|----------------------|------------|
| 3A-2a. Healthcare Formal Agreements | No | MI-501 Healthcare... | 09/24/2022 |
| 3C-2. Project List for Other Federal Statutes | No | | |

Attachment Details

Document Description: MI-501 PHA Homeless Preference

Attachment Details

Document Description: MI-501 PHA Moving On Preference

Attachment Details

Document Description: MI-501 Local Competition Deadline

Attachment Details

Document Description: MI-501 Local Competition Scoring Tool

Attachment Details

Document Description: MI-501 Scored Forms for One Project

Attachment Details

Document Description: MI-501 Notification of Projects Rejected-Reduced

Attachment Details

Document Description: MI-501 Notification of Projects Accepted

Attachment Details

Document Description: MI-501 Final Project Scores for All Projects

Attachment Details

Document Description: MI-501 Web Posting CoC Approved Consolidated Application

Attachment Details

Document Description: MI-501 Notification of CoC Approved Consolidated Application

Attachment Details

Document Description: MI-501 Housing Leveraging Commitment

Attachment Details

Document Description: MI-501 Healthcare Formal Agreement

Attachment Details

Document Description:

Submission Summary

Ensure that the Project Priority List is complete prior to submitting.

| Page | Last Updated |
|---|--------------|
| 1A. CoC Identification | 09/15/2022 |
| 1B. Inclusive Structure | 09/21/2022 |
| 1C. Coordination and Engagement | 09/21/2022 |
| 1D. Coordination and Engagement Cont'd | 09/28/2022 |
| 1E. Project Review/Ranking | 09/28/2022 |
| 2A. HMIS Implementation | 09/28/2022 |
| 2B. Point-in-Time (PIT) Count | 09/28/2022 |
| 2C. System Performance | 09/22/2022 |
| 3A. Coordination with Housing and Healthcare | 09/28/2022 |
| 3B. Rehabilitation/New Construction Costs | 09/28/2022 |
| 3C. Serving Homeless Under Other Federal Statutes | 09/26/2022 |

| | |
|--|-------------------|
| 4A. DV Bonus Project Applicants | 09/28/2022 |
| 4B. Attachments Screen | 09/27/2022 |
| Submission Summary | No Input Required |

Attachment 1C-7: PHA Homeless Preference

CoC: MI-501

Attached are excerpts from the admin plans for the Detroit Housing Commission and Michigan State Housing Development Authority noting their homeless preference for HCV.

PHA (Detroit Housing Commission) Homeless Preference

| | | |
|--|---|--|
| Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i> | U.S. Department of Housing and Urban Development Office of Public and Indian Housing | OMB No. 2577-0226 Expires: 02/29/2016 |
|--|---|--|

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs**. *Standard PHA* - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

| | | | | | |
|-----------|--|----------|-----------------------------|---------------------------------|------------------------------|
| A. | PHA Information. | | | | |
| A.1 | PHA Name: <u>Detroit Housing Commission</u> PHA Code: <u>MI001</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/01/2022</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>3409</u> Number of Housing Choice Vouchers (HCVs) <u>6420</u> Total Combined Units/Vouchers <u>9829</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission | | | | |
| | <input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) | | | | |
| | | | | | |
| | Participating PHAs | PHA Code | Program(s) in the Consortia | Program(s) not in the Consortia | No. of Units in Each Program |
| | | | | | PH HCV |
| | Lead PHA: | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| B. | Annual Plan Elements | | | | |

DHC will not accept referrals from an agency, organization or consortia that denies its services to members of any Federally protected class under fair housing laws.

There will be a separate waitlist for this preference. The waitlist will never close.

Local Preference Related to Displaced Families with a Child(ren) Six or Younger With Elevated Blood Lead Levels

A local preference is available for families with a child(ren) six or younger who has elevated blood lead levels of 5 micrograms of lead per deciliter of blood as verified by the local Health Department where the families have been displaced from their permanent housing. The families must reside in DHC's HCVP jurisdiction which consists of Wayne, Oakland, Macomb, Lapeer, and St. Clair counties. The families must have been displaced due to lead exposure and the owner of the housing's inability to control the lead-based paint hazards.

DHC will provide up to 10 tenant-based vouchers per year for this preference through its HCVP. The preference does not guarantee eligibility for the HCVP.

All families must apply with and be referred to DHC by the local Health Department or through the HUD-mandated Healthy Homes Program with which DHC has a formal agreement. The terms and conditions of the agreements will be based upon the population to be served.

DHC will not accept referrals from an agency, organization or consortia that denies its services to members of any Federally protected class under fair housing laws.

There will be a separate waitlist for this preference. The waitlist will never close.

Local Preference Related to Homelessness and Transitioning from Permanent Supportive Housing

A local preference is available for families that participate in a homeless program or that are transitioning from permanent supportive housing.

DHC will provide up to 225 tenant-based vouchers per year for this preference through its HCVP. The preference does not guarantee eligibility for the HCVP.

All families assisted under this preference must apply with and be referred to DHC by an agency, organization, or consortia, that provides services to the homeless, with which DHC has a formal agreement. These agreements must be signed by DHC's Executive Director. The terms and conditions of the agreements will be based upon the population to be served. DHC has the right to limit the number of partner agencies, organizations, and consortia to ensure administrative efficiency.

DHC will not accept referrals from an agency, organization or consortia that denies its services to members of any Federally protected class under fair housing laws.

There will be a separate waitlist for this preference. The waitlist will never close.

Local Preference Related to VASH Voucher Holders Transitioning from Permanent Supportive Housing

A local preference is available for families that have received assistance under the Veterans Administration Supportive Housing Program ("VASH") who no longer require permanent supportive housing as mutually agreed upon by the adult family members and MSHDA and the area VA Medical Center. The transition from permanent supportive housing requires the family to have participated in the VASH Program for the last five years.

DHC will provide up to 25 tenant-based vouchers per year for this preference through its HCVP. The preference does not guarantee eligibility for the HCVP.

All families assisted under this preference must apply with an agency, organization, or consortia with which DHC has a formal agreement. These agreements must be signed by DHC's Executive Director. Families must be referred to MSHDA and the area VA Medical Center by the DHC partner agency, organization, or consortia. MSHDA and the area VA Medical Center must jointly approve and refer the family to DHC. DHC will enter formal agreements with MSHDA and the area VA Medical Center. These agreements must be signed by DHC's Executive Director. All terms and conditions of all agreements will be based upon the population to be served. DHC has the right to limit the number of partner agencies, organizations, and consortia to ensure administrative efficiency.

DHC will not accept referrals from an agency, organization or consortia that denies its services to members of any Federally protected class under fair housing laws.

There will be a separate waitlist for this preference. The waitlist will never close.

PRIORITY OF PREFERENCES

DHC will administer the local preferences based upon the following priority listing:

1. Displaced by DHC
2. Lead-Based Paint Displacement
3. VAWA
4. Victims of Human Trafficking
5. Homeless
6. Transitioning from VASH

Each of these local referral preferences has its own waiting list. In light of the uniqueness of each local preference an applicant should only be on a single local preference waitlist. An applicant, however, can be on a local preference waitlist and on the traditional HCVP tenant-based waitlist.

Annually, DHC will select persons from the local preferences waitlists, based upon funding availability, after it has selected 200 names from the traditional HCVP tenant-based wait list. The exception to pre-selection of 200 names from the traditional HCVP tenant-based wait list will be based on individual emergency housing needs as determined by the Executive Director or designee. The selection of applicants will be in the order of date and time. For applicants on a preference waitlist that requires a referral, selection of applicants will be in the order of date and time based upon receipt of the completed referral.

B.1 Significant Amendment / Modification

The Agency Plan is a living document, which shall serve to guide DHC operations and resource management. In the event that circumstances, or priorities necessitate actions, which would represent a substantial departure from the goals, objectives, timetables, or policies as set forth in the plan, the DHC will invite resident review and input

Chapter 17

PROJECT-BASED VOUCHERS

INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the PHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

Chapter 17

PART I: GENERAL REQUIREMENTS

17-I.A. OVERVIEW [24 CFR 983.5; FR Notice 1/18/17; Notice PIH 2017-21]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

MSHDA Policy

PBV/Supportive Housing

MSHDA will operate a project-based voucher program using up to 20 percent of its authorized units for project-based assistance for permanent supportive housing.

Developments that have received a 9% tax credit award, but not through the Permanent Supportive Housing set-aside, will be limited to less than 25% of the total units as Project-Based Vouchers. These proposals must submit a MOU for review and approval, and

Developments that have received a 4% tax credit award will not be limited to the 25% of the total units as Project-Based Vouchers. For proposals of 25% or less, a MOU will be required. For proposals that 25% an Addendum III and MOU will be required.

PBV/For Certain At-Risk Households in Low-Vacancy Areas

Under HUD PIH Notice 2014-13, PIH Notice 2018-02 and PIH Notice 2019-01, and upon HUD request, MSHDA will agree to convert tenant-protection vouchers to project-based vouchers awarded to certain at-risk households residing in low-vacancy areas, provided the property and owner comply with all applicable federal regulations under 24 CFR 983. At-Risk Households are excluded from the 20 percent cap of vouchers allocated to project-based assistance.

PIH Notice 2019-01 authorizes a PHA to add units to a PBV Contract executed pursuant to the notice as follows:

- a. The PHA may add tenant-protection vouchers (TPV) units awarded under a separate set-aside funding award for the same project.
- b. The PHA may add units to a PBV HAP contract executed pursuant to the notice, utilizing budget authority allocated to the PHA under the HCV program. Addition of the units must be in accordance with 983.206 (as amended by HOTMA). This policy applies to PBV contracts entered into pursuant to this notice, and all previous TPV set-asides.

Chapter 17

Streamlined Voluntary Conversions of Last Remaining Projects of Small Public Housing Agencies NOTICE PIH 2019-05 (HA)

Upon HUD's request, MSHDA will agree to administer tenant-based Housing Choice Vouchers (HCV) to small Section 9 Public Housing units converted under the Streamline Voluntary Conversion program. Tenants will have an option to remain in their unit using the tenant-based HCV assistance or move off-site in the private market with the HCV assistance.

In order to provide project-based (PBV) assistance at the property, families must voluntarily consent to the PBV assistance. Tenant consent means a family, after being fully informed of its options, voluntarily giving up the ability to receive a tenant-based HCV voucher. If the family fails to consent to the PBV assistance and chooses to remain using tenant-based HCV assistance, that family's unit is excluded from the PBV HAP contract until the family moves out or consents to switching to PBV assistance. To obtain such consent, MSHDA must follow the requirements outlined in Appendix A of PIH Notice 2019-05; in addition, all PBV federal regulations, to include relocation and environmental requirements, are applicable.

PBV/Rental Assistance Demonstration (RAD) Program

Based on HUD PIH Notices 2012-18, 2012-32, and 2012-32 Rev.1, MSHDA has started, and will continue, to participate in the HUD RAD Program which converts tenant-based RAP and Rent Supplement Assistance to tenants in HUD 236 properties to Project-Based Vouchers at those developments. RAD Projects do not count towards the 20 percent cap of vouchers allocated to project-based assistance.

PBV/HUD-VASH Vouchers: FR Notice 1/18/17 and Notice PIH 2017-21 (Attachment M)

A PHA's entire allocation of VASH vouchers may be project-based, so long as the costs fall within the maximum 20 percent of HCV budget authority allowed for project-based assistance. For this purpose, the VASH budget authority is added to HCV budget authority prior to calculating the 20 percent cap.

Although the PHA may project-base HUD-VASH vouchers without further HUD approval, the PHA must consult with their partner Veterans Administration Medical Center (VAMC) to ensure the VAMC will be able to continue to provide supportive services.

PBV/Recovery Housing Pilot Program

MSHDA has set aside Housing Choice Vouchers to be used as project-based voucher assistance for a Permanent Supportive Recovering Housing Project developed in collaboration with local Treatment Courts. The housing brings Drug Court treatment services into this property, efficiently linking participants with services. The goal of the project is to address homelessness and housing instability issues for those successfully participating in treatment court by providing a residence in a supervised, drug free environment to increase successful drug treatment outcomes and a long-term solution for achievement of better health and housing outcomes.

MSHDA may elect to allocate additional Project Based Vouchers to developments in the future.

Chapter 17

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the PHA is not required to reduce the number of these units if the number of authorized units is subsequently reduced. However, the PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC, regardless of whether the PHA has vouchers available for project-basing [FR Notice 1/18/17].

Additional Project-Based Units [FR Notice 1/18/17; Notice PIH 2017-21]

The PHA may project-base an additional 10 percent of its units above the 20 percent program limit. The units may be distributed among one, all, or a combination of the categories as long as the total number of units does not exceed the 10 percent cap. Units qualify under this exception if the units:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C.11302) and contained in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
 - *Veteran* means an individual who has served in the United States Armed Forces.
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24CFR 5.403.
- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

Only units that are under a HAP contract that was first executed on or after April 18, 2017 may be covered by the 10 percent exception.

MSHDA Policy

MSHDA may elect to project-base up to an additional 10 percent of its authorized units, up to 30 percent, in accordance with HUD regulations and requirements.

Units Not Subject to the PBV Program Limitation [FR Notice 1/18/17]

PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.

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MSHDA Policy

MSHDA will require the owner to submit an EEO Plan to MSHDA staff for review and approval prior to signing of the AHAP.

PART II: PBV OWNER PROPOSALS

17-II.A. OVERVIEW [24 CFR 983.51(a)]

With certain exceptions, the PHA must describe the procedures for owner submission of PBV proposals and for PHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the PHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. The PHA may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH 2011-54].

17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)] [FR Final Rule 6/25/14]

The PHA must select PBV proposals in accordance with the selection procedures in the PHA administrative plan. The PHA must select PBV proposals by either of the following two methods.

- PHA request for PBV Proposals. The PHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the PHA request. The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

MSHDA Policy

MSHDA may elect to solicit proposals via a Request for Proposals (RFP) for new initiatives and/or special funding sources. In these instances, MSHDA will not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

- The PHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The PHA need not conduct another competition.

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MSHDA Policy

MSHDA will award PBV vouchers from proposals selected based on a previous MSHDA competition, such as LIHTC, HOME or other MSHDA development financing programs, within the last three years.

MSHDA will also award PBVs from proposals selected based on a previous HUD competition within the last three years, such as the Choice Neighborhood Program. For large transformative projects, like the Choice Neighborhood Program or similar projects, MSHDA may elect not to require the owner to target the Project-Based Voucher units for Permanent Supportive Housing. At MSHDA's discretion, the project may not be limited to the greater or 25 units or 25% of the total units as Project-Based Vouchers.

Owners must submit a request for PBVs according to the process outlined on the MSHDA/PBV Webpage (http://www.michigan.gov/mshda/0,4641,7-141-5555_60730---,00.html).

Selected proposals must meet MSHDA's Division of Rental Development underwriting criteria.

MSHDA's PBV selected proposals must target one or more of the following supportive housing populations: Homeless to include the three (3) categories, Special Needs, and Chronically Homeless. Refer to PBV definitions within Exhibit 17-2. An exception to this requirement may be granted for large transformative projects as identified above.

In order for owners to participate in this program, the following process must be followed:

Step One: The owner/sponsor must have received financing for the development via a competitive process through MSHDA or HUD as stated above. This process and approval must have been provided with no consideration to the award of project-based vouchers. **NOTE:** Developments that have received a 9% tax credit award, but not through the Permanent Supportive Housing set-aside, will be limited to the greater or 25 or 25% of the total units as Project- Based Vouchers. These proposals must submit a MOU for review and approval, and developments that have received a 4% tax credit award will not be limited to the greater or 25 units or 25% of the total units as Project-Based Vouchers. For proposals less than 25 units or 25% a MOU will be required. For proposals that exceed the greater of 25 units or 25% an Addendum III and MOU will be required.

Step Two: The owner/sponsor must submit the MSHDA/PBV 101 – Letter of Intent to the designated PBV Specialist with a copy of the competitive award letter (e.g., LIHTC reservation, Grant/loan Agreement).

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Step Three: Designated PBV Specialist will contact owner/sponsor to discuss project and recommend the correct project proposal for the development. Proposal types include: Existing, Rehabilitation or Newly Constructed. (MSHDA/PBV 102, 103 or 104).

Units Selected Non-Competitively [FR Notice 1/18/17; Notice PIH 2017-21; 24 CFR 983.52(b)]

For certain public housing projects where the PHA has an ownership interest or control, the PHA may select attach PBV assistance non-competitively without following one of the two processes above.

This exception applies when the PHA is engaged in an initiative to improve, develop, or replace a public housing property or site. The public housing units may either currently be in the public housing inventory or may have been removed from the public housing inventory within five years of the date on which the PHA entered into the AHAP or HAP.

If the PHA is planning rehabilitation or new construction on the project, a minimum threshold of \$25,000 per unit in hard costs must be expended.

If the PHA plans to replace public housing by attaching PBV assistance to existing housing in which the PHA has an ownership interest or control, then the \$25,000 per unit minimum threshold does not apply as long as the existing housing substantially complies with HQS.

The PHA must include in the administrative plan what work it plans to do on the property or site and how many PBV units will be added to the site.

MSHDA Policy

MSHDA will not attach PBVs to projects owned by the PHA as described above.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

PHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the PHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

MSHDA Policy

When selecting proposals via a Request for Proposals (RFP), MSHDA will advertise its RFP in the local newspaper and post the RFP, proposal submission requirements, rating and ranking procedures on the MSHDA website.

In order for the proposal to be considered, the owner must submit the proposal to MSHDA by the published deadline date and the proposal must address all requirements. MSHDA will rate and rank proposals based on the established criteria outlined in the RFP. Proposals selected must comply with all HUD program and regulatory requirements.

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PHA-Owned Units [24 CFR 983.51(e), 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA-owned units were appropriately selected based on the selection procedures specified in the PHA administrative plan. This also applies to non-competitive selections. If the PHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determinations, the term of the HAP contract, and inspections.

In the case of PHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity. In addition, an independent entity must determine the initial rent to owner, the redetermined rent to owner, and reasonable rent. Housing quality standards inspections must be conducted also by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

The PHA may only compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

MSHDA Policy

This section is not applicable. MSHDA's portfolio does not include PHA owned units.

PHA Notice of Owner Selection [24 CFR 983.51(d)] [FR Final Rule 6/25/14]

The PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

MSHDA Policy

Within 15 business days of MSHDA making the selection, MSHDA will notify the selected owner in writing of the owner's selection for the PBV program.

In addition, MSHDA will publish its award of selection of PBV proposals for a minimum of two consecutive days on MSHDA's website. The announcement will include the name of the owner that was selected for the PBV program.

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17-II.C. HOUSING TYPE [24 CFR 983.52]

The PHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of PHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

The PHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The PHA choice of housing type must be reflected in its solicitation for proposals.

17-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53 (a)-(c)] [FR Final Rule 6/25/14]

The PHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the PHA may not attach or pay PBV assistance for a unit occupied by an owner, this does not include a member of a cooperative who owns shares in the project, and the PHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program. Finally, PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

Subsidized Housing [24 CFR 983.54]

A PHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);

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- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55 PIH Notice 2013-11, and FR Final Rule 2/28/20]

The subsidy layering review is intended to prevent excessive public assistance for housing by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

HUD requires new construction and rehabilitation housing that will include forms of governmental assistance other than PBVs to undergo a subsidy layering review (SLR) prior to entering into an Agreement to Enter into Housing Assistance Payments Contract (AHAP). Subsidy layering requirements do not apply to existing housing.

when PBV is the only governmental assistance, or for projects already subject to a PBV HAP contract, even if the project is recapitalized with outside sources of funding.

When a PHA selects a new construction or rehabilitation project, the PHA must require information regarding all HUD and/or other federal, state, or local governmental assistance to be disclosed by the project owner using Form HUD-2880. Appendix A of FR Notice 2/28/20 contains a list of all required documentation.

Either HUD or a HUD-approved housing credit agency (HCA) in the PHA's jurisdiction performs the subsidy layering review. The PHA must request an SLR through their local HUD Field Office or, if eligible, through a participating HCA.

If the SLR request is submitted to an approved HCA, and the proposed project-based voucher assistance meets HUD subsidy layering requirements, the HCA must submit a certification to HUD and notify the PHA. The PHA may proceed to execute an AHAP at that time if the environmental approval is received.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

MSHDA Policy

Subsidy Layering Reviews, as authorized by HUD, will be conducted by MSHDA in its role as Michigan's HCA, in compliance with the guidelines set forth in the *Federal Register* notice published July 9, 2010.

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Owners are required to submit complete subsidy layering package to the MSHDA Rental Development Division, Low Income Housing Tax Credit section. Refer to the MSHDA website for further guidance.

17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]

In general, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions to 25 Percent per Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]

As of April 18, 2017, units are not counted against the greater of 25 units or 25 percent per project cap if:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project
- If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17]

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services. Projects where these caps were implemented prior to HOTMA (HAP contract executed prior to April 18, 2017) may continue to use the former exceptions and may renew their HAP contracts under the old requirements, unless the PHA and owner agree to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family's eligibility for continued assistance in the project.

Supportive Services

PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. As of April 18, 2017, the project must make supportive services available to all families receiving PBV assistance in the project, but the family does not actually have to accept and received supportive services for the exception to apply to the unit, although the family must be eligible to receive the supportive services. It is not necessary that the services be provided at or by the project but must be reasonably available to families receiving PBV assistance at the project and designed to help families in the project achieve self-sufficiency or live in the community as independently as possible. A PHA may not require participation in the supportive service as a condition of living in the excepted unit, although such services may be offered.

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MSHDA Policy

MSHDA will provide rental assistance to qualified families in excepted units for HAP contracts signed on or after April 18, 2017 (post HOTMA). Qualified families include those who reside in units exclusively for elderly families, and units for households eligible for supportive services available to all families receiving PBV assistance in the project.

The following are examples of the type of services that will be provided depending on the needs of the family:

- Transportation for activities such as grocery shopping, attending medical and dental appointments;

- Supervised taking of medications;

- Treatment for drug rehabilitation in the case of current abusers;

- Treatment for alcohol addiction in the case of current abusers;

- Training in housekeeping and homemaking activities;

- Family budgeting;

- Child care;

- Parenting skills;

- Computer labs; and

- Work skills development and job training.

Projects not Subject to a Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]

PBV units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are exempt from the project cap. In other words, 100 percent of the units in these projects may receive PBV assistance.

Promoting Partially-Assisted Projects [24 CFR 983.56(c)] [FR Final Rule 6/25/14]

A PHA may establish local requirements designed to promote PBV assistance in partially assisted projects. A *partially assisted project* is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A PHA may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units or in a single-family building. A PHA may also determine not to provide PBV assistance for excepted units, or the PHA may establish a per-project cap of less than 25 units or 25 percent of units.

MSHDA Policy:

MSHDA is not promoting partially-assisted projects at this time.

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17-II.G. SITE SELECTION STANDARDS

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the PHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

In addition, prior to selecting a proposal, the PHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

MSHDA Policy

It is MSHDA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities.

However, MSHDA will grant exceptions to the 20 percent standard where MSHDA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, Choice Neighborhood, or Renewal Community;

A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

A census tract where there has been an overall decline in the poverty rate within the past five years; or

A census tract where there are meaningful opportunities for educational and economic advancement.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

The PHA may not enter into an AHAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

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- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units.
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the PHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

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17-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

The PHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

17-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

17-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, 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, B, H, and R, and 40 CFR 745.227, apply to the PBV program.

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MSHDA Policy:

MSHDA must obtain certifications from owners/developers submitting PBV Proposals for Rehabilitation Projects of all pre-1978 building.

17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES [24 CFR 983.102]

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

MSHDA Policy:

Section 504 sets minimum accessible unit percentages for federally-assisted multifamily housing projects (containing four or more units) that are designed, constructed, or altered after July 11, 1988. A minimum of five percent of the total PBV units or at least one unit, whichever is greater, must be fully accessible for persons with mobility impairments. An additional two percent of the units (but not less than one unit) in such a project must be fully accessible for person with hearing or vision impairments.

If housing was constructed prior to June 2, 1988 and the percentage of accessible units does not meet Section 504 requirements, MSHDA should obtain sufficient documentation to support that an undue financial or administrative burden would exist if such requirement were met.

Fair Housing Act applies to all housing with four or more units designed and constructed for initial occupancy after March 13, 1991. All rental units must be accessible in buildings containing four or more units with one or more elevators, and all ground floor units in buildings containing four or more units, without an elevator. This means that the building and units must meet at least seven accessibility criteria so that a person in a wheelchair can maneuver in the space. These criteria include:

- An accessible building entrance on an accessible route
- Accessible common and public use areas
- Usable doors (usable by a person in a wheelchair)
- An accessible route into and through the dwelling unit
- Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations
- Reinforced walls in bathrooms for later installation of grab bars
- Usable kitchens and bathrooms

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17-III.D. INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]

The PHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the PHA must inspect all the units before the proposal selection date and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the PHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b), FR Notice 1/18/17, and Notice PIH 2017-20]

The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS, unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions, or if the unit passed an alternative inspection.

MSHDA Policy

MSHDA will not provide assistance on behalf of the family until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20]

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

At least once every 24-months during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement.

If more than 20 percent of the sample of inspected contract units in a building fails the initial inspection, the PHA must re-inspect 100 percent of the contract units in the building.

MSHDA Policy

Effective July 1, 2018, MSHDA will inspect 100% of the assisted units in a PBV property biennially.

Other Inspections [24 CFR 983.103(e)]

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

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The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103(f)]

In the case of PHA-owned units, the inspections must be performed by an independent entity designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

17-IV.A. OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT (AHAP) [24 CFR 983.152(a)-(c)]

In order to offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into a HAP contract with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)]. The PHA may not enter into an agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(a)].

Content of the Agreement [24 CFR 983.152(d)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;

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- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement [24 CFR 983.153]

The Agreement must be executed promptly after PHA notice of proposal selection to the selected owner. The PHA may not enter into the Agreement if construction or rehabilitation has started after proposal submission. Generally, the PHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the PHA may not enter into the Agreement until the environmental review is completed and the PHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

MSHDA Policy

MSHDA will enter into the AHAP with the owner within 15 business days of receiving environmental approval and notice that subsidy layering requirements have been met, as well as other requirements outlined in the Preliminary Award Letter. No construction work, including groundwork, can commence prior to the execution of the AHAP.

17-IV.C. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

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Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

17-IV.D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

MSHDA Policy

MSHDA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. MSHDA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

PHA Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, the PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The PHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the AHAP, the PHA must not enter into the HAP contract.

If the PHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

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PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

17-V.A. OVERVIEW [24 CFR 983.202]

The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. With the exception of single-family scattered site projects, a HAP contract shall cover a single project. If multiple projects exist, each project shall be covered by a separate HAP contract. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202(a)].

17-V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per cap (as described in 983.56), which will be set-aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with the Housing Quality Standards (HQS), unless the PHA has adopted a policy to enter into a HAP contract for units that file the initial HQS inspection as a result of only non-life-threatening conditions. For existing housing, the HAP contract must be executed promptly after the PHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the Agreement, and the owner furnishes all required evidence of completion.

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MSHDA Policy

For existing housing, the HAP contract will be executed within 15 business days of the PHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 15 business days of MSHDA determining that the units have been completed in accordance with the AHAP, all units meet HQS, and the owner and MSHDA have submitted all required evidence of completion and compliance.

Term of HAP Contract [24 CFR 983.205, and Notice PIH 2017-21]

The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of a HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of PHA owned units, the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

MSHDA Policy

The initial term of all PBV HAP contracts signed on or after April 18, 2017 will be 20 years. PBV HAP Contracts signed prior to April 18, 2017 may be amended to the maximum of 20 years.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 20 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP Contract extension may not exceed 20 years. A PHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed after the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA- owned units, any extension of the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

MSHDA Policy

HAP contracts signed prior to April 18, 2017 that are still in the initial term may be extended to the term up to the maximum 20 years if mutually agreed upon by MSHDA and the owner. MSHDA and owner may subsequently agree to extend the contract for up to an additional 20 years. The maximum term of the HAP contract in these instances (initial term and subsequent extension) would be 40 years. HAP contracts that are no longer in the initial term (completed the initial 15-year term) may be extended for a total of 20 years if mutually agreed upon by MSHDA and the owner. The maximum term of the

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HAP contract in that case would be 20 years plus the number of years that constituted the initial term of the HAP contract.

When determining whether or not to extend an expiring PBV contract, MSHDA will consider several factors including, but not limited to:

The cost of extending the contract and the amount of available budget authority;

The condition of the contract units;

The owner's record of compliance with obligations under the HAP contract and lease(s);

Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

Whether the funding could be used more appropriately for tenant-based assistance.

Termination by PHA [24 CFR 983.205(c) and FR Notice 1/18/17]

The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the PHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

In times of insufficient funding, HUD requires PHAs first take all cost-saving measures prior to failing to make payments under existing PBV HAP contracts.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the PHA. In this case, families living in the contract units must be offered tenant-based assistance.

Statutory Notice Requirements: Contract termination or expiration [24 CFR 983.206; FR Notice 1/18/17, and Notice PIH 2017-21]

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the PHA and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

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Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owner's required notice period ends. The PHA must provide the family with a voucher and the family must also be given the option by the PHA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the PHA HCV tenant-based program and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

Remedies for HQS Violations [24 CFR 983.208(b)]

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

MSHDA Policy

MSHDA will abate and may remove PBV units from HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

17-V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(a)]

At the PHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Before any such substitution can take place, the PHA must inspect the proposed unit and determine the reasonable rent for the unit.

MSHDA Policy

MSHDA will consider switching like units in certain circumstances. Circumstances may include, but are not limited to:

The owner continues to lease to a Zero HAP participant;

The owner continues to lease to a participant not eligible for services offered to other assisted units.

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Prior to approval, MSHDA must inspect the new units and determine reasonable rent. Upon completion, the owner and MSHDA must execute a contract amendment to substitute the units.

Addition of Contract Units [FR Notice 1/18/17 and Notice PIH 2017-21]

The PHA and owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed. The additional PBV units, however, are still subject to the PBV program cap and individual project caps. Prior to attaching additional units without competition, the PHA must submit to the local field office information outlined in FR Notice 1/18/17. The PHA must also detail in the administrative plan their intent to add PBV units and the rationale for adding units to the specific PBV project.

MSHDA Policy

MSHDA will consider adding units to the HAP contract when the PHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

Market conditions;

The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and

Voucher holders are having difficulty finding units that meet program requirements such as units with mobility or hearing/visual features.

Additional housing units have become available within the development.

17-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(b) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates), or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.210]

When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;

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- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on a project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

17-V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the PHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

MSHDA Policy

MSHDA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. MSHDA will specify any special design standards or additional requirements in the invitation for PBV proposals, the Agreement, and the HAP contract.

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Transfer of the Contract or Property

Neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.

MSHDA Policy

MSHDA must approve an owner's request for a transfer in General Partner, a change in ownership/assignment of HAP Contract, or a change in property Management Company. In the event of a foreclosure, MSHDA will consent to the transfer of the HAP contract to the property purchaser, as long as the purchaser agrees to comply with the obligation of the HAP contract and satisfies the requirements of MSHDA's transfer checklist (Exhibit 17-3).

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

MSHDA Policy

The PHA will decide on a case-by-case basis if the PHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

17-VI.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

17-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

The PHA may select families for the PBV program from those who are participants in the PHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the

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PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is a parent, child, grandparent, grandchild, sister, or brother of any member of the family unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

MSHDA Policy

MSHDA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the PHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the PHA's waiting list. Once the family's continued eligibility is determined (the PHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the PHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and project-based assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

MSHDA Policy

MSHDA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. A list of projects receiving PBV assistance is available on MSHDA's website located at <http://www.michigan.gov/mshda>.

In counties where a PBV program exists, the HA will maintain PBV waiting lists that are site and bedroom size specific and separate from the county waiting list for Housing Choice Vouchers (HCV). County PBV waiting lists will remain open at all times.

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MSHDA will require a local service agency to certify the applicant meets one of the targeted supportive housing categories in order to be placed on the appropriate PBV waiting list.

Effective July 1, 2018, MSHDA will require the local service agency to recertify homeless status at the time the applicant is pulled from the waiting list if the application date is greater than 120 days.

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low-income families. The income targeting requirement applies to the total of admissions to both programs.

MSHDA Policy

At least 80% of families admitted to the PBV program in MSHDA's fiscal year must be extremely low-income families.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

MSHDA Policy

Owners and managers of multifamily housing projects that have accessible units must take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, when an accessible unit becomes vacant, the owner or manager before offering such units to a non-disabled applicant shall offer such unit:

- First, to a current occupant of another unit of the same project, or comparable projects under common control, having a disability requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then
- Second, to an eligible qualified applicant on the waiting list having a disability requiring the accessibility features of the vacant unit.

When offering an accessible unit to an applicant not having a disability requiring the accessibility features of the unit, the owner or manager may require the applicant to agree (and may incorporate this agreement into the lease) to move to a non-accessible unit when available.

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In addition, units that were previously subject to certain federal rent restrictions or were receiving another type of long-term housing subsidy provided by HUD are not subject to the cap. The unit must be covered under a PBV HAP contract that first became effective on or after April 18, 2017.

MSHDA Policy

MSHDA may elect to project-base units not subject to the 20 percent cap in accordance with HUD regulations and requirements.

17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

MSHDA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, MSHDA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

Refer to Exhibit 17-1.

17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) [42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

17-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

The PHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA must comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

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During initial lease up, the Lead/referring agency must provide applicants with a copy of the AHAP Exhibit B, which lists the features of the special units, when completing the PBV Waiting List Application. When referring applicants to the waiting list after initial lease up, the Lead/referring agency must provide the applicant with a copy of Exhibit D of the PBV HAP Contract, which lists the features of the special units. In either instance, if the applicant indicates they require the features in the accessible units, the Lead/referring agency must indicate so on the Project-Based Voucher Application (PBV 322) and/or the Certification of Eligibility (PBV 531) so that the applicant can be properly coded on the PBV Waiting List.

If an accessible unit becomes available and there are no applicants on the PBV waiting list that require the features, the unit will be offered to the next applicant on the waiting list for the appropriate bedroom size. All partners are encouraged to reach out to the Disability Networks and other available resources to obtain names before offering the unit to an applicant not requiring the features. Documentation should be maintained in the lead agency files as to which agencies have been contacted. Applicants not requiring an accessible unit must be informed that they will be required to move if a family applies to the property, requiring an accessible unit. Refer to the Required Move Section later in this Chapter.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

The PHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA plan. The PHA may not, however, grant a preference to a person with a specific disability [FR Notice 1/18/17].

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with “excepted units” for elderly families or supportive services, the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b) FR Notice 1/18/17].

MSHDA Policy

MSHDA will provide a selection preference when required by the regulation (e.g., eligible in-place families and families residing in excepted units).

MSHDA will offer the following preferences for the PBV program in select PBV developments, when other funding sources in the development require such a preference:

- **Chronic Homeless Preference:** A “chronically homeless” individual is defined to mean a homeless individual with a disability who lives either in a

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place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the “chronically homeless” definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

Chronically homeless families are families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.

- **Veteran Preference:** A United States Veteran who can document veteran status via the Certificate of Release or Discharge from Active Duty (DD 214).
- **Homeless Frequent Emergency Department Users with Care Needs Preference:** This population will be identified via a data match of Medicaid and Homeless Management Information System data. The population will meet HUD’s definition for Category 1 literal homelessness and will have a high level of emergency department usage, inpatient stays and overall Medicaid utilization. The goal of this preference is to target housing resources for the highest need individuals that are homeless and medically vulnerable.
- **Highly Vulnerable Prioritized Preference:** MSHDA will offer this preference to select PBV properties that have elected to serve highly vulnerable populations with their supportive housing units that may include: chronically homeless, those at the top of the Continuum of Care (COC) prioritized Permanent Supportive Housing (PSH) registry, those that are homeless and utilizing other public systems with frequency such as hospitals, jails, etc. The goal of this preference is to serve those with the most vulnerability and the highest of needs that otherwise would continue to be homeless.
- **Supportive Housing Preference:** MSHDA will offer this preference to applicants in select PBV properties, where the owner and MSHDA entered into a PBV Housing Assistance Payment (HAP) contract prior to 2010, and where MSHDA has approved the owner to serve both supportive housing population applicants and income eligible applicants. The owner must submit a written request to MSHDA and receive approval before applications can be accepted for both supportive housing population applicants and income eligible applicants.

In order to receive this preference, the applicant must be certified by the Lead Agency as meeting one of the supportive housing targeted populations (homeless,

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chronic homeless, survivors of domestic violence or special needs) and those applicants that receive the preference will be given a priority over income eligible applicants, when a PBV unit becomes available.

17-VI.E. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

MSHDA Policy

A name may only be removed from a PBV waiting list when:

- The applicant refuses the PBV offering without good cause.
- The applicant did not respond, or designated representative did not respond to MSHDA's attempts to reach the applicant for eligibility determination verification(s) and/or updates;
- Applicant is ineligible (including failure to pass a criminal screening, over income, and non-citizenship);
- Applicant/participant requests removal from the PBV waiting list.

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see

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Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

17-VI.F. OWNER SELECTION OF TENANTS [24 CFR 983.253(a)(3)].

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(b)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

MSHDA Policy

The owner must notify MSHDA in writing (mail, fac, or email) within five business days of learning about any vacancy or expected vacancy.

MSHDA will make every reasonable effort to refer families to the owner with 15 business days of receiving such notice from the owner.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

MSHDA Policy

If any contract units have been vacant for 120 days, MSHDA may give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. MSHDA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of MSHDA's notice.

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17-VI.G. TENANT SCREENING [24 CFR 983.255]

PHA Responsibility

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

MSHDA Policy

MSHDA will not conduct screening to determine a PBV applicant family's suitability for tenancy. MSHDA reviews and approves rental assistance only.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the PHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(a) (411)]

MSHDA Policy

MSHDA will inform owners of their responsibility to screen prospective tenants and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. MSHDA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

MSHDA Policy

If the owner/property management company denies a family for occupancy in a PBV unit, MSHDA will also deny the applicant. The applicant is not eligible for an informal

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review from MSHDA; however, the applicant can appeal the denial decision with the property management company.

PART VII: OCCUPANCY

17-VII.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

17-VII.B. LEASE [24 CFR 983.256(a)]

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

The PHA may review the owner's lease form to determine if the lease complies with state and local law. If the PHA determines that the lease does not comply with state or local law, the PHA may decline to approve the tenancy.

MSHDA Policy

MSHDA will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

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Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f)]

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or for automatic indefinite extensions of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occurs:

- The owner terminates the lease for good cause;
- The tenant terminates the lease;
- The owner and the tenant agree to terminate the lease;
- The PHA terminates the HAP contract; **or**
- The PHA terminates assistance for the family.

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257(a)]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

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Tenant Absence from the Unit [24 CFR 983.256(g)] [24 CFR 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days. The PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.32, except the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of housing assistance payments [24 CFR 983.258]

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other right under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 983.211.

MSHDA Policy

If the participating family receiving zero assistance experience a change in circumstances that would result in a HAP payment to the owner, the family must notify MSHDA of the change and request an interim reexamination before the expiration of the 180-day period.

Security Deposits [24 CFR 983.258]

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

MSHDA Policy

MSHDA will allow the owner to collect any security deposit in accordance with state law.

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

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

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

17-VII.C. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260]

If the PHA determines that a family is occupying a wrong size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is

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needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

MSHDA Policy

MSHDA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of MSHDA's determination. MSHDA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same project;

Tenant-based voucher assistance

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA) or the date upon the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

MSHDA Policy

When MSHDA offers a family a tenant-based voucher, the family will be given 60 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 60-day time frame, MSHDA will terminate the housing assistance payments at the expiration of this 60-day period and will remove the unit from the HAP contract.

MSHDA may make exceptions to this 60-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA. If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV

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unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

MSHDA Policy

Family Right to Move

Under the HUD Family Right to Move, the participant may request to move with continued assistance (voucher) after the initial term of the lease. The participant must be in good standing as outlined in Chapter 10 and MSHDA must have an available voucher to offer the participant.

PBV Unit Transfers

In addition to the HUD Family Right to Move after the initial term of the lease, MSHDA will allow PBV participants to make an elective move from one PBV unit to another PBV unit listed on the Exhibit A of the development's HAP contract. The approval can be granted even if there are existing names on the PBV waiting list. The participant must move to a proper-size unit, unless MSHDA has approved a reasonable accommodation for a larger-sized unit.

If a PBV participant requests a move to another PBV unit within the development, the Housing Agent must contact the property management agent to obtain written approval and notify the PBV Specialist. Upon written approval from property management and notification to the PBV Specialist, the HA will process the move to the new PBV unit. The participant must be in good standing as outlined in Chapter 10.

HA will backfill the vacant PBV unit with the next name from the PBV waiting list once the PBV Unit Transfer is completed

If a PBV participant requests to move to a different PBV development, that maintains a separate PBV waiting list, the PBV participant must apply to the PBV development and meet the established eligibility criteria for the PBV unit

Emergency Transfers under VAWA [Notice PIH 2017-08]

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

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MSHDA Policy

When a PBV participant invokes their rights under VAWA and requests an emergency move, upon review and approval of the documentation provided, MSHDA will issue the participant a tenant-based voucher (HCV) to move along with a Mover's Briefing Packet, regardless if the participant has been living in the unit for less than a year. When determining the voucher size for the emergency move, MSHDA will take into consideration minor children, elderly or disabled family members associated with the move.

If the participant requests a move to a different unit within the development and the proper-sized unit is available for the move, MSHDA will approve the move to the new PBV unit.

17-VII.D. EXCEPTIONS TO OCCUPANCY CAP [24 CFR 983.262] FR Notice 1/18/17

As of April 18, 2017, the PHA may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project unless:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project

If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17]

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the PHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services objective and consequently is no longer eligible for the supportive services, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA shall cease paying HAP on behalf of the family.

Further, when a family (or remaining members of a family) residing in an excepted unit no longer meets the criteria for a "qualifying family" because the family is no longer an elderly family due to a change in family composition, the PHA has the discretion to allow the family to remain in the excepted unit. If the PHA does not exercise this discretion, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.

Individuals in units with supportive services who choose to no longer participate in a service or who no longer qualify for services they qualified for at the time of initial occupancy cannot subsequently be denied continued housing opportunity because of this changed circumstance. A PHA or owner cannot determine that a participant's needs exceed the level of care offered by

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qualifying services or require that individuals be transitioned to different projects based on service needs.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the PHA.

The PHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly family member or long-term or permanent hospitalization or nursing care), the elderly family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

MSHDA Policy

MSHDA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members' control.

In all other cases, MSHDA will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, MSHDA will terminate the housing assistance payments at the expiration of this 30-day period.

MSHDA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

PART VIII: DETERMINING RENT TO OWNER

17-VIII.A. OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into a HAP contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a ten percent or greater decrease in the published FMR.

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17-VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Definitions

A qualified census tract is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Reasonable Rent [24 CFR 983.301(e) and 983.302(c)(2)]

The PHA must determine the reasonable rent in accordance with 24 CFR 983.303. The rent to the owner for each contract unit may at no time exceed the reasonable rent, except in cases where the PHA has elected within the HAP contract not to reduce rent below the initial rent to owner and, upon redetermination of the rent to owner; the reasonable rent would result in a rent below the initial rent. However, the rent to the owner must be reduced in the following cases:

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- To correct errors in calculation in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
- If the decrease to the rent to owner is required based on changes in the allocation of the responsibilities of utilities between owner and tenant.

If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to the owner shall not at any time exceed the reasonable rent.

MSHDA Policy

MSHDA has elected to establish the initial rent to owner as the rent floor for projects with executed HAP contracts after November 24, 2014.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, the PHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the PHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the PHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

MSHDA Policy

Upon written request by the owner, MSHDA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. MSHDA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, MSHDA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if MSHDA determines it is necessary due to MSHDA budgetary constraints.

Use of Small Area FMRs (SAFMRs) [24 CFR 888.113(h)]

While small area FMRs (SAFMRs) do not apply to PBV projects, PHAs that operate a tenant-based program under SAFMRs may apply SAFMRs to all future PBV HAP contracts. If the PHA adopts this policy, it must apply to all future PBV projects and the PHA's entire

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jurisdiction. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy.

Further, the PHA may apply SAFMRs to current PBV projects where the notice of owner selection was made on or before the effective dates of PHA implementation, provided the owner is willing to mutually agree to doing so and the application is prospective. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy. If rents increase as a result of the use of SAFMRs, the rent increase may not be effective until the first anniversary of the HAP contract.

MSHDA Policy

MSHDA may elect to adopt the use of Small Area Fair Market Rents (SAFMRs) in an entire metropolitan area or specified zip codes as allowed by HUD. In doing so, MSHDA will consider whether to apply SAFMRs to the PBV program within a designated metropolitan area or specified zip code. MSHDA will follow the requirements outlined in PIH Notice 2018-01 and the HUD published Implementation Guidebook to properly implement SAFMRs.

Redetermination of Rent [24 CFR 983.302]

The PHA **must** redetermine the rent to owner upon the owner's request or when there is a 10 percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from the PHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by the PHA. The PHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

The PHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

MSHDA Policy

An owner's request for a rent increase must be submitted to the assigned PBV Specialist no earlier than 120 days prior to the HAP anniversary date and no later than 90 days prior to this date. The request must include the items below. The effective date of any change will be the HAP anniversary date for the development. The request will not be considered complete until all items are received per the posted Notice to the Owners for Annual PBV Contract Rent Adjustment Request.

The owner's request for an increase in rents must include (refer to the PBV website for further information):

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A. A cover letter which includes the following:

- Contact name, phone number and email address for staff preparing request.
- Current PBV contract rents and proposed PBV contract rents by unit type and size.
- If there are unassisted market rate units within the development, provide the current rents by unit type comparable to the PBV within the development.
- List of all the funding sources within the development financing such as: LIHTC, NSP 1, 2 or 3; HOME (low, or high)
- If the project has federal subsidy, identify the source. (Section 236, IRP, Section 515, Section 221 (d)(3) or other federal subsidy).

B. Attachments:

- The PBV Reasonable Rent Test – Subject Unit (MSHDA 37a). This form must be completed for each unit type when an adjustment is requested. Refer to the Unit Definitions within Exhibit 8-10. Management is encouraged to complete a review prior to submitting a request to ensure the rents requested are reasonable and supported in the market area of the development. Use only market rate units. NOTE: LIHTC units are not considered market rate units for this purpose.
- Copy of current property rent role or rent schedule indicating current LIHTC rent and market rent charged for other like units within the development.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

MSHDA Policy

MSHDA has elected to establish the initial contract rents as the rent floor for projects with executed HAP Contracts after November 24, 2008 that have not experienced a contract rent decrease.

Notice of Rent Change

The rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent. The PHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

MSHDA Policy

MSHDA will provide the owner with at least 30 calendar days written notice of any change in the amount of rent to owner.

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PHA-Owned Units [24 CFR 983.301(g)]

For PHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The PHA must use the rent to owner established by the independent entity.

17-VIII.C. REASONABLE RENT [24 CFR 983.303]

At the time initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except that where the PHA has elected in the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

When Rent Reasonable Determinations Are Required

The PHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a ten percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- The PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; and
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

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PHA-Owned Units

For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

MSHDA Policy

This section is not applicable. MSHDA's portfolio does not include PHA owned units.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the PHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

17-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II. D).

Other Subsidy [24 CFR 983.304]

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, a PHA shall reduce the rent to the owner because of other governmental subsidies, including tax credit or tax exemption grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

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Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER

17-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

17-IX.B. VACANCY PAYMENTS [24 CFR 983.352]

Vacancy Payments [24 CFR 983.352(b)]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner.

The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

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The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

MSHDA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified MSHDA of the vacancy.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by MSHDA within 10 business days of MSHDA's request, no vacancy payments will be made.

The amount of the vacancy payment cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit.)

No vacancy payments will be paid at initial lease-up.

Vacancy payments will start at the beginning of the month.

Vacancy payments will extend from the beginning of the first calendar month after the move-out month for a period not exceeding two full months. Vacancy payments will be prorated based on the number of days the unit is vacant.

17-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

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Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

MSHDA Policy

MSHDA will make utility reimbursements to the family.

17-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

SPECIAL HOUSING TYPES, PROGRAMS, AND PILOTS

[24 CFR 982 Subpart M]

INTRODUCTION

MSHDA may permit a family to use any of the special housing types discussed in this chapter. However, MSHDA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that MSHDA must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. MSHDA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

MSHDA Policy

Families will only be permitted to use the homeownership and manufactured special housing types, unless use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities. Other special housing types are not permitted by MSHDA.

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601].

This chapter consists of the following seven parts. Each part contains a description of the housing type and any special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

Part I: Single Room Occupancy

Part II: Congregate Housing

Part III: Group Homes

Part IV: Shared Housing

Part V: Cooperative Housing

Part VI: Manufactured Homes (including manufactured home space rental)

Part VII: Homeownership

Part VIII: Moderate Rehabilitation Program

Part IX: Veterans Administration Supportive Housing (VASH) Program

Part X: Mainstream Voucher Program

Part XI: Moving Up Program (Pilot)

Part XII: Family Self-Sufficiency Program

Part XIII: Michigan Department of Corrections (MDOC) Initiative

Part XIV: State Innovation Model (SIM) and Frequent Users Systems Engagement (FUSE) Pilot

Part XV: Family Unification Program (FUP)

Part XVI: Non-Elderly Disabled (NED)

Part XVII: Recovery Housing Pilot

PART I: SINGLE ROOM OCCUPANCY

[24 CFR 982.602 through 982.605]

15-I.A. OVERVIEW

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances.

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

15-I.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the zero-bedroom payment standard amount on the PHA's payment standard schedule.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero-bedroom utility allowance.

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

15-I.C. HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 8 apply to SRO housing except as modified below.

- *Access:* Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.
- *Fire Safety:* All SRO facilities must have a sprinkler system that protects major spaces. "Major spaces" are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.

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Sanitary facilities and space and security standards must meet local code requirements for SRO housing. In the absence of local code standards, the requirements discussed below apply [24 CFR 982.605].

- *Sanitary Facilities:* At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.
- *Space and Security:* An SRO unit must contain at least 110 square feet of floor space, and at least four-square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

Because no children live in SRO housing, the housing quality standards applicable to lead-based paint do not apply.

PART II: CONGREGATE HOUSING

[24 CFR 982.606 through 982.609]

15-II.A. OVERVIEW

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by the PHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

15-II.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), the PHA must use the payment standard for a

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zero-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), the PHA must use the 1-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' costs for food service should not be included in the rent for a congregate housing unit.

15-II.C. HOUSING QUALITY STANDARDS

HQS requirements as described in Chapter 8 apply to congregate housing except for the requirements stated below.

Congregate housing must have (1) a refrigerator of appropriate size in the private living area of each resident; (2) a central kitchen and dining facilities located within the premises and accessible to the residents, and (3) food service for the residents, that is not provided by the residents themselves.

The housing quality standards applicable to lead-based paint do not apply.

PART III: GROUP HOME

[24 CFR 982.610 through 982.614 and HCV GB p. 7-4]

15-III.A. OVERVIEW

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

If approved by the PHA, a live-in aide may live in the group home with a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Unless there is a live-in aide, the family unit size for an assisted occupant of a group home must be zero- or 1-bedroom, depending on the PHA's subsidy standard. If there is a live-in aide, the aide must be counted in determining the household's unit size.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the group home size. The prorata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the prorata share of the utility allowance for the group home.

The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the prorata portion of the reasonable rent for the group home. In determining reasonable rent, the PHA should consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

15-III.C. HOUSING QUALITY STANDARDS

HQS requirements described in Chapter 8 apply to group homes except for the requirements stated below.

- *Sanitary Facilities:* A group home must have at least one bathroom in the facility, with a flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a shower or bathtub with hot and cold running water. A group home may contain private or common bathrooms. However, no more than four residents can be required to share a bathroom.
- *Food Preparation and Service:* Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, an oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
- *Space and Security:* Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.
- *Structure and Material:* To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.

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- *Site and Neighborhood:* Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions, such as:
 - Dangerous walks or steps
 - Instability
 - Flooding, poor drainage
 - Septic tank back-ups
 - Sewage hazards
 - Mud slides
 - Abnormal air pollution
 - Smoke or dust
 - Excessive noise
 - Vibrations or vehicular traffic
 - Excessive accumulations of trash
 - Vermin or rodent infestation, and
 - Fire hazards.

The housing quality standards applicable to lead-based paint do not apply.

PART IV: SHARED HOUSING

[24 CFR 982.615 through 982.618]

15-IV.A. OVERVIEW

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

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MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the shared housing unit size.

The prorata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the lower of the utility allowance for the family unit size (voucher size) or the prorata share of the utility allowance for the shared housing unit.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, the PHA should consider whether sanitary and food preparation areas are private or shared.

15-IV.C. HOUSING QUALITY STANDARDS

The PHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.

HQS requirements described in Chapter 8 apply to shared housing except for the requirements stated below.

- *Facilities Available for the Family:* Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.
- *Space and Security:* The entire unit must provide adequate space and security for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must not be less than the family unit size. A zero-bedroom or 1-bedroom unit may not be used for shared housing.

PART V: COOPERATIVE HOUSING

[24 CFR 982.619]

15-V.A. OVERVIEW

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

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A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged “rent” a cooperative member is charged a “carrying charge.”

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used.

MSHDA Policy

This housing type is permitted as follows:

- Housing Conversion Actions where in-place families residing in a Cooperative receive tenant-protection vouchers or enhanced vouchers; or
- Verification is received from the applicant/participant and the property management agent that the family did not and will not purchase a membership in the cooperative while receiving HCV assistance from MSHDA.

If one of the above criteria does not apply, this housing type is not permitted by MSHDA unless approved under a reasonable accommodation request. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD’s Guidebook on Special Housing Types.

15-V.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the monthly carrying charge for the unit, plus any utility allowance, minus the TTP. The monthly carrying charge includes the member’s share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

15-V.C. HOUSING QUALITY STANDARDS

All standard HQS requirements apply to cooperative housing units. There are no additional HQS requirements.

PART VI: MANUFACTURED HOMES

[24 CFR 982.620 through 982.624]

15-VI.A. OVERVIEW

A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in two different ways.

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(1) A family can choose to rent a manufactured home already installed on a space and a PHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.

MSHDA Policy

MSHDA will permit a family to rent a manufactured home when the rental of the unit covers both the manufactured housing and the space.

(2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space as well as certain other housing expenses. A PHA may, but is not required to, provide assistance for such families.

MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

PART VII: HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

15-VII.A. OVERVIEW [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the HCV program. MSHDA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

Homeownership is defined as monthly homeownership assistance.

MSHDA must offer homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of MSHDA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. MSHDA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. MSHDA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where MSHDA has otherwise opted not to implement a homeownership program.

MSHDA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

MSHDA Policy

MSHDA will offer a Homeownership option for families that receive HCV assistance and meet the qualifications.

15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

The family must meet all of the requirements listed below before the commencement of homeownership assistance. MSHDA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time homeowner or be a cooperative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. MSHDA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not MSHDA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, MSHDA must grant an exemption from the employment requirement if MSHDA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).
- The family also satisfies all initial requirements established under section 15-VII.C.

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MSHDA Policy

The family must have all three credit scores at or above 640 to be eligible for selection.

The family must have all credit cards, old debt and medical collections paid off.

The family must have \$1,300 saved in the bank for two consecutive months to cover appraisal, good faith deposit and home inspection.

The family must have all bills paid on time for one year.

The family must be able to provide funds amounting to 3%.

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]

Unless otherwise provided (under the homeownership option), MSHDA may limit homeownership assistance to families or purposes defined by MSHDA and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

If MSHDA limits the number of families that may participate in the homeownership option, MSHDA must establish a system by which to select families to participate.

15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]

In order for a unit to be eligible, MSHDA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD’s “eligible housing” requirements. The unit may not be any of the following:
 - A public housing or Indian housing unit;
 - A unit receiving Section 8 project-based assistance;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;
 - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be a one-unit property or a single dwelling unit in a condominium.
- The unit must have been inspected by MSHDA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (HQS) (see Chapter 8).

MSHDA must not approve the unit if MSHDA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

15-VII.E. ADDITIONAL MSHDA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. MSHDA may establish the maximum time that will be allowed for a family to locate and purchase a home and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by MSHDA, MSHDA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by MSHDA. HUD suggests the following topics for MSHDA-required pre-assistance counseling:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in MSHDA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

MSHDA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

MSHDA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If MSHDA offers a program of ongoing counseling for participants in the homeownership option, MSHDA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If MSHDA does not use a HUD-approved housing counseling agency to provide the counseling, MSHDA should ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

MSHDA Policy

Pre-purchase counseling will be provided by MSHDA's Housing Counseling Network and other local partners.

Homeowners will participate in post-purchase counseling, both general and one-on-one, at MSHDA's discretion.

15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND MSHDA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

MSHDA may not commence monthly homeownership assistance payments for a family until MSHDA has inspected the unit and has determined that the unit passes HQS.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

MSHDA cannot require the family to use an independent inspector selected by MSHDA. The independent inspector may not be a MSHDA employee or contractor, or other person under control of MSHDA. However, MSHDA may establish standards for qualification of inspectors selected by families under the homeownership option.

MSHDA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.

Contract of Sale

Before commencement of monthly homeownership assistance payments, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give MSHDA a copy of the contract of sale. The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.

Disapproval of a Seller

In its administrative discretion, MSHDA may deny approval of a seller for the same reasons a MSHDA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

15-VII.H. FINANCING [24 CFR 982.632]

MSHDA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. MSHDA must establish policies describing these requirements in the administrative plan.

MSHDA Policy

MSHDA requires that families acquire financing from one of MSHDA's participating lenders and must approve all financing before purchase.

Families, Lenders, and Counselors must consider the following when selecting a Mortgage Product:

1. MSHDA does not permit balloon payment and variable interest rate loans for homeowner financing.
2. Seller financing is prohibited.
3. Financing for purchase of a home under its HCV homeownership program must be provided, insured, or guaranteed by the State or Federal government, comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards; or if the purchase of a home is financed with FHA mortgage insurance, financing is subject to FHA mortgage insurance requirements.

15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MSHDA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to MSHDA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

- The family must comply with the terms of any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to MSHDA, or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by MSHDA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify MSHDA before moving out of the home.

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- The family must notify MSHDA if the family defaults on a mortgage securing any debt incurred used to purchase the home.
- During the time the family receives homeownership assistance under this subpart, no family member may have any ownership interest in any other property.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

MSHDA Policy

Post-purchase requirements are found in the Statement of Homeowner Obligations Form (HO-103). If *Key to Own Participants* do not meet these responsibilities the participants may be terminated from the HCV Homeownership Program.

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for different unit under any duplicative Federal, State or local housing assistance program.

15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

MSHDA Policy

The maximum term for MSHDA HCV Homeownership assistance will be for 10 years with a possible 5-year extension, unless disabled or elderly. If elderly or disabled, the term of assistance will be for the life of the loan.

15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, MSHDA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher program. The payment standard for a family is the greater of (i) the payment standard as determined at the commencement of homeownership assistance for occupancy of the home, or (ii) the payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

MSHDA may pay the homeownership assistance payments directly to the family, or at MSHDA's discretion, to a lender on behalf of the family

If during the 15-year eligibility period, the family goes to zero HAP, Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, MSHDA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

MSHDA must adopt policies for determining the amount of homeownership expenses to be allowed by MSHDA in accordance with HUD requirements.

Homeownership expenses only include amounts allowed by MSHDA to cover:

- Principal and interest on initial mortgage debt and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- The MSHDA allowance for maintenance expenses;
- The MSHDA utility allowance for the home;
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and MSHDA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by MSHDA.

MSHDA Policy

A family may qualify to move outside of MSHDA's jurisdiction with continued homeownership or tenant-based assistance under the voucher program if **all** of the following criteria apply:

1. For homeownership assistance, the receiving PHA must be absorbing a voucher homeownership program and be accepting new homeownership families.
2. The family must sell its current home and pay all mortgages and liens on the property in order to purchase and port to another home.
3. The receiving PHA:
 - Will have the same administrative responsibilities of the initial PHA except that some administrative functions (e.g. issuance of a voucher or execution of a tenancy addendum) do not apply.
 - Must absorb the family into its voucher program.
 - Will determine if financing and physical condition of the unit is acceptable and all homeownership policies apply.
4. The maximum term of homeownership assistance applies to the cumulative time the family has received homeownership assistance. The total must **not** exceed the maximum term of 15 years unless elderly or disabled.

Note: All portability policies that are in place for the HCV rental assistance program are applicable to the HCV homeownership program. All homeownership program eligibility criteria will apply, i.e. the family must be a participant with MSHDA's rental program for one year and in good standing, etc.

15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

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MSHDA may deny permission to move to a new unit with continued voucher assistance:

- If MSHDA has insufficient funding to provide continued assistance.
- In accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with MSHDA's policy regarding number of moves within a 12-month period.

MSHDA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

MSHDA Policy

MSHDA will allow a family receiving homeownership assistance to purchase another home with continued assistance if **all** of the following criteria are met:

1. The family has not had a mortgage loan default.
2. The family sells its current home in order to purchase another with homeownership assistance.
3. There are no recapture provisions associated with the family's home; therefore, the family may keep any profits or proceeds from the sale of the home
4. All eligibility criteria applicable to the first home purchase are met. The only exception to the eligibility requirements is that the family need not meet the first-time homebuyer requirement.
5. All counseling deemed necessary by MSHDA has been satisfactorily completed.
6. An independent home inspection on the subsequent purchase has been completed and approved by MSHDA.
7. The financing mechanism for this subsequent purchase has been submitted and approved by MSHDA.
8. The maximum term of homeownership assistance applies to the cumulative time the family has received homeownership assistance. The total must **not** exceed the maximum term of 15 years.

MSHDA will only allow one move by the family during any one-year period.

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

At any time, MSHDA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

MSHDA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure to meet obligations under the Family Self-Sufficiency program as prohibited under the alternative requirements set forth in FR Notice 12/29/14.

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MSHDA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

PART VIII. SECTION 8 MODERATE REHABILITATION PROGRAM

[24 CFR Part 882]

The purpose of the Moderate Rehabilitation Program (MRP) is to upgrade substandard rental housing and to provide rental subsidies for low-income families. As outlined in 24 CFR Part 882, existing structures of various types may be appropriate for this program including single-family houses, multi-family structures and group homes.

MSHDA administers the Section 8 Moderate Rehabilitation Program at designated properties in the State of Michigan by following the above cited CFR.

PART IX. HUD - VETERANS ADMINISTRATION SUPPORTIVE HOUSING (VASH)

[Federal Register, May 6 and May 19, 2008]

The HUD-VASH program combines HUD HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA) at its medical centers and in the community. Ongoing VA case management, health, and other supportive services is made available to homeless veterans at many VA Medical Center (VAMC) supportive services sites across the nation. MSHDA partners with four VA Medical Centers in Michigan: the John D. Dingell VA Medical Center in Detroit; the Oscar Johnson VA Medical Center in Iron Mountain, the Battle Creek VA Medical Center in Battle Creek, Michigan, and the Aleda E. Lutz VA Medical Center in Saginaw, Michigan.

MSHDA administers the Veterans Administration Supportive Housing (VASH) program by following the above Federal Register Notices and subsequent HUD guidance.

PART X. MAINSTREAM VOUCHER PROGRAM

[24 CFR Part 982]

The Mainstream Voucher Program provides rental assistance to families that consist of a non-elderly person with disabilities. This is defined as any family that includes a person with disabilities who is at least 18 years of age but not yet 62.

MSHDA grants a waiting list preference for non-elderly/disabled individuals:

- residing in institutional settings and other segregated settings who want to move to community-based integrated settings; or
- who are at risk serious risk of institutionalization; or
- who are homeless; or
- who are at risk of becoming homeless.

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MSHDA has partnered with the Michigan Department of Health and Human Services (MDHHS) on the Mainstream Voucher Program. The voucher assistance will provide the housing stability that many individuals desperately need and MDHHS partnering agencies will provide support services based on the individual's needs and affiliated program (MI Choice Waiver Program, Behavioral Health Services and Supports Program, Habilitation Supports Waiver and Independent Living Services Program). In the absence of a referral from MDHHS, MSHDA will offer the next available Mainstream Voucher to eligible families from its waiting list.

PART XI. MOVING UP PILOT PROGRAM

The Moving-Up Pilot Program provides Housing Choice Voucher (HCV) rental assistance to individuals and families transitioning, or “moving up”, from Permanent Supportive Housing (PSH) programs. These are individuals that were previously homeless prior to entry into the PSH program and who continue to need a housing subsidy but no longer need the intense level of supportive services PSH provides.

PSH providers use a common assessment tool to identify those individuals and families that have reached a level of stability that makes them a good transition to the HCV Program. These individuals and families will then be placed on the waiting list for this Moving-Up pilot.

MSHDA has agreed to accept referrals from a CoC PSH program or other similar state or federally funded programs as the need arises.

XII. FAMILY SELF-SUFFICIENCY PROGRAM

[24 CFR Part 984]

MSHDA Administers a Family Self-Sufficiency Program in compliance with 24 CFR Part 984 with funding received from HUD.

PART XIII. MICHIGAN DEPARTMENT OF CORRECTIONS (MDOC) INITIATIVE

MSHDA has implemented an initiative, in collaboration with the Michigan Department of Corrections (MDOC) that enables individuals under the supervision of the MDOC, an opportunity for greater independence through housing and service coordination programs

MSHDA has allocated Housing Choice Vouchers to be used in conjunction with this initiative. Eligible individuals are referred to the Authority's MDOC waiting list by the MDOC assigned referral agency. The applicant family must be willing to engage in a jointly developed plan supporting housing and stability throughout their participation in this initiative.

PART XIV. STATE INNOVATION MODEL (SIM) AND FREQUENT USERS SYSTEMS ENGAGEMENT (FUSE) PILOT

MSHDA has partnered with the Michigan Department of Health and Human Services to design a pilot program that will provide housing and supportive services to super utilizers of Medicaid that are also experiencing homelessness.

The SIM pilot will use a small portion of MSHDA’s Housing Choice Vouchers for citizens that have very high utilization levels of emergency departments and emergency services and are also experiencing homelessness. The goal of the pilot is to show that with housing and supportive services that these individuals will improve their use of primary and preventative health care and achieve better health outcomes while lowering their overall Medicaid usage. MSHDA will initially allocate up to 200 Housing Choice Vouchers to be used in conjunction with this pilot program and may increase the allocation if additional pilot locations are included.

MSHDA will also consider Frequent Users Systems Engagement (FUSE) programs, or similar programs, as eligible programs to receive an allocation of Housing Choice Vouchers under the SIM pilot.

PART XV: FAMILY UNIFICATION PROGRAM (FUP)

The FUP Program is a program under which housing assistance is provided under the Housing Choice Voucher (HCV) program in partnership with the local Continuum of Care (CoC) bodies and the Michigan Department of Health and Human Services (MDHHS) to provide immediate relief to the housing barriers based on FUP-eligible families and youth.

The FUP Program targets the following groups:

1. Families for whom the lack of adequate housing is a primary factor in the imminent placement of a family’s child, or children, in out-of-home care; or the delay in the discharge of a child, or children, to the family from out-of-home care; and
2. Youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday), who left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act and are homeless or are at risk of becoming homeless at age 16 or older. As required by the statute, a FUP voucher issued to such a youth may only be provided housing assistance for the youth for a maximum of 36 months.

MSHDA leverages the Family Self-Sufficiency (FSS) Program for both families and youth and are granted a priority on the FSS waiting list. Likewise, if a FUP-eligible youth is successfully enrolled in the MSHDA FSS Program, they will be prioritized for a regular HCV after their 36-month time limit prescribed by HUD, in order to complete the FSS Program while remaining stable in their housing.

PART XVI: NON-ELDERLY DISABLED (NED)

The Non-Elderly Disabled (NED) program provides rental assistance to families that consist of a non-elderly person with disabilities. This is defined as a family where the head of household, co-head or spouse is disabled and at least 18 years of age, but not yet 62. When a NED voucher becomes available, MSHDA will offer the voucher to next family on its waiting list that meets the criteria above.

PART XVII: RECOVERY HOUSING PILOT

MSHDA has set aside fifty (50) Housing Choice Vouchers to be used as project-based voucher assistance at Andy's Place located in Jackson County. Andy's Place is a Permanent Supportive Recovering Housing Project developed in collaboration with local Treatment Courts. The housing brings Drug Court treatment services into this property, efficiently linking participants with services. The goal of the project is to address homelessness and housing instability issues for those successfully participating in treatment court by providing a residence in a supervised, drug free environment to increase successful drug treatment outcomes and a long-term solution for achievement of better health and housing outcomes.

The Treatment Courts consist of the Jackson County Circuit Court, Calhoun County Court, Hillsdale County Treatment Court, the 55th District Court in Mason and 28th District Court in Hillsdale. Treatment Courts are designed to address the underlying substance use disorders and mental health issue of offenders. Treatment Courts operate as a team, including the Judge, Prosecutor, Defense Lawyer, Treatment Providers and Probation Staff. The Treatment Courts refer prospective applicants to apply for tenancy at Andy's Place and communicate with all partners to assist in the provision of supportive services for the tenants.

Support services for tenants are provided by Jackson-Hillsdale County Mental Health Board – Lifeways, Victory Clinical Services III, and Jackson County Adult Treatment Court Intensive Outpatient Treatment, acting as independent contractors of the Treatment Courts with additional services provided by the local Community Action Agency's On-Site Coordinator. The Coordinator provides social services to complement services provided through the Treatment Court's independent contractors. The Coordinator works with the Treatment Court's support service provider to coordinate individual service plans and implementation.

In order to be eligible for project-based voucher assistance under this pilot program, a recovery housing project application must be reviewed and approved by the Recovery Housing Steering Committee and must have received a Low-Income Housing Tax Credit (LIHTC) reservation or other MSHDA funding within the past three (3) years, demonstrating that all the Qualified Allocation Plan (QAP) requirements have been met. In addition, all HCV project-based voucher regulations and requirements in Chapter 17 of MSHDA's Administrative Plan must be met.

MSHDA may elect to allocate additional Project Based Vouchers to similar developments in the future.

Attachment 1C-7: PHA Moving On Preference

CoC: MI-501

Attached are excerpts from the admin plans for the Detroit Housing Commission and Michigan State Housing Development Authority noting their Moving On Homeless Preference

PHA (Detroit Housing Commission) Moving On

| | | |
|--|---|--|
| Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i> | U.S. Department of Housing and Urban Development Office of Public and Indian Housing | OMB No. 2577-0226 Expires: 02/29/2016 |
|--|---|--|

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs**. **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

| | | | | | |
|-----------|--|----------|-----------------------------|---------------------------------|------------------------------|
| A. | PHA Information. | | | | |
| A.1 | PHA Name: <u>Detroit Housing Commission</u> PHA Code: <u>MI001</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/01/2022</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>3409</u> Number of Housing Choice Vouchers (HCVs) <u>6420</u> Total Combined Units/Vouchers <u>9829</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission | | | | |
| | <input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) | | | | |
| | | | | | |
| | Participating PHAs | PHA Code | Program(s) in the Consortia | Program(s) not in the Consortia | No. of Units in Each Program |
| | | | | | PH HCV |
| | Lead PHA: | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| B. | Annual Plan Elements | | | | |

DHC will not accept referrals from an agency, organization or consortia that denies its services to members of any Federally protected class under fair housing laws.

There will be a separate waitlist for this preference. The waitlist will never close.

Local Preference Related to Displaced Families with a Child(ren) Six or Younger With Elevated Blood Lead Levels

A local preference is available for families with a child(ren) six or younger who has elevated blood lead levels of 5 micrograms of lead per deciliter of blood as verified by the local Health Department where the families have been displaced from their permanent housing. The families must reside in DHC's HCVP jurisdiction which consists of Wayne, Oakland, Macomb, Lapeer, and St. Clair counties. The families must have been displaced due to lead exposure and the owner of the housing's inability to control the lead-based paint hazards.

DHC will provide up to 10 tenant-based vouchers per year for this preference through its HCVP. The preference does not guarantee eligibility for the HCVP.

All families must apply with and be referred to DHC by the local Health Department or through the HUD-mandated Healthy Homes Program with which DHC has a formal agreement. The terms and conditions of the agreements will be based upon the population to be served.

DHC will not accept referrals from an agency, organization or consortia that denies its services to members of any Federally protected class under fair housing laws.

There will be a separate waitlist for this preference. The waitlist will never close.

Local Preference Related to Homelessness and Transitioning from Permanent Supportive Housing

A local preference is available for families that participate in a homeless program or that are transitioning from permanent supportive housing.

DHC will provide up to 225 tenant-based vouchers per year for this preference through its HCVP. The preference does not guarantee eligibility for the HCVP.

All families assisted under this preference must apply with and be referred to DHC by an agency, organization, or consortia, that provides services to the homeless, with which DHC has a formal agreement. These agreements must be signed by DHC's Executive Director. The terms and conditions of the agreements will be based upon the population to be served. DHC has the right to limit the number of partner agencies, organizations, and consortia to ensure administrative efficiency.

DHC will not accept referrals from an agency, organization or consortia that denies its services to members of any Federally protected class under fair housing laws.

There will be a separate waitlist for this preference. The waitlist will never close.

Local Preference Related to VASH Voucher Holders Transitioning from Permanent Supportive Housing

A local preference is available for families that have received assistance under the Veterans Administration Supportive Housing Program ("VASH") who no longer require permanent supportive housing as mutually agreed upon by the adult family members and MSHDA and the area VA Medical Center. The transition from permanent supportive housing requires the family to have participated in the VASH Program for the last five years.

DHC will provide up to 25 tenant-based vouchers per year for this preference through its HCVP. The preference does not guarantee eligibility for the HCVP.

All families assisted under this preference must apply with an agency, organization, or consortia with which DHC has a formal agreement. These agreements must be signed by DHC's Executive Director. Families must be referred to MSHDA and the area VA Medical Center by the DHC partner agency, organization, or consortia. MSHDA and the area VA Medical Center must jointly approve and refer the family to DHC. DHC will enter formal agreements with MSHDA and the area VA Medical Center. These agreements must be signed by DHC's Executive Director. All terms and conditions of all agreements will be based upon the population to be served. DHC has the right to limit the number of partner agencies, organizations, and consortia to ensure administrative efficiency.

DHC will not accept referrals from an agency, organization or consortia that denies its services to members of any Federally protected class under fair housing laws.

There will be a separate waitlist for this preference. The waitlist will never close.

PRIORITY OF PREFERENCES

DHC will administer the local preferences based upon the following priority listing:

1. Displaced by DHC
2. Lead-Based Paint Displacement
3. VAWA
4. Victims of Human Trafficking
5. Homeless
6. Transitioning from VASH

Each of these local referral preferences has its own waiting list. In light of the uniqueness of each local preference an applicant should only be on a single local preference waitlist. An applicant, however, can be on a local preference waitlist and on the traditional HCVP tenant-based waitlist.

Annually, DHC will select persons from the local preferences waitlists, based upon funding availability, after it has selected 200 names from the traditional HCVP tenant-based wait list. The exception to pre-selection of 200 names from the traditional HCVP tenant-based wait list will be based on individual emergency housing needs as determined by the Executive Director or designee. The selection of applicants will be in the order of date and time. For applicants on a preference waitlist that requires a referral, selection of applicants will be in the order of date and time based upon receipt of the completed referral.

B.1 Significant Amendment / Modification

The Agency Plan is a living document, which shall serve to guide DHC operations and resource management. In the event that circumstances, or priorities necessitate actions, which would represent a substantial departure from the goals, objectives, timetables, or policies as set forth in the plan, the DHC will invite resident review and input

SPECIAL HOUSING TYPES, PROGRAMS, AND PILOTS

[24 CFR 982 Subpart M]

INTRODUCTION

MSHDA may permit a family to use any of the special housing types discussed in this chapter. However, MSHDA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that MSHDA must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. MSHDA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

MSHDA Policy

Families will only be permitted to use the homeownership and manufactured special housing types, unless use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities. Other special housing types are not permitted by MSHDA.

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601].

This chapter consists of the following seven parts. Each part contains a description of the housing type and any special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

Part I: Single Room Occupancy

Part II: Congregate Housing

Part III: Group Homes

Part IV: Shared Housing

Part V: Cooperative Housing

Part VI: Manufactured Homes (including manufactured home space rental)

Part VII: Homeownership

Part VIII: Moderate Rehabilitation Program

Part IX: Veterans Administration Supportive Housing (VASH) Program

Part X: Mainstream Voucher Program

Part XI: Moving Up Program (Pilot)

Part XII: Family Self-Sufficiency Program

Part XIII: Michigan Department of Corrections (MDOC) Initiative

Part XIV: State Innovation Model (SIM) and Frequent Users Systems Engagement (FUSE) Pilot

Part XV: Family Unification Program (FUP)

Part XVI: Non-Elderly Disabled (NED)

Part XVII: Recovery Housing Pilot

PART I: SINGLE ROOM OCCUPANCY

[24 CFR 982.602 through 982.605]

15-I.A. OVERVIEW

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances.

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

15-I.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the zero-bedroom payment standard amount on the PHA's payment standard schedule.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero-bedroom utility allowance.

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

15-I.C. HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 8 apply to SRO housing except as modified below.

- *Access:* Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.
- *Fire Safety:* All SRO facilities must have a sprinkler system that protects major spaces. "Major spaces" are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.

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Sanitary facilities and space and security standards must meet local code requirements for SRO housing. In the absence of local code standards, the requirements discussed below apply [24 CFR 982.605].

- *Sanitary Facilities:* At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.
- *Space and Security:* An SRO unit must contain at least 110 square feet of floor space, and at least four-square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

Because no children live in SRO housing, the housing quality standards applicable to lead-based paint do not apply.

PART II: CONGREGATE HOUSING

[24 CFR 982.606 through 982.609]

15-II.A. OVERVIEW

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by the PHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

15-II.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), the PHA must use the payment standard for a

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zero-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), the PHA must use the 1-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' costs for food service should not be included in the rent for a congregate housing unit.

15-II.C. HOUSING QUALITY STANDARDS

HQS requirements as described in Chapter 8 apply to congregate housing except for the requirements stated below.

Congregate housing must have (1) a refrigerator of appropriate size in the private living area of each resident; (2) a central kitchen and dining facilities located within the premises and accessible to the residents, and (3) food service for the residents, that is not provided by the residents themselves.

The housing quality standards applicable to lead-based paint do not apply.

PART III: GROUP HOME

[24 CFR 982.610 through 982.614 and HCV GB p. 7-4]

15-III.A. OVERVIEW

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

If approved by the PHA, a live-in aide may live in the group home with a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Unless there is a live-in aide, the family unit size for an assisted occupant of a group home must be zero- or 1-bedroom, depending on the PHA's subsidy standard. If there is a live-in aide, the aide must be counted in determining the household's unit size.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the group home size. The prorata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the prorata share of the utility allowance for the group home.

The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the prorata portion of the reasonable rent for the group home. In determining reasonable rent, the PHA should consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

15-III.C. HOUSING QUALITY STANDARDS

HQS requirements described in Chapter 8 apply to group homes except for the requirements stated below.

- *Sanitary Facilities:* A group home must have at least one bathroom in the facility, with a flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a shower or bathtub with hot and cold running water. A group home may contain private or common bathrooms. However, no more than four residents can be required to share a bathroom.
- *Food Preparation and Service:* Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, an oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
- *Space and Security:* Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.
- *Structure and Material:* To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.

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- *Site and Neighborhood:* Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions, such as:
 - Dangerous walks or steps
 - Instability
 - Flooding, poor drainage
 - Septic tank back-ups
 - Sewage hazards
 - Mud slides
 - Abnormal air pollution
 - Smoke or dust
 - Excessive noise
 - Vibrations or vehicular traffic
 - Excessive accumulations of trash
 - Vermin or rodent infestation, and
 - Fire hazards.

The housing quality standards applicable to lead-based paint do not apply.

PART IV: SHARED HOUSING

[24 CFR 982.615 through 982.618]

15-IV.A. OVERVIEW

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

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MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the shared housing unit size.

The prorata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the lower of the utility allowance for the family unit size (voucher size) or the prorata share of the utility allowance for the shared housing unit.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, the PHA should consider whether sanitary and food preparation areas are private or shared.

15-IV.C. HOUSING QUALITY STANDARDS

The PHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.

HQS requirements described in Chapter 8 apply to shared housing except for the requirements stated below.

- *Facilities Available for the Family:* Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.
- *Space and Security:* The entire unit must provide adequate space and security for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must not be less than the family unit size. A zero-bedroom or 1-bedroom unit may not be used for shared housing.

PART V: COOPERATIVE HOUSING

[24 CFR 982.619]

15-V.A. OVERVIEW

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

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A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged “rent” a cooperative member is charged a “carrying charge.”

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used.

MSHDA Policy

This housing type is permitted as follows:

- Housing Conversion Actions where in-place families residing in a Cooperative receive tenant-protection vouchers or enhanced vouchers; or
- Verification is received from the applicant/participant and the property management agent that the family did not and will not purchase a membership in the cooperative while receiving HCV assistance from MSHDA.

If one of the above criteria does not apply, this housing type is not permitted by MSHDA unless approved under a reasonable accommodation request. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD’s Guidebook on Special Housing Types.

15-V.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the monthly carrying charge for the unit, plus any utility allowance, minus the TTP. The monthly carrying charge includes the member’s share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

15-V.C. HOUSING QUALITY STANDARDS

All standard HQS requirements apply to cooperative housing units. There are no additional HQS requirements.

PART VI: MANUFACTURED HOMES

[24 CFR 982.620 through 982.624]

15-VI.A. OVERVIEW

A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in two different ways.

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(1) A family can choose to rent a manufactured home already installed on a space and a PHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.

MSHDA Policy

MSHDA will permit a family to rent a manufactured home when the rental of the unit covers both the manufactured housing and the space.

(2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space as well as certain other housing expenses. A PHA may, but is not required to, provide assistance for such families.

MSHDA Policy

This housing type is not permitted by MSHDA except for reasonable accommodation. When approved via a reasonable accommodation, MSHDA will follow the guidance issued in HUD's Guidebook on Special Housing Types.

PART VII: HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

15-VII.A. OVERVIEW [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the HCV program. MSHDA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

Homeownership is defined as monthly homeownership assistance.

MSHDA must offer homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of MSHDA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. MSHDA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. MSHDA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where MSHDA has otherwise opted not to implement a homeownership program.

MSHDA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

MSHDA Policy

MSHDA will offer a Homeownership option for families that receive HCV assistance and meet the qualifications.

15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

The family must meet all of the requirements listed below before the commencement of homeownership assistance. MSHDA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time homeowner or be a cooperative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. MSHDA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not MSHDA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, MSHDA must grant an exemption from the employment requirement if MSHDA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).
- The family also satisfies all initial requirements established under section 15-VII.C.

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MSHDA Policy

The family must have all three credit scores at or above 640 to be eligible for selection.

The family must have all credit cards, old debt and medical collections paid off.

The family must have \$1,300 saved in the bank for two consecutive months to cover appraisal, good faith deposit and home inspection.

The family must have all bills paid on time for one year.

The family must be able to provide funds amounting to 3%.

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]

Unless otherwise provided (under the homeownership option), MSHDA may limit homeownership assistance to families or purposes defined by MSHDA and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

If MSHDA limits the number of families that may participate in the homeownership option, MSHDA must establish a system by which to select families to participate.

15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]

In order for a unit to be eligible, MSHDA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD’s “eligible housing” requirements. The unit may not be any of the following:
 - A public housing or Indian housing unit;
 - A unit receiving Section 8 project-based assistance;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;
 - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be a one-unit property or a single dwelling unit in a condominium.
- The unit must have been inspected by MSHDA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (HQS) (see Chapter 8).

MSHDA must not approve the unit if MSHDA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

15-VII.E. ADDITIONAL MSHDA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. MSHDA may establish the maximum time that will be allowed for a family to locate and purchase a home and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by MSHDA, MSHDA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by MSHDA. HUD suggests the following topics for MSHDA-required pre-assistance counseling:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in MSHDA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

MSHDA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

MSHDA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If MSHDA offers a program of ongoing counseling for participants in the homeownership option, MSHDA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If MSHDA does not use a HUD-approved housing counseling agency to provide the counseling, MSHDA should ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

MSHDA Policy

Pre-purchase counseling will be provided by MSHDA's Housing Counseling Network and other local partners.

Homeowners will participate in post-purchase counseling, both general and one-on-one, at MSHDA's discretion.

15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND MSHDA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

MSHDA may not commence monthly homeownership assistance payments for a family until MSHDA has inspected the unit and has determined that the unit passes HQS.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

MSHDA cannot require the family to use an independent inspector selected by MSHDA. The independent inspector may not be a MSHDA employee or contractor, or other person under control of MSHDA. However, MSHDA may establish standards for qualification of inspectors selected by families under the homeownership option.

MSHDA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.

Contract of Sale

Before commencement of monthly homeownership assistance payments, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give MSHDA a copy of the contract of sale. The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.

Disapproval of a Seller

In its administrative discretion, MSHDA may deny approval of a seller for the same reasons a MSHDA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

15-VII.H. FINANCING [24 CFR 982.632]

MSHDA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. MSHDA must establish policies describing these requirements in the administrative plan.

MSHDA Policy

MSHDA requires that families acquire financing from one of MSHDA's participating lenders and must approve all financing before purchase.

Families, Lenders, and Counselors must consider the following when selecting a Mortgage Product:

1. MSHDA does not permit balloon payment and variable interest rate loans for homeowner financing.
2. Seller financing is prohibited.
3. Financing for purchase of a home under its HCV homeownership program must be provided, insured, or guaranteed by the State or Federal government, comply with secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards; or if the purchase of a home is financed with FHA mortgage insurance, financing is subject to FHA mortgage insurance requirements.

15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MSHDA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to MSHDA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

- The family must comply with the terms of any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to MSHDA, or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by MSHDA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify MSHDA before moving out of the home.

Chapter 15

- The family must notify MSHDA if the family defaults on a mortgage securing any debt incurred used to purchase the home.
- During the time the family receives homeownership assistance under this subpart, no family member may have any ownership interest in any other property.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

MSHDA Policy

Post-purchase requirements are found in the Statement of Homeowner Obligations Form (HO-103). If *Key to Own Participants* do not meet these responsibilities the participants may be terminated from the HCV Homeownership Program.

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for different unit under any duplicative Federal, State or local housing assistance program.

15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

MSHDA Policy

The maximum term for MSHDA HCV Homeownership assistance will be for 10 years with a possible 5-year extension, unless disabled or elderly. If elderly or disabled, the term of assistance will be for the life of the loan.

15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, MSHDA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher program. The payment standard for a family is the greater of (i) the payment standard as determined at the commencement of homeownership assistance for occupancy of the home, or (ii) the payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

MSHDA may pay the homeownership assistance payments directly to the family, or at MSHDA's discretion, to a lender on behalf of the family

If during the 15-year eligibility period, the family goes to zero HAP, Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, MSHDA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

MSHDA must adopt policies for determining the amount of homeownership expenses to be allowed by MSHDA in accordance with HUD requirements.

Homeownership expenses only include amounts allowed by MSHDA to cover:

- Principal and interest on initial mortgage debt and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- The MSHDA allowance for maintenance expenses;
- The MSHDA utility allowance for the home;
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and MSHDA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by MSHDA.

MSHDA Policy

A family may qualify to move outside of MSHDA's jurisdiction with continued homeownership or tenant-based assistance under the voucher program if **all** of the following criteria apply:

1. For homeownership assistance, the receiving PHA must be absorbing a voucher homeownership program and be accepting new homeownership families.
2. The family must sell its current home and pay all mortgages and liens on the property in order to purchase and port to another home.
3. The receiving PHA:
 - Will have the same administrative responsibilities of the initial PHA except that some administrative functions (e.g. issuance of a voucher or execution of a tenancy addendum) do not apply.
 - Must absorb the family into its voucher program.
 - Will determine if financing and physical condition of the unit is acceptable and all homeownership policies apply.
4. The maximum term of homeownership assistance applies to the cumulative time the family has received homeownership assistance. The total must **not** exceed the maximum term of 15 years unless elderly or disabled.

Note: All portability policies that are in place for the HCV rental assistance program are applicable to the HCV homeownership program. All homeownership program eligibility criteria will apply, i.e. the family must be a participant with MSHDA's rental program for one year and in good standing, etc.

15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

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MSHDA may deny permission to move to a new unit with continued voucher assistance:

- If MSHDA has insufficient funding to provide continued assistance.
- In accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with MSHDA's policy regarding number of moves within a 12-month period.

MSHDA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

MSHDA Policy

MSHDA will allow a family receiving homeownership assistance to purchase another home with continued assistance if **all** of the following criteria are met:

1. The family has not had a mortgage loan default.
2. The family sells its current home in order to purchase another with homeownership assistance.
3. There are no recapture provisions associated with the family's home; therefore, the family may keep any profits or proceeds from the sale of the home
4. All eligibility criteria applicable to the first home purchase are met. The only exception to the eligibility requirements is that the family need not meet the first-time homebuyer requirement.
5. All counseling deemed necessary by MSHDA has been satisfactorily completed.
6. An independent home inspection on the subsequent purchase has been completed and approved by MSHDA.
7. The financing mechanism for this subsequent purchase has been submitted and approved by MSHDA.
8. The maximum term of homeownership assistance applies to the cumulative time the family has received homeownership assistance. The total must **not** exceed the maximum term of 15 years.

MSHDA will only allow one move by the family during any one-year period.

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

At any time, MSHDA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

MSHDA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure to meet obligations under the Family Self-Sufficiency program as prohibited under the alternative requirements set forth in FR Notice 12/29/14.

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MSHDA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

PART VIII. SECTION 8 MODERATE REHABILITATION PROGRAM

[24 CFR Part 882]

The purpose of the Moderate Rehabilitation Program (MRP) is to upgrade substandard rental housing and to provide rental subsidies for low-income families. As outlined in 24 CFR Part 882, existing structures of various types may be appropriate for this program including single-family houses, multi-family structures and group homes.

MSHDA administers the Section 8 Moderate Rehabilitation Program at designated properties in the State of Michigan by following the above cited CFR.

PART IX. HUD - VETERANS ADMINISTRATION SUPPORTIVE HOUSING (VASH)

[Federal Register, May 6 and May 19, 2008]

The HUD-VASH program combines HUD HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA) at its medical centers and in the community. Ongoing VA case management, health, and other supportive services is made available to homeless veterans at many VA Medical Center (VAMC) supportive services sites across the nation. MSHDA partners with four VA Medical Centers in Michigan: the John D. Dingell VA Medical Center in Detroit; the Oscar Johnson VA Medical Center in Iron Mountain, the Battle Creek VA Medical Center in Battle Creek, Michigan, and the Aleda E. Lutz VA Medical Center in Saginaw, Michigan.

MSHDA administers the Veterans Administration Supportive Housing (VASH) program by following the above Federal Register Notices and subsequent HUD guidance.

PART X. MAINSTREAM VOUCHER PROGRAM

[24 CFR Part 982]

The Mainstream Voucher Program provides rental assistance to families that consist of a non-elderly person with disabilities. This is defined as any family that includes a person with disabilities who is at least 18 years of age but not yet 62.

MSHDA grants a waiting list preference for non-elderly/disabled individuals:

- residing in institutional settings and other segregated settings who want to move to community-based integrated settings; or
- who are at risk serious risk of institutionalization; or
- who are homeless; or
- who are at risk of becoming homeless.

Chapter 15

MSHDA has partnered with the Michigan Department of Health and Human Services (MDHHS) on the Mainstream Voucher Program. The voucher assistance will provide the housing stability that many individuals desperately need and MDHHS partnering agencies will provide support services based on the individual's needs and affiliated program (MI Choice Waiver Program, Behavioral Health Services and Supports Program, Habilitation Supports Waiver and Independent Living Services Program). In the absence of a referral from MDHHS, MSHDA will offer the next available Mainstream Voucher to eligible families from its waiting list.

PART XI. MOVING UP PILOT PROGRAM

The Moving-Up Pilot Program provides Housing Choice Voucher (HCV) rental assistance to individuals and families transitioning, or “moving up”, from Permanent Supportive Housing (PSH) programs. These are individuals that were previously homeless prior to entry into the PSH program and who continue to need a housing subsidy but no longer need the intense level of supportive services PSH provides.

PSH providers use a common assessment tool to identify those individuals and families that have reached a level of stability that makes them a good transition to the HCV Program. These individuals and families will then be placed on the waiting list for this Moving-Up pilot.

MSHDA has agreed to accept referrals from a CoC PSH program or other similar state or federally funded programs as the need arises.

XII. FAMILY SELF-SUFFICIENCY PROGRAM

[24 CFR Part 984]

MSHDA Administers a Family Self-Sufficiency Program in compliance with 24 CFR Part 984 with funding received from HUD.

PART XIII. MICHIGAN DEPARTMENT OF CORRECTIONS (MDOC) INITIATIVE

MSHDA has implemented an initiative, in collaboration with the Michigan Department of Corrections (MDOC) that enables individuals under the supervision of the MDOC, an opportunity for greater independence through housing and service coordination programs

MSHDA has allocated Housing Choice Vouchers to be used in conjunction with this initiative. Eligible individuals are referred to the Authority's MDOC waiting list by the MDOC assigned referral agency. The applicant family must be willing to engage in a jointly developed plan supporting housing and stability throughout their participation in this initiative.

PART XIV. STATE INNOVATION MODEL (SIM) AND FREQUENT USERS SYSTEMS ENGAGEMENT (FUSE) PILOT

MSHDA has partnered with the Michigan Department of Health and Human Services to design a pilot program that will provide housing and supportive services to super utilizers of Medicaid that are also experiencing homelessness.

The SIM pilot will use a small portion of MSHDA’s Housing Choice Vouchers for citizens that have very high utilization levels of emergency departments and emergency services and are also experiencing homelessness. The goal of the pilot is to show that with housing and supportive services that these individuals will improve their use of primary and preventative health care and achieve better health outcomes while lowering their overall Medicaid usage. MSHDA will initially allocate up to 200 Housing Choice Vouchers to be used in conjunction with this pilot program and may increase the allocation if additional pilot locations are included.

MSHDA will also consider Frequent Users Systems Engagement (FUSE) programs, or similar programs, as eligible programs to receive an allocation of Housing Choice Vouchers under the SIM pilot.

PART XV: FAMILY UNIFICATION PROGRAM (FUP)

The FUP Program is a program under which housing assistance is provided under the Housing Choice Voucher (HCV) program in partnership with the local Continuum of Care (CoC) bodies and the Michigan Department of Health and Human Services (MDHHS) to provide immediate relief to the housing barriers based on FUP-eligible families and youth.

The FUP Program targets the following groups:

1. Families for whom the lack of adequate housing is a primary factor in the imminent placement of a family’s child, or children, in out-of-home care; or the delay in the discharge of a child, or children, to the family from out-of-home care; and
2. Youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday), who left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act and are homeless or are at risk of becoming homeless at age 16 or older. As required by the statute, a FUP voucher issued to such a youth may only be provided housing assistance for the youth for a maximum of 36 months.

MSHDA leverages the Family Self-Sufficiency (FSS) Program for both families and youth and are granted a priority on the FSS waiting list. Likewise, if a FUP-eligible youth is successfully enrolled in the MSHDA FSS Program, they will be prioritized for a regular HCV after their 36-month time limit prescribed by HUD, in order to complete the FSS Program while remaining stable in their housing.

PART XVI: NON-ELDERLY DISABLED (NED)

The Non-Elderly Disabled (NED) program provides rental assistance to families that consist of a non-elderly person with disabilities. This is defined as a family where the head of household, co-head or spouse is disabled and at least 18 years of age, but not yet 62. When a NED voucher becomes available, MSHDA will offer the voucher to next family on its waiting list that meets the criteria above.

PART XVII: RECOVERY HOUSING PILOT

MSHDA has set aside fifty (50) Housing Choice Vouchers to be used as project-based voucher assistance at Andy’s Place located in Jackson County. Andy’s Place is a Permanent Supportive Recovering Housing Project developed in collaboration with local Treatment Courts. The housing brings Drug Court treatment services into this property, efficiently linking participants with services. The goal of the project is to address homelessness and housing instability issues for those successfully participating in treatment court by providing a residence in a supervised, drug free environment to increase successful drug treatment outcomes and a long-term solution for achievement of better health and housing outcomes.

The Treatment Courts consist of the Jackson County Circuit Court, Calhoun County Court, Hillsdale County Treatment Court, the 55th District Court in Mason and 28th District Court in Hillsdale. Treatment Courts are designed to address the underlying substance use disorders and mental health issue of offenders. Treatment Courts operate as a team, including the Judge, Prosecutor, Defense Lawyer, Treatment Providers and Probation Staff. The Treatment Courts refer prospective applicants to apply for tenancy at Andy’s Place and communicate with all partners to assist in the provision of supportive services for the tenants.

Support services for tenants are provided by Jackson-Hillsdale County Mental Health Board – Lifeways, Victory Clinical Services III, and Jackson County Adult Treatment Court Intensive Outpatient Treatment, acting as independent contractors of the Treatment Courts with additional services provided by the local Community Action Agency’s On-Site Coordinator. The Coordinator provides social services to complement services provided through the Treatment Court’s independent contractors. The Coordinator works with the Treatment Court’s support service provider to coordinate individual service plans and implementation.

In order to be eligible for project-based voucher assistance under this pilot program, a recovery housing project application must be reviewed and approved by the Recovery Housing Steering Committee and must have received a Low-Income Housing Tax Credit (LIHTC) reservation or other MSHDA funding within the past three (3) years, demonstrating that all the Qualified Allocation Plan (QAP) requirements have been met. In addition, all HCV project-based voucher regulations and requirements in Chapter 17 of MSHDA’s Administrative Plan must be met.

MSHDA may elect to allocate additional Project Based Vouchers to similar developments in the future.

Attachment 1E-1: Local Competition Deadline

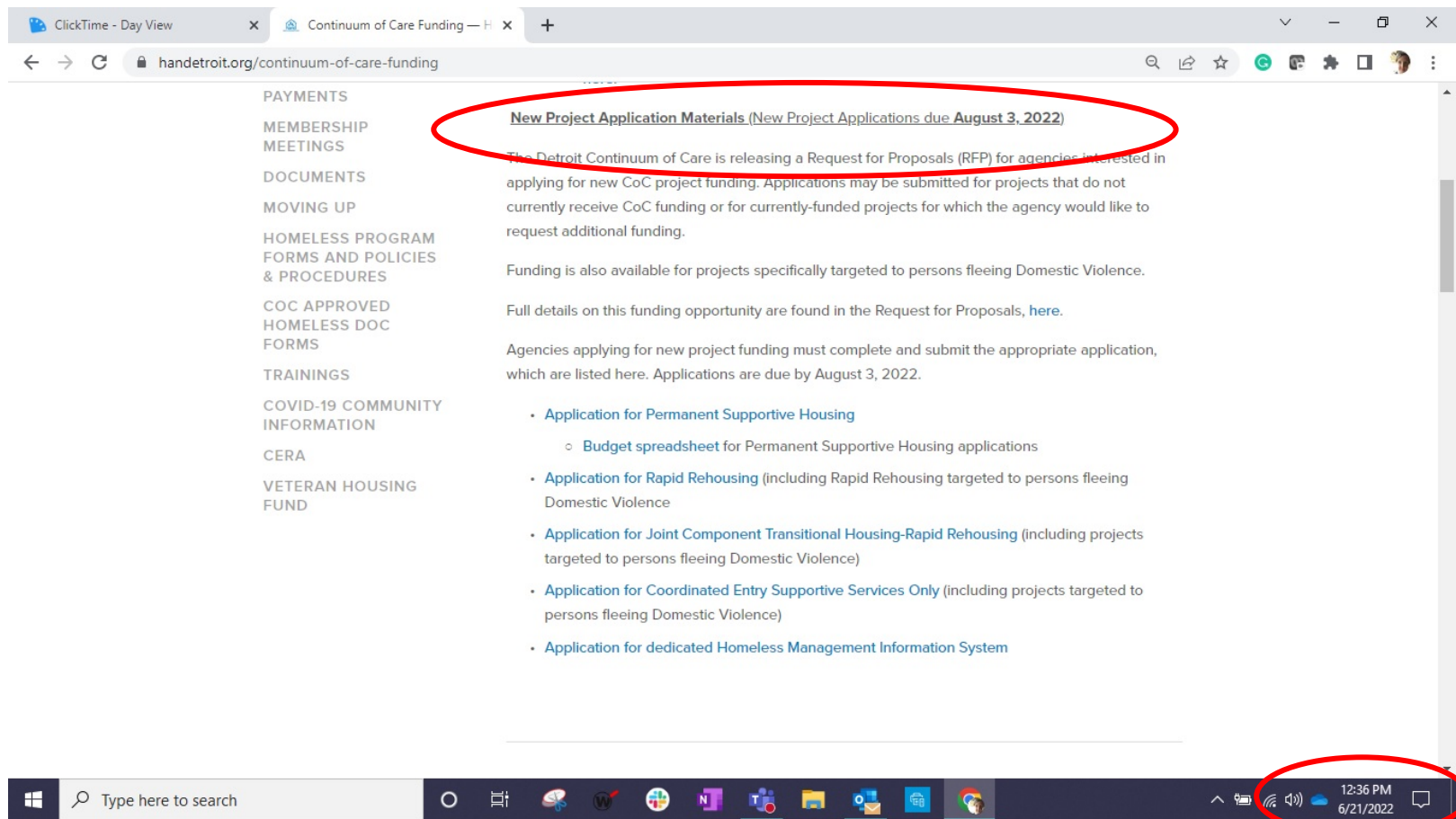
CoC: MI-501

Public Posting of 30-Day Application Deadlines

In the FY2022 CoC competition, the Detroit CoC had different application deadlines for renewal projects and new projects. All deadlines were at least 30 days prior to the CoC application submission deadline. Guidance from HUD for this year's competition instructed the CoC to enter the latest date these deadlines were posted. The latest date a deadline was posted was 6/21/2022. This is also the date given in the response to question 1E-1 in the application. This documentation demonstrates that all application deadline dates were communicated via the following means, and at least 30 days prior to the close of the competition:

New Project Application Submission Deadlines

Materials for new project applications – including applications for CoC Bonus funding and Domestic Violence Bonus funding – were due to the Collaborative Applicant by August 3, 2022. This information was posted to the Collaborative Applicant's website on June 21, 2022 as given in the screen shot below. This information was also communicated via the CoC's e-newsletter on June 21, 2022.



From: Homeless Action Network of Detroit <amanda@handetroit.org>
Sent: Tuesday, June 21, 2022 12:57 PM
To: Amanda Sternberg
Subject: June 27 Webinar for New CoC Project Applications

June 21, 2022

[{View as Webpage}](#)



**New Continuum of Care Funding Request for Proposals
and Applications Now Available
Applications due: **August 3, 2022****

The Detroit Continuum of Care is releasing a Request for Proposals (RFP) for agencies interested in applying for new CoC project funding in the FY2022 Continuum of Care competition. Applications may be submitted for projects that do not currently receive CoC funding or for currently-funded projects for which the agency would like to request additional funding. ***Funding is also available for projects specifically targeted to persons fleeing Domestic Violence.***

Full details on this funding opportunity are found in the Request for Proposals, available on HAND's website, [here](#).

Agencies applying for new project funding must complete and submit the appropriate application, which are also posted on [HAND's website](#). Applications are due by **August 3, 2022**.

Applications will be accepted for the following types of projects:

- Permanent Supportive Housing (PSH)

- Rapid Rehousing (RRH) – including RRH specifically targeted to persons fleeing domestic violence
- Transitional Housing-Rapid Rehousing (TH-RRH) - including TH-RRH specifically targeted to persons fleeing domestic violence
- Coordinated Entry Supportive Services Only (CE-SSO) – including projects specifically targeted to persons fleeing domestic violence
- Dedicated Homeless Management Information Systems (HMIS)

July 27 Webinar on new Continuum of Care Funding 9:30 - 11:30 AM

On Monday, June 27, from 9:30 - 11:30 AM, HAND is holding a webinar to discuss new Continuum of Care (CoC) funding agencies will be able to apply for in the upcoming FY2022 Continuum of Care competition. This webinar will cover the following:

- Types of projects agencies may submit applications for.
- Target populations for these projects (including people fleeing domestic violence and human trafficking).
- The estimated amount of funding available.
- The application process

This webinar will be specific to the New Project Request for Proposals (RFP) and applications that are now posted to HAND's website [here](#).

Attendance at this webinar is not required to apply but is strongly encouraged. The zoom link to this webinar is here:

<https://us02web.zoom.us/meeting/register/tZUsde6qqTouEtYR-KKUs3DmdAftHey4O5hK>

For questions, contact Amanda Sternberg at 313-380-1714 or amanda@handetroit.org

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Renewal Project Applications Submission Deadlines

Materials for renewal project applications were due to the Collaborative Applicant on June 22, 2022. This was communicated to all renewing agencies via an email sent on May 12, 2022 and an email sent on May 18, 2022. The due date for renewal project applications was also posted to the Collaborative Applicant's website as given in the screen shot below:

ClickTime - Day View | Microsoft Office Home | Continuum of Care Funding — H

handetroit.org/continuum-of-care-funding

HOMELESS PROGRAM FORMS AND POLICIES & PROCEDURES

COC APPROVED HOMELESS DOC FORMS

TRAININGS

COVID-19 COMMUNITY INFORMATION

CERA

VETERAN HOUSING FUND

For more information, contact Amanda Sternberg at amanda@handetroit.org or 313-380-1714.

FY2022 HUD CoC Local Project Application Materials

Renewal Project Application Materials (Renewal applications due **June 22, 2022**)

- [FY2022 Renewal Application Policies and Form](#) (posted 5/18/2022)
 - [FY2022 Renewal Project Application in Word format](#) (posted 5/18/2022)

New Project Application Materials (coming June 2022)

FY2022 CoC Competition Timeline

Note this timeline is subject to change. Changes will be communicated via email and posted here.

- May 23, 2- 4PM: Webinar for agencies seeking FY2022 renewal funding. Zoom link for the webinar is [here](#).
- June 1, 1- 3PM: Informational webinar on what to expect if applying for CoC or YHDP project funding. Zoom link for the webinar is [here](#).
- Early June: Release of New Project Request for Proposals (RFP)
- June 16, 9 - 11AM: Webinar for agencies interested in applying for new or expansion CoC funding in the FY2022 competition. Zoom link for the webinar is [here](#).
- June 22: Renewal project application materials due to HAND

11:49 AM
5/18/2022

Amanda Sternberg

From: Amanda Sternberg
Sent: Wednesday, May 18, 2022 12:16 PM
To: NDabaja@accesscommunity.org; mmakki@accesscommunity.org; mmroue@accesscommunity.org; agood@alternativesforgirls.org; cthomas@alternativesforgirls.org; tyancey@alternativesforgirls.org; ccumcac@aol.com; aelster@casscommunity.org; egeorge@casscommunity.org; jmerchant@casscommunity.org; pmcgreen@att.net; js1@chsinc.org; MN1@chsinc.org; cN1@chsinc.org; cjohnson@cotsdetroit.org; cmorgan@cotsdetroit.org; amorrell@cotsdetroit.org; CGRIFFIN@cotsdetroit.org; kfarrow@centralcityhealth.com; mmonette@centralcityhealth.com; vwilliams@centralcityhealth.com; draudi@drmm.org; jagboka@drmm.org; bwillis@drmm.org; linda@drmm.org; dowens@drmm.org; rblumenfeld@drmm.org; jwhite1@dwhn.org; tjones@dwmha.com; edoeh1@dwmha.com; tjames@dwmha.com; lmccain@develctrs.org; cliesman@develctrs.org; nwade@develctrs.org; tbosley@develctrs.org; JMcCormack@develctrs.org; Tasha Gray; Tamara Gaines; Kaitie Giza; Kiana Harrison; Nicole Palmerton; dave.sampson@marinersinn.org; svanevery@marinersinn.org; cjackson@marinersinn.org; sspencer@marinersinn.org; kroach@mchsmi.org; strotter@mchsmi.org; koneal@mchsmi.org; kedmon@mchsmi.org; jgriggs@wcns.org; gwhite@wcns.org; llittle@nso-mi.org; kspratt@nso-mi.org; jwojahn@nso-mi.org; luke.hassevoort@ruthelliscenter.org; jerry.peterson@ruthelliscenter.org; jebaugh@swsol.org; jscarlett@swsol.org; pbeasley@swsol.org; roslyn.baughman@tasmd.org; mdarlene266@gmail.com; Brittany.Meade@tasmd.org; KaiserP@michigan.gov; HendgesL2@michigan.gov; tallarigor@michigan.gov; mrobinson@waynemetrometro.org; lpszker@waynemetrometro.org; rjones@waynemetrometro.org; mcenti@waynemetrometro.org; dbutler@waynemetrometro.org; wmdevelopment@waynemetrometro.org; Elizabeth Orozco-Vasquez (evasquez@freedomhousedetroit.org)
Subject: Reminder: May 23: Meeting for FY2022 CoC Renewal Projects
Attachments: FY2022 Renewal Application Policies and Form.pdf
Importance: High

Hello,

Please review the message below for important information on the upcoming FY2022 Continuum of Care (CoC) competition:

- **Monday, May 23, from 2:00 – 4:00 PM:** All agencies applying for *renewal* funding in the upcoming FY2022 CoC competition are **strongly encouraged** to attend this virtual meeting (Zoom link is [here](#)) where we will cover in detail the renewal project application materials, scoring criteria, and deadlines. This meeting will be recorded for later viewing if you are not able to be there on the 23rd, however, it is highly recommended a representative from your organization attend. All agencies currently receiving FY2021 CoC funding should attend this meeting. Even though you may not yet have your FY2021 CoC grant agreement, you will need to apply for renewal funding in the FY2022 funding round for continued funding for your projects.
- The FY2022 Renewal Application Policies and Form are attached. This document, and a Word version of the application form, may be found on HAND's website at: www.handetroit.org/continuum-of-care-funding
 - **Renewal applications will be due to HAND June 22, 2022**
- Additional application materials, including the project self-scoring tools, will be published to HAND's website in the coming days

Policies Out for Public Comment

Comments are currently being sought on the following policies that will be used in the FY2022 CoC competition:

-  [Draft FY2022 Project Priority Ranking and Reallocation Policies](#)
-  [Draft Project Appeals Policy](#)

Comments are due by June 6, and may be submitted [here](#). Additional information on this opportunity to comment may be found on HAND's [website](#).

FY2021 CoC Project Environmental Reviews

As in prior years, City of Detroit staff are completing the Environmental Reviews you will need for your FY2021 CoC projects. These reviews will be completed in the coming weeks and will be sent to you once complete.

Please let me know if you have any questions about the above items. I look forward to seeing you at the webinar on May 23.

Amanda Sternberg, LMSW

Performance Management Analyst
Homeless Action Network of Detroit
3701 Miracles Blvd, Suite 101
Detroit, MI 48201
Office: 313-964-3666 x104

Direct: 313-380-1714 *NOTE NEW DIRECT NUMBER

amanda@handetroit.org

From: Amanda Sternberg

Sent: Thursday, May 12, 2022 4:43 PM

To: NDabaja@accesscommunity.org; mmakki@accesscommunity.org; mmroue@accesscommunity.org; agood@alternativesforgirls.org; cthomas@alternativesforgirls.org; crayford@alternativesforgirls.org; ccumcac@aol.com; aelster@casscommunity.org; egeorge@casscommunity.org; jmerchant@casscommunity.org; pmcgreen@att.net; js1@chsinc.org; MN1@chsinc.org; cN1@chsinc.org; cjohnson@cotsdetroit.org; cnmorgan@cotsdetroit.org; amorrell@cotsdetroit.org; CGRIFFIN@cotsdetroit.org; kfarrow@centralcityhealth.com; mmonette@centralcityhealth.com; vwilliams@centralcityhealth.com; draudi@drmm.org; jagboka@drmm.org; bwillis@drmm.org; linda@drmm.org; dowens@drmm.org; jwhite1@dwihn.org; tjones@dwmha.com; edoeh1@dwmha.com; tjames@dwmha.com; lmccain@develctrs.org; cliesman@develctrs.org; nwade@develctrs.org; tbosley@develctrs.org; JMCCormack@develctrs.org; Tasha Gray <tasha@handetroit.org>; Tamara Gaines <tamara@handetroit.org>; Kaitie Giza <Kaitie@handetroit.org>; Kiana Harrison <kiana@handetroit.org>; Nicole Palmerton <nicole@handetroit.org>; dave.sampson@marinersinn.org; svanevery@marinersinn.org; cjackson@marinersinn.org; sspencer@marinersinn.org; kroach@mchsmi.org; strotter@mchsmi.org; koneal@mchsmi.org; kedmon@mchsmi.org; jgriggs@wcns.org; gwhite@wcns.org; llittle@nso-mi.org; kspratt@nso-mi.org; jwojahn@nso-mi.org; luke.hassevoort@ruthelliscenter.org; jerry.peterson@ruthelliscenter.org; jebaugh@swsol.org; jscarlett@swsol.org; pbeasley@swsol.org; roslyn.baughman@tasmd.org; mdarlene266@gmail.com; Brittany.Meade@tasmd.org; KaiserP@michigan.gov; HendgesL2@michigan.gov; tallarigor@michigan.gov; mrobinson@waynometro.org; lpiszker@waynometro.org; rjones@waynometro.org; mcenti@waynometro.org; dbutler@waynometro.org

Subject: May 23: Meeting for FY2022 CoC Renewal Projects

Importance: High

Hello,

Please review the message below for important information on the upcoming FY2022 Continuum of Care (CoC) competition:

- **Monday, May 23, from 2:00 – 4:00 PM:** All agencies applying for *renewal* funding in the upcoming FY2022 CoC competition are **strongly encouraged** to attend this virtual meeting (Zoom link is [here](#)) where we will cover in detail the renewal project application materials, scoring criteria, and deadlines. This meeting will be recorded for later viewing if you are not able to be there on the 23rd, however, it is highly recommended a representative from your organization attend. All agencies currently receiving FY2021 CoC funding should attend this meeting. Even though you may not yet have your FY2021 CoC grant agreement, you will need to apply for renewal funding in the FY2022 funding round for continued funding for your projects.
- The May 23rd meeting will cover *renewal project applicants* only. A separate meeting will be held on a different date for agencies that would like to apply for new or new expansion funding. See details below for meetings regarding new or new expansion funding.
- **Contacts:** Review the individuals in the “to” section of this message. If there are people at your organization be added/removed as a contact, let me know. This is the distribution list that will be used in the coming months to communicate information related to the CoC competition.
- All CoC competition related materials will be posted to HAND’s website in the coming days. You are encouraged to “bookmark” this site for easy reference: <https://www.handetroit.org/continuum-of-care-funding>

Upcoming deadlines:

The following dates are provided to help you plan accordingly. As always, this timeline may be subject to change pending the receipt of additional information from HUD:

- **May 23:** Meeting for renewal project applicants
- Early – mid June: Release of new project application materials (for applying for new or new expansion funding)
- June 16, 9 – 11AM: Webinar for agencies interested in applying for new project funding. Webinar link will be forthcoming
- **June 22: Renewal Project application materials due to HAND**
- June – July: Review of renewal projects
- August (tentative): Appeals process
- August (tentative): eSNAPS entry
- September (tentative): Final project ranking list determined and projects submitted to HUD

Document Prep List

To assist agencies with gathering documents that are due on June 22, the attached PDF provides a list of attachments that will be required with the project applications. This list is provided in order to assist agencies with gathering these documents now, so that you have them at hand when the application materials need to be submitted on June 22.

Please let me know if you have any questions. Thank you!

Amanda Sternberg, LMSW

Performance Management Analyst
Homeless Action Network of Detroit
3701 Miracles Blvd, Suite 101
Detroit, MI 48201
Office: 313-964-3666 x104

Direct: 313-380-1714 *NOTE NEW DIRECT NUMBER

amanda@handetroit.org

Attachment 1E-2: Local Competition Scoring Tool

CoC: MI-501

This document contains the scoring criteria used to review and score renewal projects. This information is found on pages 9 to 22 of this document.



**Detroit Continuum of Care
FY2022 HUD Continuum of Care Funding Competition Renewal
Application and Evaluation Policies and Procedures
and Application Form**

Renewal Project Application Due Date: **June 22, 2022**

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I. Background and Due Dates

As the Collaborative Applicant for the Detroit Continuum of Care (CoC), the Homeless Action Network of Detroit (HAND) manages the decision-making and application process for the FY2022 HUD Continuum of Care Homeless Assistance Funding application. HUD requires Continuums of Care (CoC) develop a process to determine whether projects eligible for renewal are (1) performing satisfactorily and (2) effectively addressing the needs for which they were designed.

This packet contains information about the process to be used for the FY2022 funding competition for renewal projects. Currently funded Continuum of Care (CoC) projects not being reallocated and expiring in calendar year 2023 must request renewal funding in the FY2022 funding process.

The information presented here has been developed before the release of HUD's Notice of Funding Opportunity (NOFO). Therefore, the information presented here is subject to change depending upon the content of the NOFO. All information and materials may also be found on HAND's website at www.handetroit.org/continuum-of-care-funding.

A webinar will be held on **May 23, 2022** from **2:00 – 4:00 PM** for current Detroit CoC grantees. Registration for the webinar is [here](#). All current CoC grantees are strongly encouraged to participate on this webinar. The webinar will be recorded and posted to HAND's website for later viewing.

Renewal project application materials are due to HAND by June 22, 2022.

II. FY2021 Continuum of Care Competition Awards

The list of projects awarded in the FY2021 CoC competition may be accessed here: www.handetroit.org/continuum-of-care-application-archives.

III. FY2022 CoC Renewal Project Application Timeline

The timeline below is subject to change upon the release of the FY2022 NOFO or other developments. Significant changes to the timeline will be communicated via email and posted to HAND's website at www.handetroit.org/continuum-of-care-funding.

| MAY | |
|---------------|---|
| May 2 | May CoC Board meeting <ul style="list-style-type: none">• Board approval of renewal project evaluation criteria• Board approval of new project review committee recommendations |
| May 18 | Policies for public comment: <ul style="list-style-type: none">• Project Priority Ranking Policies and Project Reallocation Policies• Updated Appeals Policy |
| May 18 | Release of Renewal Project applications |
| May 23 | Webinar for renewal project applicants at 2 – 4 PM <ul style="list-style-type: none">• Registration link is here• Attendance strongly encouraged, will be recorded |
| JUNE | |
| June 1 | When to Expect When Applying for CoC/YHDP Funding Webinar from 1:00 – 3:00 PM Target audience: Agencies not currently receiving CoC/YHDP funding, but interested in applying <ul style="list-style-type: none">• Registration link is here |

| | |
|--------------------------|---|
| | <ul style="list-style-type: none"> Meeting will be recorded |
| June 6 | Comments due on: <ul style="list-style-type: none"> Project Priority Ranking Policies Project Reallocation Policies Updated Appeals Policy |
| Early June | Release RFP for New Projects |
| June 16 | Webinar for new project applicants from 9:00 – 11:00 AM <ul style="list-style-type: none"> Registration link is here Attendance strongly encouraged, will be recorded |
| June 22 | Renewal application materials due |
| JULY | |
| July (est) | FY2022 NOFO Released |
| July 11 | CoC Board meeting <ul style="list-style-type: none"> Board approval of FY2022 Project Priority Ranking & Reallocation Policies Board approval of updated appeals policy |
| Late July | Renewal Project Scores out |
| July 27 | New Project Applications Due |
| AUGUST | |
| Throughout August | eSNAPS project entry |
| Early August | Appeals due |
| Mid-August | Decisions on appeals |
| SEPTEMBER | |
| Throughout month | eSNAPS project entry |
| September 12 | CoC Board Meeting: <ul style="list-style-type: none"> Vote on new project recommendations |
| Mid-September | Final project priority ranking list decided |
| Late September | CoC application and all projects submitted to HUD |

IV. Renewal Project Eligibility

In order to be submitted to HUD for renewal, projects seeking renewal funding must meet the following basic eligibility criteria:

- 1) Submit completed renewal application and additional required documents to HAND as outlined in this document.
- 2) Meet the threshold score of at least 70% on their renewal project application or have been approved by the Appeals Committee to be submitted for renewal if under threshold score.
- 3) Meet the HUD application deadlines (ie, entry into eSNAPS) set by HAND.
- 4) Projects required by HAND to participate in technical assistance processes in previous competition years must be in compliance with requirements in the projects' technical assistance plan.
- 5) Meet all HUD eligibility criteria, as outlined in the FY2022 CoC Program NOFO (to be released), the July 2012 CoC Program Interim HEARTH Regulations, and other official documents published by HUD.

Renewal funding is not guaranteed. It is currently unknown if funds available in the FY2022 competition will be sufficient to fund all renewal projects. CoC projects not being reallocated and having current grant terms expiring in calendar year 2023 are eligible to submit their application to the Collaborative Applicant for renewal funding.

V. Audits and Funder Monitoring Reports

All projects seeking renewal funding will be required to submit the following:

- Organization’s most recent financial audit, including the most recent A-133 audit, if applicable.
- HUD monitoring reports, or communication regarding monitoring findings from prior monitoring, from March 2021 to March 2022.
- Monitoring reports and additional applicable documentation from the City of Detroit for ESG/CDBG homeless program monitoring conducted from March 2021 to March 2022.

These audits and monitoring reports will be reviewed. Any outstanding items will result in a deduction of points from the overall project score. See **Section VIII** for scoring details.

If the CoC is made aware of outstanding audit findings other than what is given in the submitted documents (such as findings from another funder, the Office of Inspector General, etc) the CoC may take the results of that report into consideration as well. The CoC reserves the right to not fund renewal or new projects in the event of significant concerns regarding an organization’s financial capacity.

VI. Renewal Project Threshold Scoring & Project Ranking

Based on the scoring criteria below, projects not scoring at least 70% of the points available will not be submitted for funding unless an appeal is granted. Projects granted an appeal will be submitted for funding and ranked according to the project priority ranking policies.

The CoC is required to prioritize and rank all projects seeking funding in the FY2022 CoC funding competition. The CoC Board is currently scheduled to vote to approve the FY2022 CoC Project Priority Ranking and Reallocation policies at its July 11, 2022 board meeting. Once finalized, the policies will be posted to: www.handetroit.org/continuum-of-care-funding.

VII. Summary of Changes to Renewal Project Scoring Criteria

Below is a summary of the significant changes to project scoring criteria from the FY2021 to the FY2022 competitions.

| | Project type changes apply to | | | | | | |
|--|-------------------------------|-----|--------|----|------|----------------------|-----------------------|
| | PSH | RRH | TH-RRH | TH | HMIS | CE-SSO (CHS only) | CE-SSO (SWCS only) |
| Component #2: Housing Performance and Quality | | | | | | | |
| (A) Housing Retention or Exit to Perm Housing (Modified) | ✓ | | | | | | |
| (C) Length of Time from Referral to Housing Move-In Date (New) | ✓ | ✓ | | | | | |
| (D) Returns to homelessness (New) | ✓ | ✓ | ✓ | ✓ | | | |
| Component #4: HMIS Participation | | | | | | | |
| (A) Agency Admin Mtg Attend (Modified) | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ |

| | Project type changes apply to | | | | | | |
|--|-------------------------------|-----|--------|----|------|----------------------|-----------------------|
| | PSH | RRH | TH-RRH | TH | HMIS | CE-SSO (CHS only) | CE-SSO (SWCS only) |
| (B) Data Quality and Completeness (New) | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ |
| (C) Accurate Reporting of Annual Assessment (New) | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ |
| (D) Known Exit Destinations (Modified) | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ |
| Component #5: Inclusion of Persons with Lived Experience | | | | | | | |
| (A) Consumer participation (Modified) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| (B) Meaningful Participation of PWLE (New) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Component #6: CoC Participation | | | | | | | |
| (A) 2022 Unsheltered PIT Participation (New) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Component #7: CAM Participation | | | | | | | |
| (B) Referral Outcome Reporting (all other projects) (New) | ✓ | ✓ | ✓ | ✓ | | | |
| (C) New Client Entries (Modified) | ✓ | ✓ | ✓ | ✓ | | | |
| (D) Housing Move-in Date Completion (Modified) | ✓ | ✓ | ✓ | | | | |
| Component #8: CAM Lead Agency and Implementing Partner Only | | | | | | | |
| (B) CE Data Standards Compliance (New) | | | | | | ✓ | ✓ |
| (I) Timeliness of TH Vacancy Requests Filled (New) | | | | | | | ✓ |
| (L) Accuracy of HCV apps entered MSHDA portal (New) | | | | | | | ✓ |

VIII. Renewal Project Scoring

Except where otherwise indicated, renewal projects will be scored based upon the following components. The total number of points a project may earn will vary on the project type as given below. Details on these scoring components are given in the following pages. New/modified elements from FY2021 are in **red**.

| | PSH | RRH | TH-RRH | TH | HMIS | CE-SSO (CHS only) | CE-SSO (SWCS only) |
|---|---------------------|---------------------|---------------------|---------------------|------------|----------------------|-----------------------|
| Component #1: Income & Employment | | | | | | | |
| (A) Leavers w/cash income | 5 | 7 | 7 | 7 | N/A | N/A | N/A |
| (B) Leavers w/non-cash benefits | 5 | 5 | 5 | 5 | N/A | N/A | N/A |
| (C) Leavers w/earned income | 3 | 5 | 5 | 5 | N/A | N/A | N/A |
| (D) Leavers w/increase in total income | 2 | 3 | 3 | 3 | N/A | N/A | N/A |
| (E) Stayers with health insurance | 2 | N/A | N/A | N/A | N/A | N/A | N/A |
| Component #1 Sub-Total | 17 (14%) | 20 (16%) | 20 (16%) | 20 (18%) | N/A | N/A | N/A |
| Component #2: Housing Performance and Quality | | | | | | | |
| (A) Housing Retention or Exit to Perm Housing | 30 | 35 | 35 | 35 | N/A | N/A | N/A |
| (B) Utilization Rates | 10 | 10 | 10 | 10 | N/A | N/A | N/A |
| (C) Length of Time from Referral to Housing Move-In Date | 10 | 10 | N/A | N/A | N/A | N/A | N/A |
| (D) Returns to homelessness | 3 | 3 | 3 | 3 | N/A | N/A | N/A |

| | PSH | RRH | TH-RRH | TH | HMIS | CE-SSO (CHS only) | CE-SSO (SWCS only) |
|--|--|---------------------------|---------------------------|---------------------------|-------------------------|---------------------------|---------------------------|
| (E) Service Staff and Program Availability | 3 | N/A | N/A | N/A | N/A | N/A | N/A |
| (F) Facilitation and Tracking of Referrals | 2 | N/A | N/A | N/A | N/A | N/A | N/A |
| Component #2 Sub-Total | 58 (47%) | 58 (46%) | 48 (46%) | 48 (43%) | N/A | N/A | N/A |
| Component #3: Financial Performance | | | | | | | |
| (A) Grant Amount Expended | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| (B) Negative Points for Outstanding Findings | Possible negative points for outstanding findings | | | | | | |
| Component #3 Sub-Total | 8 (7%) | 8 (6%) | 8 (6%) | 8 (7%) | 8 (9%) | 8 (11%) | 8 (7%) |
| Component #4: HMIS Participation | | | | | | | |
| (A) Agency Admin Mtg Attend | 3 | 3 | 3 | 3 | N/A | 3 | 3 |
| (B) Data Quality and Completeness | 5 | 5 | 5 | 5 | N/A | 5 | 5 |
| (C) Accurate Reporting of Annual Assessment | 1 | 1 | 1 | 1 | N/A | 1 | 1 |
| (D) Known Exit Destinations | 6 | 6 | 6 | 6 | N/A | 6 | 6 |
| (E) 2022 HIC Submission | 5 | 5 | 5 | 5 | N/A | 5 | 5 |
| Component #4 Sub-Total | 20 (16%) | 20 (16%) | 20 (16%) | 20 (18%) | N/A | 20 (27%) | 20 (19%) |
| Component #5: Inclusion of Persons with Lived Experience | | | | | | | |
| (A) Consumer participation | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| (B) Meaningful Participation of PWLE | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| (C) Negative Points for Substantiated Grievances | Range of negative points possible for substantiated grievances | | | | | | |
| Component #5 Sub-Total | 8 (7%) | 8 (6%) | 8 (6%) | 8 (7%) | 8 (9%) | 8 (11%) | 8 (7%) |
| Component #6: CoC Participation | | | | | | | |
| (A) 2022 Unsheltered PIT Participation | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Component #6 Sub-Total | 2 (2%) | 2 (2%) | 2 (2%) | 2 (2%) | 2 (2%) | 2 (3%) | 2 (2%) |
| Component #7: CAM Participation | | | | | | | |
| (A) Referral Outcome Reporting (CoC Project) | 2 | 2 | 2 | 2 | N/A | N/A | N/A |
| (B) Referral Outcome Reporting (all other projects) | 2 | 2 | 2 | 2 | N/A | N/A | N/A |
| (C) New Client Entries | 2 | 2 | 2 | 2 | N/A | N/A | N/A |
| (D) Housing Move-in Date Completion | 4 | 4 | 4 | N/A | N/A | N/A | N/A |
| (E) HMIS Lead Agency staff generating reports from HMIS to support CAM process | N/A | N/A | N/A | N/A | 2 | N/A | N/A |
| (F) HMIS Lead Agency staff providing CAM-specific HMIS training | N/A | N/A | N/A | N/A | 2 | N/A | N/A |
| (G) HMIS Lead Agency staff providing customized HMIS reports to support CAM | N/A | N/A | N/A | N/A | 2 | N/A | N/A |
| Component #7 Sub-Total | 10 (8%) | 10 (8%) | 10 (8%) | 6 (5%) | 6 (6%) | N/A | N/A |
| Component #8: CAM Lead Agency and Implementing Partner Only | | | | | | | |
| (A) Client Satisfaction with Access Points | N/A | N/A | N/A | N/A | N/A | N/A | 4 |
| (B) CE Data Standards Compliance | N/A | N/A | N/A | N/A | N/A | 8 | 8 |

| | PSH | RRH | TH-RRH | TH | HMIS | CE-SSO (CHS only) | CE-SSO (SWCS only) |
|--|------------|------------|------------|------------|---------------------|----------------------|-----------------------|
| (C) PSH Packet Submissions for Completed Navigation Appointments | N/A | N/A | N/A | N/A | N/A | 8 | N/A |
| (D) Accurate Submission of PSH Packets | N/A | N/A | N/A | N/A | N/A | 8 | 8 |
| (E) Accuracy of HCV Apps Submitted by CAM Nav. | N/A | N/A | N/A | N/A | N/A | 8 | 8 |
| (F) Client Satisfaction with Navigation | N/A | N/A | N/A | N/A | N/A | 4 | 4 |
| (G) Timeliness of RRH Vacancy Requests Filled | N/A | N/A | N/A | N/A | N/A | N/A | 6 |
| (H) Timeliness of PSH Vacancy Requests Filled | N/A | N/A | N/A | N/A | N/A | N/A | 6 |
| (I) Timeliness of TH Vacancy Requests Filled | N/A | N/A | N/A | N/A | N/A | N/A | 6 |
| (J) PSH Prioritization List | N/A | N/A | N/A | N/A | N/A | N/A | 10 |
| (K) Quarterly Data Reports to Board | N/A | N/A | N/A | N/A | N/A | N/A | 2 |
| (L) Accuracy of HCV apps entered MSHDA portal | N/A | N/A | N/A | N/A | N/A | N/A | 8 |
| Component #8 Sub-Total | N/A | N/A | N/A | N/A | N/A | 36 (49%) | 70 (65%) |
| Component #9: HMIS Lead Only | | | | | | | |
| Proportional Points from CoC Application | N/A | N/A | N/A | N/A | 70 | N/A | N/A |
| Component #9 Sub-Total | N/A | N/A | N/A | N/A | 70 (74%) | N/A | N/A |
| GRAND TOTAL OF TOTAL POINTS POSSIBLE | 123 | 126 | 126 | 112 | 94 | 74 | 108 |
| Informational Only Questions: | | | | | | | |
| • Eviction/Terminations in 2021 (Question 7) | | | | | | | |
| • Client to Case Manager Ratio (Question 8) | | | | | | | |
| • Provision of In-Person Case Management (Question 9) | | | | | | | |
| • Agency Consumer Grievance Process and Documentation (Question 10) | | | | | | | |
| • Improving Safety of Persons Fleeing DV (DV projects only; Question 13) | | | | | | | |
| • PSH Match Returns Narrative (Question 14) | | | | | | | |

Weighting of Evaluation Components

Percentages in parenthesis in the chart above indicate the proportion the component is worth for the given project type. Not all evaluation components are weighted equally for each project type due variation in the total number of evaluation components applicable to a project type. Additionally, within project types there may be an individual project for which an evaluation component does not apply, resulting in those points being removed from the total number of points that project can earn, further changing how the components are weighted.

Deducting Points for Late, Incomplete, or Incorrect Submissions

Points will be deducted from the application score for late, incomplete, or incorrect submissions. Points will be deducted in this way:

- Late, incomplete, or incorrect items HAND can access on its own via other means (ex: publicly accessible audit report or A-133): 1-point deduction for each item
- Late, incomplete, or incorrect items HAND cannot access on its own via other means that must come from the applicant (ex: documentation of consumer participation or signature page): 3 point deduction for each item

If, after the points are deducted, the project score is less than 70%, the project will need to submit an appeal to be considered for placement on the project ranking list.

The number of items required for submission will vary from project to project. Projects should carefully review the submission checklist on page 29 for the required items to be submitted. Agencies are encouraged to contact HAND staff if they are unclear as to the applicability of items to be submitted.

Outstanding Assessment Invoices

Agencies with an outstanding balance on HUD assessments due to HAND by the time the application is due to HUD will not have their renewal project application(s) submitted to HUD for funding via eSNAPS.

COMPONENT #1: Mainstream Resources & Employment

Value = 17 to 20 points total, depending on project type

Reporting Period: 1/1/2021 – 12/31/2021; Data Source: CYAPR

| Applies To: PSH, RRH, TH-RRH, and TH | |
|--|---|
| | Scoring Range and Points Possible |
| <p>(A) <u>Leavers with Any Cash Income (5 to 7 points depending on project type)</u> Projects will be scored on the percentage of adult leavers who leave the project with one or more sources of cash income. The higher the percentage of people with one or more sources of cash income, the higher the score. "Cash income" includes both earned and non-earned income.</p> | <p><u>PSH</u></p> <ul style="list-style-type: none"> • 65% - 100%: 5 • 40% - 64%: 3 • Below 40%: 0 <p><u>RRH, TH-RRH, & TH</u></p> <ul style="list-style-type: none"> • 70% - 100%: 7 • 60% - 69%: 5 • 50% - 59%: 3 • Below 50%: 0 |
| <p>(B) <u>Leavers with Any Non-Cash Benefits (5 points)</u> Projects will be scored on the percentage of adult leavers who leave the project with one or more sources of non-cash benefits. The higher the percentage of adults leaving with one or more sources of non-cash benefits, the higher the score. Non-cash benefits includes food stamps, other TANF benefits, or health insurance (including Medicaid/Medicare).</p> | <p><u>PSH, RRH, TH-RRH, & TH</u></p> <ul style="list-style-type: none"> • 85% - 100%: 5 • 60% - 84%: 3 • Below 60%: 0 |
| <p>(C) <u>Leavers with Earned Income/Employment (3 to 5 points depending on project type)</u> Projects will be scored on the percentage of adult leavers who leave the project with earned income (ie, employment). The higher the percentage of adults leaving with earned income, the higher the score.</p> | <p><u>PSH</u></p> <ul style="list-style-type: none"> • 10% - 100%: 3 • 5% - 9%: 1 • Below 5%: 0 <p><u>RRH, TH-RRH & TH</u></p> <ul style="list-style-type: none"> • 20% - 100%: 5 • 15% - 19%: 3 • 10% - 14%: 1 • Below 10%: 0 |
| <p>(D) <u>Increases in Total Cash Income for leavers & stayers (2 to 3 points depending on project type)</u> Projects will be scored on the percentage of persons (leavers and stayers) who have an increase in any income (earned or other). Measure will be based on both those who exited the project and those who were still in the project as of 12/31/2021.</p> | <p><u>PSH</u></p> <ul style="list-style-type: none"> • 40% - 100%: 2 • 10% - 39%: 1 • Below 10%: 0 <p><u>RRH, TH-RRH, & TH</u></p> <ul style="list-style-type: none"> • 25% - 100%: 3 • 15% - 24%: 2 • 10% - 14%: 1 • Below 10%: 0 |

| Applies To: PSH, RRH, TH-RRH, and TH | |
|--|---|
| | Scoring Range and Points Possible |
| <p>(E) <u>PSH Only: Stayers with Health Insurance (2 points)</u> PSH projects will be scored on the percentage of project stayers as of 12/31/2021 who have health insurance. Measure will exclude persons who have not yet had an annual update.</p> | <p><u>PSH</u></p> <ul style="list-style-type: none"> • 60% - 100%: 2 • 25% - 59%: 1 • Below 25%: 0 |

COMPONENT #2: Housing Performance and Quality
Value = 48 to 58 points total, depending on project type
Reporting Period: 1/1/2021 – 12/31/2021;
Data Source: CYAPR, self-reported, and additional data from HMIS

| Applies to: PSH | |
|--|--|
| | Scoring Range and Points Possible |
| <p>(A) <u>Retention in Permanent Housing (30 points)</u> Measure: Percentage of participants who either remain in the PSH project as of 12/31/2021 or who have exited PSH project to another permanent housing destination.</p> <p>The following will be excluded from the calculations:</p> <ul style="list-style-type: none"> • Clients with exit destinations of death, foster care, hospital/residential non-psychiatric facility, and nursing home. • Also excluded will be clients entered into and exited from the project in 2021 but never had a housing move-in date. | <ul style="list-style-type: none"> • 95% – 100%: 30 • 90% - 94%: 25 • 80% - 89%: 10 • Below 80%: 0 |
| <p>(B) <u>Utilization Rates (10 points)</u> Measure: Overall average project occupancy rates on the following dates: 1/27/21, 4/28/21, 7/28/21, 10/27/21, 12/29/21</p> <p>Projects that began ramping up expansion units at any point in 2021 will be evaluated on utilization expectations as given in that project’s 2019 or 2020 ramp up plan.</p> | <ul style="list-style-type: none"> • 90% – 100%: 10 • 75% – 89%: 5 • Below 75%: 0 |
| <p>(C) <u>Length of Time from Referral to Housing Move-In (10 pts)</u> Projects will be scored based on the average length of time it took to move clients into housing in 2021. Measure will look at length of time from referral date to housing move-in date. Different standards will apply for different project types: PSH Project Based (non-SROs), PSH SROs, and PSH scattered-site.</p> <p>See Appendix B for information on how each PSH project will be categorized for this component.</p> | <p><u>PSH Project-Based, non-SRO</u> <i>(2021 average = 85 days)</i></p> <ul style="list-style-type: none"> • 84 days or less: 10 • 85 to 88 days: 5 • 89 to 100 days: 3 • >100 days: 0 <p><u>PSH SRO</u> <i>(2021 average = 11 days)</i></p> <ul style="list-style-type: none"> • 10 days or less: 10 • 11 to 14 days: 5 • 15 to 26 days: 3 • >26 days: 0 |

| Applies to: PSH | |
|--|---|
| | Scoring Range and Points Possible |
| | <p><u>PSH Scattered-Site</u> (2021 average = 79 days)</p> <ul style="list-style-type: none"> • 78 days or less: 10 • 79 to 82 days: 5 • 83 to 94 days: 3 • >94 days: 0 |
| <p>(D) <u>Returns to homelessness within 6 months of exit from project to permanent housing (3 pts)</u> Projects will be scored based on the percentage of clients who exited the project in 2021 to permanent housing and who returned to homelessness within 6 months of that exit. <i>Note: This measure will not include clients who exited in 2020 and returned in 2021, nor will it include clients who exited in 2021 and returned in 2022. It will only include clients who exited and returned in 2021.</i></p> | <ul style="list-style-type: none"> • 3% or fewer: 3 • 4% - 5%: 2 • 6% - 15%: 1 • >15%: 0 |
| <p>(E) <u>Service Staff and Program Availability</u> Projects will be scored based on the extent to which supportive service staff, including on-call crisis staff, are available outside of typical business hours.</p> | <ul style="list-style-type: none"> • Services are available on flexible schedules, out of regular business hours, with on call crisis services available 24 hrs a day, 7 days a week: 3 • Services are available 8AM – 5PM Monday -Friday, with some weekend availability (4 – 12 hours scheduled on weekends): 2 • Services are available 9AM – 5PM Monday -Friday: 1 |
| <p>(F) <u>Facilitation and Tracking of Referrals</u> Projects will be scored based on agency response to the following question in the application: “The primary supportive housing service provider facilitates and tracks referrals, and in some cases transportation, to community service providers for tenants including, at a minimum, behavioral healthcare, primary healthcare, substance abuse treatment and support, employment services, and benefits assistance.”</p> | <ul style="list-style-type: none"> • Yes: 2 • No/unknown; or this information is not currently tracked: 0 |

| Applies to: RRH, TH-RRH, and TH | |
|---|--|
| | Scoring Range and Points Possible |
| <p>(A) <u>Exits to Permanent Housing (35 points)</u> Measure: Percentage of participants who exit the program to a permanent housing destination.</p> | <ul style="list-style-type: none"> • 90% – 100%: 35 • 80% – 89%: 20 • 75% – 79%: 15 |

| Applies to: RRH, TH-RRH, and TH | |
|---|--|
| | Scoring Range and Points Possible |
| <p>The following will be excluded from the calculations:</p> <ul style="list-style-type: none"> • Clients with exit destinations of death, foster care, hospital/residential non-psychiatric facility, and nursing home. • For RRH projects only, also excluded will be clients entered into and exited from the project in 2021 but never had a housing move-in date. | <ul style="list-style-type: none"> • 70% – 74%: 10 • Below 70%: 0 |
| <p>(B) Utilization Rates (10 points) Measure: Overall average project occupancy rates on the following dates: 1/27/21, 4/28/21, 7/28/21, 10/27/21, 12/29/21</p> <p>Projects that began ramping up expansion units at any point in 2021 will be evaluated on utilization expectations as given in that project’s 2019 or 2020 ramp up plan.</p> | <ul style="list-style-type: none"> • 90% – 100%: 10 • 75% – 89%: 5 • Below 75%: 0 |
| <p>(C) Length of Time from Referral to Housing Move-In (10 pts) (RRH only) Projects will be scored based on the average length of time it took to move clients into housing in 2021. Measure will look at length of time from referral date to housing move-in date.</p> | <p>RRH (RRH 2021 average = 81 days)</p> <ul style="list-style-type: none"> • 80 days or less: 10 • 81 to 84 days: 5 • 85 to 96 days: 3 • >96 days: 0 |
| <p>(D) Returns to homelessness within 6 months of exit from project to permanent housing (3 pts) Projects will be scored based on the percentage of clients who exited the project in 2021 to permanent housing and who returned to homelessness within 6 months of that exit. <i>Note: This measure will not include clients who exited in 2020 and returned in 2021, nor will it include clients who exited in 2021 and returned in 2022. It will only include clients who exited and returned in 2021.</i></p> | <ul style="list-style-type: none"> • 3% or fewer: 3 • 4% - 5%: 2 • 6% - 15%: 1 • >15%: 0 |

COMPONENT #3: Financial Performance

Value = 8 points total

Reporting Period: Most recently completed project term; Data Source: Sage

| Applies to: All Projects | |
|---|--|
| | Scoring Range and Points Possible |
| <p>(A) <u>Grant Amount Expended (8 points)</u> Projects will be scored based on the extent to which the agency has expanded its most recently completed annual Continuum of Care grant. Scoring will be based on the following scales, which differ depending on the project type. HAND staff will pull this information directly from Sage. See Appendix A for the grant number and spending information reported in Sage that will be scored.</p> | <p><u>Projects without a rental assistance budget line:</u></p> <ul style="list-style-type: none"> • 90% - 100% expended: 8 • 85% - 89% expended: 4 • <85% expended: 0 <p><u>Projects with a rental assistance budget line:</u></p> <ul style="list-style-type: none"> • 85% - 100% expended: 8 • 75% - 84% expended: 4 • <75% expended: 0 |
| <p>(B) <u>Deduction for Outstanding Audit Findings (-10 points if applicable)</u> Points may be deducted from project score based on outstanding or unresolved findings in an agency audit or funder monitoring reports.</p> | <p>A total of up to 10 points may be deducted from a project’s score. These 10 points will be calculated as follows: Up to 2 points may be deducted from a project’s score <i>for each of the following that apply:</i></p> <ul style="list-style-type: none"> • <i>Agency Financial Audit</i> (other than A-133 Audit): Repeat and/or unresolved audit findings from prior audit year. • <i>A-133 Audit</i>: Repeat and/or unresolved audit findings from prior audit year associated with CoC grants. • <i>A-133 Audit</i>: Repeat and/or unresolved audit findings from prior audit year associated with federal grants other than CoC grants. • <i>HUD CoC Program Monitoring report</i>: No Corrective Action Plan submitted by HUD’s deadlines, or Correction Action Plan submitted did not meet HUD’s approval. • <i>City Homeless Program Monitoring Report</i>: No Corrective Action Plan submitted by City’s deadlines, or Correction Action Plan submitted did not meet City’s approval. |

COMPONENT #4: HMIS Participation**Value = 20 points total***Reporting Period: 1/1/2021 – 12/31/2021 unless otherwise indicated; Data Source: HMIS records*

| Applies to: PSH, RRH, TH-RRH, TH, and CE-SSO | |
|--|---|
| <i>Note: These elements are an agency score, in that if an agency has multiple projects, including projects of different types, the same score will be applied to all projects for that agency.</i> | |
| | Scoring Range and Points Possible |
| <p>(A) <u>HMIS Agency Admin Meeting Attendance (3 points)</u> Agency will be scored based on attendance at HMIS Agency Administrator in 2021. The two “e-blasts” sent on 10/5/21 and 11/19/21 in lieu of an on-line meeting will automatically count as two meetings each agency attended. Example, if an agency attended 2 of the on-line Agency Admin meetings, they would be counted as having attended 4 meetings (2 eblasts + 2 on-line meetings). On-line Agency Admin meeting dates in 2021 were:</p> <ul style="list-style-type: none"> • March 9, 2021 • April 20, 2021 • June 1, 2021 • July 13, 2021 • August 24, 2021 <p><i>Data source: HMIS Agency Admin Meeting Attendance Records</i></p> | <ul style="list-style-type: none"> • 4 or more mtgs (including eblasts) = 3 • 3 or fewer mtgs (including eblasts) = 0 |
| <p>(B) <u>Data Quality and Completeness (5 points)</u> Agency will be scored based on the % of error rate for the following:</p> <ul style="list-style-type: none"> • Name (1 point) • Date of Birth (1 point) • Relationship to Head of Household (1 point) • Income Source at Entry (1 point) • Income Source at Exit (1 point) <p>Score will be based on all projects an agency reports in HMIS (excluding Warming Centers and Street Outreach). See Appendix C for the specific projects to be included for each organization. HMIS Lead Agency staff will generate these reports for scoring.</p> <p><i>Data source: CYAPR, questions 6a, 6b, 6c</i></p> | <p>Agencies may earn 1 point for each of the 5 data elements given where the error rate is 5% or less. Up to 5 points total may be earned (1 point for each data element)</p> |
| <p>(C) <u>Accurate Recording of Annual Assessment</u> Agency will be scored based on the percentage of people served for which the annual assessment has been accurately recorded. The number of people without the required annual assessment (APR question 18) will be compared to the number of people served by the project.</p> <p>Score will be based on all projects an agency reports in HMIS (excluding Warming Centers and Street Outreach). See Appendix C for the specific projects to be included for each organization. HMIS Lead Agency staff will generate these reports for scoring.</p> <p><i>Data source: CYAPR, question 18, Number of adult stayers without required annual assessment”</i></p> | <p>Percentage of persons served without required annual assessment:</p> <ul style="list-style-type: none"> • 5% of less: 1 • 6% or more: 0 |

| Applies to: PSH, RRH, TH-RRH, TH, and CE-SSO | |
|--|--|
| <i>Note: These elements are an agency score, in that if an agency has multiple projects, including projects of different types, the same score will be applied to all projects for that agency.</i> | |
| | Scoring Range and Points Possible |
| <p>(D) <u>Known Exit Destinations (6 points)</u> Projects will be scored based on the extent to which they have at least 75% of clients exited exit to known destinations for <i>all</i> projects an organization has in HMIS.</p> <p>See Appendix C for the specific projects to be included for each organization. HMIS Lead Agency staff will generate these reports for scoring.</p> | <ul style="list-style-type: none"> • 75% - 100%: 6 • 60% - 74%: 3 • <60%: 0 |
| <p>(E) <u>Housing Inventory Chart Submission (5 points)</u> Projects will be scored based the extent to which the agency submitted <i>all</i> its required 2022 Housing Inventory Charts (HICs) by February 11, 2022.</p> <p><i>Data source: Record of HIC submission via the on-line submission form.</i></p> | <ul style="list-style-type: none"> • All HICs submitted by due date: 5 • All HICs not submitted by due date: 0 |

NOTE: Organizations scoring low on the HMIS component (10 or less points out of the possible 20 points) will be targeted for follow-up technical assistance to help remedy the deficiencies. These organizations must commit to working with HMIS staff to resolve the deficiencies identified.

COMPONENT #5: Inclusion of Persons with Lived Experience
Value = 8 points total
Data source: Self-report in project application & accompanying attachments as required

| Applies to: All Project Types | |
|---|---|
| | Scoring Range and Points Possible |
| <p>(A) <u>Consumer Participation in Agency Board or Equivalent (2 points)</u> Points will be awarded based on the extent to which the recipient and subrecipient (if applicable) demonstrates the participation of a homeless or formerly homeless individual on the agency’s board of directors or equivalent policymaking entity.</p> <p>This is an agency score. If an agency has multiple projects, including projects of different types, the same score will be applied to all projects for that agency. This requirement also applies to both recipients and subrecipients.</p> <p>Recipients and sub-recipients will be required to either demonstrate compliance with this regulation, including documentation of the individuals’ participation. If the project has a recipient and sub-recipients(s) points will be awarded based on the extent to which all entities associated with the grant are compliant with this regulation.</p> <p>For the purposes of the CoC’s local application process, documentation of participation of a homeless or formerly homeless person on a policy-making entity may include:</p> | <ul style="list-style-type: none"> • Over the course of CY2021, organization had consumer participation and provided documentation of same: 2 • Over the course of CY2021, the organization had no consumer participation: 0 <p>NOTE: Agencies responding in 2021 with “no consumer participation, but has a plan in place” will be expected, in the 2022 competition, to demonstrate progress on this plan to secure consumer participation. If the agency is not able to demonstrate consumer participation in the 2022 application, they will earn 0 points in the 2022 application.</p> |

| Applies to: All Project Types | |
|--|--|
| | Scoring Range and Points Possible |
| <ul style="list-style-type: none"> • Board roster identifying the person who is homeless or formerly homeless. • Meeting notes of other policy-making entities, with an identification that this entity has body has policy-making abilities for the CoC program and includes persons who are homeless or formerly homeless. • Note: If the agency has a policy to not disclose the homeless/formerly homeless status of an individual serving in a decision-making capacity in order to protect that individual’s privacy, the agency may submit a letter on agency letterhead explaining this. | |
| <p><u>(B) Meaningful Participation of Persons with Lived Experience (6 pts)</u> Points will be awarded based on the agency’s response to the following narrative question:</p> <p>Describe how your agency ensures the meaningful participation of persons with lived experience (PWLE) within your homelessness programming. In your response, describe:</p> <ul style="list-style-type: none"> • How persons served by all your homeless/housing projects (not just the project receiving CoC funding) are invited to provide feedback and input into the programming. • How your agency responds to this feedback and input. • How PWLE are incorporated into the decision-making structures within your organization. • The extent to which your agency intentionally hires PWLE within your homelessness programming. • Describe at least one change your agency has made to your homeless programming over the past two years in response to the input received from PWLE. This change could have been made within the project that receives CoC funding or another homeless project within your agency. <p>This is a score to be earned by the agency; those points will be applied to all of that agency’s renewing projects.</p> | <p>The narrative response provided will be evaluated and scored by a review panel. The scoring scale to be used by the review panel is:</p> <ul style="list-style-type: none"> • 5 – 6 points: Responses clearly demonstrate the agency purposefully and intentionally incorporates PWLE throughout the agency, including within decision-making structures. • 3 – 4 points: Some, but not strong, evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 1 – 2 points: Very little evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 0 points: No clear evidence that agency incorporates PWLE |
| <p><u>(C) Substantiated Grievances</u> Points may be deducted from project score based on substantiated grievances filed against that project in 2021. Additionally, if the agency has a substantiated grievance filed against it in 2021 for a non-CoC funded program, and that grievance included the agency retaliating against the client or non-compliance with the grievance committee’s requirements, points will be deducted from all that agency’s renewal projects. This component will look at grievances that were filed in 2021 and substantiated in either 2021 or the first quarter of 2022.</p> | <p>See Appendix D for details on how substantiated grievances will be scored in FY2022.</p> |

Component #6: Continuum of Care Participation

Value = 2 Points total

Data source: Records of participation

| Applies to: All project types | |
|--|--|
| | Scoring Range and Points Possible |
| (A) <u>Participation in Unsheltered 2022 Point-in-Time Count (2 points)</u> Points will be awarded based on an agency's participation in the January 2022 Unsheltered Point in Time Count. "Participation" means either volunteering for the street count or next-day interviews. | <ul style="list-style-type: none">• Agency participation: 2• No agency participation: 0 |

COMPONENT #7: Participation in Coordinated Assessment Model (CAM)

Value = 6 to 10 points possible, depending on project type

Data source: Records of participation, including HMIS

| Applies to: PSH, RRH, TH-RRH, and TH (except where indicated) | |
|--|--|
| | Scoring Range and Points Possible |
| (A) <u>Referral Outcome Reporting (2 points)</u> Projects will be scored based on the extent to which outcomes to referrals reviewing from CAM are recorded in HMIS for the CoC project under review. Exceptions will be made when needed for project transfers. "Referral outcome" means the receiving agency has indicated in HMIS if the referral from CAM is accepted, declined, or canceled. HMIS Lead Agency staff will generate these reports for scoring. | Percentage of referrals received in 2021 with outcome recorded in HMIS: <ul style="list-style-type: none">• 75% - 100%: 2• <75%: 0 |
| (B) <u>Referral Outcome Reporting: Non-CoC Funded Projects (2 points)</u> Agencies will be scored based on the extent to which outcomes to referrals to the non-CoC funded projects received from CAM in 2021 are recorded in HMIS. This is a score to be earned by the agency; those points will be applied to all of that agency's renewing projects. "Referral outcome" means the receiving agency has indicated in HMIS if the referral from CAM is accepted, declined, or canceled. Exceptions will be made when needed for project transfers. See Appendix C for the specific projects to be included for each organization. HMIS Lead Agency staff will generate these reports for scoring. | % of 2021 referrals with outcome recorded in HMIS: <ul style="list-style-type: none">• 75% - 100%: 2• <75%: 0 |
| (C) <u>New Client Entries (2 points)</u> Projects will be scored based on the extent to which new project entries in 2021 to CoC project under review were from CAM. Exceptions will be made when needed for project transfers. | Percentage of new client entries in 2021 that were referrals via CAM: <ul style="list-style-type: none">• 100%: 2• <100%: 0 |

| Applies to: PSH, RRH, TH-RRH, and TH (except where indicated) | |
|---|---|
| | Scoring Range and Points Possible |
| If it is not clear from HMIS that a client originated from CAM, HAND staff will seek clarification from CAM's internal database (Salesforce) to reconcile data as needed. HMIS Lead Agency staff will generate these reports for scoring. | |
| (D) <u>Housing Move in Date Completion (4 points) (PSH & RRH only)</u> Projects will be scored based on the extent to which Housing Move in Dates (HMID) are completed for the CoC project under review. Exceptions will be made for new clients still in the housing search process and for some clients with an entry/exit but no HMID. See self-scoring tools for details. HMIS Lead Agency staff will generate these reports for scoring. | Percentage of clients with a HMID completed: <ul style="list-style-type: none"> • 90- 100%: 4 • 80% - 89%: 2 • 70% - 79%: 1 • <70%: 0 |

| Applies to: HMIS | |
|--|--|
| (E) <u>Report Generation (2 points)</u> Projects will be scored based on HMIS Lead Agency staff generating reports from HMIS to support CAM process, including reports to support the implementation of new Coordinated Entry Data Standards. | |
| (F) <u>Provision of CAM-specific HMIS training (2 points)</u> Projects will be scored based on HMIS Lead Agency staff providing CAM-specific HMIS training, including training related to the implementation of new Coordinated Entry Data Standards. | |
| (G) <u>CAM Customized HMIS Reports (2 points)</u> Projects will be scored based on HMIS Lead Agency staff providing customized HMIS reports to support CAM, including reports to support the implementation of new Coordinated Entry Data Standards. | |

COMPONENT #8: CAM Lead Agency & Implementing Partners Only
Value = 36 points (for CHS); 70 points (for SW)
Data source: Self report in application; HMIS; information from CoC Board packets, MSHDA audits

In the FY2022 CoC competition, the majority of scoring criteria used for the CE-SSO projects will be the same scoring elements that were reviewed for the CAM Lead Agency evaluation conducted in early 2019. These metrics were developed between the CAM lead agency and the CAM Governance Committee and approved by the CoC board of directors.

The metrics apply differently to the two agencies (Southwest Counseling Solutions and CHS) based upon each agency's role. The table below identified the scored metrics, and which apply to which agency.

| | Scoring Range and Points Possible | Scored Element Applies to: | |
|--|---|-----------------------------------|----|
| | | CHS | SW |
| (A) <u>Clients reporting satisfaction with Access Point Process (4 points)</u> | <ul style="list-style-type: none"> • Overall average rating of 4 or above: 4 • Overall average rating of 3: 2 | N/A | ✓ |

| | Scoring Range and Points Possible | Scored Element Applies to: | |
|---|--|----------------------------|-----|
| | | CHS | SW |
| <p>Points will be earned based on the overall average satisfaction reported by clients using the Access Points. Benchmark is that clients report an overall satisfaction rating of “4” on the scale of 1 to 5.</p> <p><i>Data source: Client satisfaction surveys administered at access sites. Data will be self-reported in the application.</i></p> | <ul style="list-style-type: none"> Overall average rating of <3: 0 | | |
| <p><u>(B) Compliance with CE data standards (8 points)</u> Both CHS and SW can earn a score based on the percentage of error rate for the following, as given in the CoC APR for HMIS bin #9703:</p> <ul style="list-style-type: none"> Name Date of Birth Race Ethnicity Gender Relationship to Head of Household Client Location Disabling Condition <p>To ensure this report accurately pulls the data, HMIS Lead Agency staff will generate this report for scoring purposes. The report to be used is the CoC CYAPR for bin #9703, questions 6a, 6b will be reviewed</p> | <p>CHS and SW may each earn 1 point for each of the 8 data elements given where the error rate is 5% or less. A total of up to 8 points total may be earned (1 point for each of the 8 data elements).</p> | ✓ | ✓ |
| <p><u>(C) PSH Packet Submissions for Completed Navigation Appointments (8 points)</u> Points will be earned based on the percentage of clients who scored for PSH and who completed their navigation appointment (denominator) and had a PSH packet submitted (numerator). Benchmark is that at least 70% of the clients have a PSH packet submitted.</p> <p><i>Data source: CAM Lead internal records. Data will be self-reported in the application, although some supporting documentation may also be required.</i></p> | <p>Percentage of clients with completed navigation appointment that had PSH packet submitted:</p> <ul style="list-style-type: none"> 70% - 100%: 8 60% - 69%: 6 50% - 59%: 4 < 50%: 0 pts | ✓ | N/A |
| <p><u>(D) Accurate Submission of PSH Packets (8 points)</u> Points will be earned based on the percentage of PSH packets submitted by CAM navigators that are correct on the first attempt, based on the documentation required at the time of packet submission for a person to be placed on the PSH Prioritization list. Benchmark is that at least 91% are correct upon first submission.</p> | <ul style="list-style-type: none"> 91% - 100%: 8 80% - 90%: 6 69% - 79%: 4 <69%: 0 | ✓ | ✓ |

| | Scoring Range and Points Possible | Scored Element Applies to: | |
|--|---|----------------------------|----|
| | | CHS | SW |
| <i>Data source: CAM Lead internal records. Data will be self-reported in the application, although some supporting documentation may also be required.</i> | | | |
| <p><u>(E) Accuracy of Submission of HCV Applications by CAM Navigators (8 points)</u> Points may be earned based on the accuracy of HCV applications submitted by CAM Navigators. Benchmark is that at least 91% of applications are correct on the first submission.</p> <p><i>Data source: CAM Lead internal records. Data will be self-reported in the application, although some supporting documentation may also be required.</i></p> | <ul style="list-style-type: none"> • 91% - 100%: 8 • 80% - 90%: 6 • 69% - 79%: 4 • <69%: 0 pts | ✓ | ✓ |
| <p><u>(F) Client Satisfaction with Navigation (4 points)</u> Points will be earned based on the overall average satisfaction reported by clients using the Access Points. Benchmark is that clients report an overall satisfaction rating of “4” on the scale of 1 to 5.</p> <p><i>Data source: Client satisfaction surveys administered by navigators. Data will be self-reported in the application.</i></p> | <ul style="list-style-type: none"> • Overall average rating of 4 or above: 4 • Overall average rating of 3: 2 • Overall average rating of <3: 0 | ✓ | ✓ |
| <p><u>(G) Timeliness of RRH Vacancy Requests Filled (6 points)</u> Points will be earned based on the percentage of RRH vacancy requests that are filled within 2 business days of request being made. Benchmark is that at least 95% of requests are filled within 2 business days.</p> <p><i>Data source: CAM Lead internal records. Data will be self-reported in the application, although some supporting documentation may also be required.</i></p> | <p>Percentage of RRH vacancy requests filled withing 2 business days:</p> <ul style="list-style-type: none"> • 95% - 100%: 6 • 85% - 94%: 4 • 75% - 84%: 2 • <75%: 0 | N/A | ✓ |
| <p><u>(H) Timeliness of PSH Vacancy Requests Filled (6 points)</u> Points will be earned based on the percentage of PSH vacancy requests that are filled within 2 business days of request being made. Benchmark is that at least 80% of requests are filled within 2 business days.</p> <p><i>Data source: CAM Lead internal records. Data will be self-reported in the application, although some supporting documentation may also be required.</i></p> | <p>Percentage of PSH vacancy requests filled withing 2 business days:</p> <ul style="list-style-type: none"> • 80% - 100%: 6 • 70% - 79%: 4 • 60% - 69: 2 • <60%: 0 | N/A | ✓ |

| | Scoring Range and Points Possible | Scored Element Applies to: | |
|--|---|----------------------------|----|
| | | CHS | SW |
| <p>(I) <u>Timeliness of TH Vacancy Requests Filled (6 points)</u> Points will be earned based on the percentage of TH vacancy requests that are filled within 2 business days of request being made. Benchmark is that at least 80% of requests are filled within 2 business days.</p> <p><i>Data source: CAM Lead internal records. Data will be self-reported in the application, although some supporting documentation may also be required.</i></p> | <p>Percentage of TH vacancy requests filled within 2 business days:</p> <ul style="list-style-type: none"> • 80% - 100%: 6 • 70% - 79%: 4 • 60% - 69%: 2 • <60%: 0 | N/A | ✓ |
| <p>(J) <u>PSH Prioritization List (10 points)</u> Points may be earned based on the CAM Lead Agency's demonstration and documentation that referrals off the PSH Prioritization List to PSH vacancies are made in accordance with the prioritization order given in the CAM Policies and Procedures. CAM Lead Agency will be provided with a sampling of clients referred to PSH over the course of 2021, and will need to demonstrate that those referrals made at that time were in accordance with the prioritization policies or in accordance with program-specific preferences used in the prioritization process.</p> <p><i>Data source: CAM Lead Agency internal records and/or the PSH Prioritization List. CAM Lead will be required to submit documentation that orders of priority are followed when referring off the Prioritization List to PSH vacancies.</i></p> | <p>Of sampling of referrals, percentage referred in accordance with prioritization policies:</p> <ul style="list-style-type: none"> • 95% - 100%: 10 • 75% - 94%: 5 • <75%: 0 | N/A | ✓ |
| <p>(K) <u>Submission of Quarterly or Annual Data Reports to CoC Board (2 points)</u> Points may be earned based on the CAM Lead Agency's providing quarterly CAM data reports to the CoC Board.</p> <p><i>Data source: 2021 CoC Board packets will be reviewed for quarterly data report inclusion. There is nothing additional CAM lead will need to submit.</i></p> | <p>Number of quarterly reports provided to CoC board Jan – Dec 2021:</p> <ul style="list-style-type: none"> • 4 reports: 2 • 2 to 3 reports: 1 • 0 to 1 report: 0 | N/A | ✓ |
| <p>(L) <u>Accuracy of HCV Applications Entered into MSHDA Portal (8 points)</u> Points will be earned based on the CAM Lead Agency's passing MSHDA's audits of the HCV applications entered into the MSHDA portal. In instances where MSDHA did not provide a passing grade to the audit, the CAM Lead agency will be given an opportunity to provide additional documentation demonstrating they ultimately passed MSHDA's audit for that month.</p> <p><i>Data source: MSHDA audit results provided to HAND.</i></p> | <p>Percentage of MSDHA audit reports passed:</p> <ul style="list-style-type: none"> • 100%: 8 • 90% - 99%: 6 • 80% - 89%: 4 • <80%: 0 | N/A | ✓ |

In future funding cycles, the CoC board and CAM Governance Committee may develop additional or different evaluation criteria for the CE-SSO grants. Such evaluation criteria should consider the role these projects play with assisting persons experiencing homeless in accessing needed services and should align with the CAM policies and procedures.

COMPONENT #8: HMIS Lead Agency Only
Proportional Points from FY2021 CoC Application
Value = 70 points

Data source: Score received on the FY2021 CoC Application

In the FY2021 CoC Competition, HUD scored the Detroit CoC's HMIS implementation the following evaluation criteria:

1. Having required policies and procedures in place.
2. Bed coverage rates.
3. Data quality and completion rates.
4. The extent to which the HMIS system is able to generate required reports.
5. Submission of required data (Point in Time, Housing Inventory Count, System Performance Measures, LSA).
6. Working with DV providers to ensure comparable databases are in place as needed.

HUD reviews and scores the responses given in the CoC application on these questions. The score received on the FY2021 CoC application for the HMIS section was 11 out of the 11 points possible (100%). This proportion (100%) will be applied to the total points the HMIS grant can receive for this component (70). The HMIS grants will receive 70 out of the 70 points possible (100%) for this component.

A value of 70 points was assigned to this section so the total amount of points the HMIS project may receive is 94 (as detailed in chart above). Having a total of 94 points possible allows for comparable weighing of components across the various project types.

Future evaluation criteria for HMIS grants may change depending upon the CoC-Board approved HMIS MOU and workplan.

Evaluation Process for HMIS Grants

- The HMIS Lead agency will complete an application form and a self-evaluation responding to and addressing all the scored components for the HMIS grant.
- This self-evaluation, and supporting documentation, will be reviewed by the Values & Funding Priorities Committee.
- Based upon the self-evaluation and supporting documentation, the Values & Funding Priorities Committee will make a recommendation as to whether or not the HMIS grants should be submitted for renewal funding based on the score from the self-evaluation. The Values & Funding Priorities Committee may request additional supporting documentation during their review.
- HMIS Lead Agency staff, Collaborative Application staff, and CoC Lead staff will be recused from any review of the HMIS project application material or discussion pertaining to the same.

Future Evaluation Criteria for HMIS Grants

The evaluation process for the HMIS grants in FY2022 uses the score received in FY2021 CoC application HMIS section as a proxy for scoring HMIS project performance. This is being done for the FY2022 competition due to absence of other objective criteria on which to evaluate and score this project. For future funding cycles, the CoC board and committee(s) may develop additional evaluation criteria for the HMIS project. This evaluation criteria *may* include:

- Progress against HMIS project plan
- Extent to which privacy plan, data quality plan, and/or security plans are implemented
- End-user satisfaction ratings
- Incorporation or expansion of innovative technology or strategies
- Timely submission of APR reports to HUD
- Additional requirements to be identified in the MOU between HMIS Lead and CoC Board

IX. Additional Evaluation Protocol

A. First and Second Time Renewal Projects

Projects with fewer than 12 full months of operation in CY2021 will be evaluated on scored components as follows. First and second time renewals initially funded as an expansion to an existing project are submitted for renewal funding as a part of the existing project, and therefore will be scored as part of the existing project.

| Component | Stand-Alone Renewals <i>(not initially funded as an expansion)</i> | Expansion <i>(initially funded to expand an existing project)</i> |
|--|---|--|
| Component 1A-1E <i>(income/employment outcomes)</i> | Not Scored | Scored as part of existing project |
| Component 2A-2F <i>(Housing outcomes and quality)</i> | Not Scored | Scored as part of existing project |
| Component 3A <i>(Spending Rates)</i> | Not Scored | Scored as part of existing project, based on most recently completed grant (see Appendix A). |
| Component 3B <i>(Outstanding/Unresolved Finding)</i> | Scored on any outstanding findings from agency financial audits. | |
| Component 4A-4E <i>(HMIS elements and HIC submission)</i> | Scored if agency already has programming in Detroit that requires HMIS participation, as this is an agency score. | |
| Component 5A <i>(Consumer participation)</i> | Scored if agency already has CoC funded programming in Detroit, as this is an agency score. | |
| Component 5B <i>(Meaningful participation of PWLE)</i> | Scored if agency already has CoC funded programming in Detroit, as this is an agency score. | |
| Component 5C <i>(Substantiated grievances)</i> | Will apply if points are to be deducted from all projects an agency has, as given in the grievance scoring scale | |
| Component 6A <i>(2022 Unsheltered PIT Participation)</i> | Scored if agency already has CoC program funding in Detroit, as this is an agency score. | |
| Component 7A <i>(Referral outcome reporting – CoC project)</i> | Scored only if project began receiving referrals from CAM in 2021 | Scored as part of existing project |
| Component 7B <i>(Referral outcome reporting – All other projects)</i> | Scored if agency already has programming in Detroit that requires this reporting, as this is an agency score. | |
| Component 7C <i>(New client entries)</i> | Scored only if project began serving people in 2021 | Scored as part of existing project |

| Component | Stand-Alone Renewals <i>(not initially funded as an expansion)</i> | Expansion <i>(initially funded to expand an existing project)</i> |
|---|--|---|
| Component 7D <i>(Housing Move in Date competition)</i> | Scored only if project moved people into housing in 2021 | Scored as part of existing project |

B. Protocol for Components or Subcomponents Unable to be Evaluated

In instances where a component is unable to be evaluated, the following protocol will be used:

- Situation: Project is prohibited by law from entering into HMIS.
 - Protocol: The value of any scoring components that rely solely on *HMIS* data (such as HMIS data completeness, data quality, etc) will be removed from the total number of points that project may earn. That project will then only be scored on the remaining components.
 - Protocol: For components that may be reported on via alternate internal agency records, those components will be evaluated and scored based on data the project submits to HAND in the format prescribed by HAND.
- Situation: The project had no (0) leavers, and the scored component is based on a leaver's status.
 - Protocol: If the project had no leavers, then the project will be scored for the component in question based only on the *stayers* in the program.
- Situation: There are additional factors that result in no data existing on which to evaluate a project.
 - Protocol: That scored component will be removed from the total number of points a project may earn. That project will then only be scored on the remaining components.
- Situation: An agency receives communication from the funder that the project will no longer be receiving funding and takes steps to ramp down a project, then to have the funder reverse its decision and renew the project's funding.
 - Protocol: In such a situation scoring criteria that may have been impacted by a partial project ramp down will be reviewed and revised as needed based on the specifics of the situation.

In instances where such protocol needs to be implemented, the situations will be vetted by the Values & Funding Priorities Committee to ensure that the protocol are being applied appropriately to the projects in question and decisions are applied consistently to projects in question.

C. Recipient/Subrecipient Responsibility

There are several projects in which the funds granted to an agency (the recipient) are sub-granted to one or more agencies (subrecipient). In general, the sub-recipient is responsible for carrying out the activities of the project, while the recipient is responsible for overall project management and reporting. The chart below clarifies which entity will be reviewed for which scoring components. The recipient/subrecipient relationship applies to those agencies in which a subrecipient(s) is identified in the project application and grant agreement, unless the Collaborative Applicant has been notified in writing of another relationship between two agencies resembling a recipient/subrecipient relationship being implemented on a less formal basis.

| Scoring Component | Responsible Entity |
|---|---|
| #1 Income & Employment | |
| A) Leavers with Any Cash Income | <ul style="list-style-type: none"> • Project APR will be reviewed for this data (unless otherwise indicated). • The recipient is ultimately responsible for reviewing project performance data and submitting the APR to HUD. |
| B) Leavers with Any Non-Cash Benefits | |
| C) Leavers with Earned Income (Employment) | |
| D) Leavers & Stayers with Increase Income | |
| E) Stayers with health insurance (PSH only) | |
| For projects with multiple subrecipients, the performance of all subrecipients will be averaged together to determine the final score on a given component. | |

| Scoring Component | Responsible Entity |
|---|--|
| #2 Housing Performance & Quality | |
| A) Housing Exits/Retention B) Utilization Rates | <ul style="list-style-type: none"> Project APR and other HMIS data will be reviewed for this data. The recipient is ultimately responsible for reviewing project performance data and submitting the APR to HUD. |
| C) Length of Time from Referral to Housing Move In D) Returns to Homelessness | <ul style="list-style-type: none"> Data will be generated by the HMIS Lead agency for individual subrecipient projects. |
| E) Service staff and program availability (PSH only) F) Facilitation and Tracking Referrals (PSH only) | <ul style="list-style-type: none"> These questions are based on self-report in the application and should be responded to based on how the direct services are provided. |
| For projects with multiple subrecipients, the performance of all subrecipients will be averaged together to determine the final score on a given component. | |
| #3 Financial Performance | |
| A) Project spending | <ul style="list-style-type: none"> Recipient, via reporting in Sage |
| B) Points deducted (if applicable) | <ul style="list-style-type: none"> Recipient, based on <i>their</i> audits or HUD/City of Detroit Monitoring report The recipient <u>does not</u> need to submit financial audits, HUD or City of Detroit monitoring reports for their subrecipients |
| #4 HMIS Participation | |
| A) Attendance at Agency Admin meetings | <ul style="list-style-type: none"> Subrecipient attendance |
| B) Data Quality & Completeness C) Accurate Recording of Annual Assessment D) Clients exiting to known destination | <ul style="list-style-type: none"> Review will be based on projects identified in Appendix C. A recipient will only be evaluated on these components for the individual project(s) they sub-grant out. |
| E) Submission of required information for Housing Inventory Count (HIC) | <ul style="list-style-type: none"> Either the response received from the recipient or the subrecipient A recipient will only be evaluated on the timely submission of the HIC related to the project(s) they sub-grant out. For projects in which there are multiple subrecipients on one grant, the score received by the individual recipient on 4E will be averaged together for the final score for this component. |
| #5 Consumer Participation | |
| A) Participation of a homeless or formerly homeless consumer on the board of directors or other equivalent policymaking entity; or description how the recipient and/or sub-recipient will become compliant with this regulation. | <ul style="list-style-type: none"> Both the recipient and the subrecipient per the CoC Program Regulations. |
| B) Meaningful participation of Persons with Lived Experience | <ul style="list-style-type: none"> If both the recipient and the subrecipient(s) are direct service providers, each agency will be expected to respond to the question. The score received for each agency's response will be averaged together for the final score. |

| Scoring Component | Responsible Entity |
|---|--|
| | <ul style="list-style-type: none"> If the recipient is not a direct service provider, the subrecipient(s) will be expected to respond to the question. The score received for each subrecipient's response will be averaged together for the final score. |
| C) Substantiated Grievances | <ul style="list-style-type: none"> Recipient or Subrecipient, depending upon the nature of the grievance. |
| #6 CoC Participation | |
| A) Participation in Unsheltered 2022 Point-in-Time Count | <ul style="list-style-type: none"> Subrecipient participation |
| #7 CAM Participation | |
| A) Referral Outcome Reporting for CoC project C) New Client Entries D) Housing Move-in Date completion | <ul style="list-style-type: none"> Subrecipient |
| B) Referral outcome reporting for non-CoC funded projects | <ul style="list-style-type: none"> N/A: will not apply, as recipients will only be scored on performance of their subrecipient projects |
| For projects with multiple subrecipients, the performance of all subrecipients will be averaged together to determine the final score on a given component. | |
| #8 CAM Lead Agency & Implementation Partner | |
| All subcomponents | <ul style="list-style-type: none"> Details provided under Section VIII above on applicability |
| #9 HMIS Lead Only | |
| All subcomponents | <ul style="list-style-type: none"> Recipient |

X. Future Evaluation Criteria

A. Scoring Criteria for FY2023 CoC Competition: Accurate Reporting for Point-in-Time Count Audit Reporting

While not a scored component for the FY2022 competition, agencies are notified that for the FY2023 competition (which will look back on 2022), points will be awarded based on the extent to which providers affirm the bed and unit inventory utilization on the four Point-in-Time count dates and refrain from subsequently changing that data. As a part of the CoC's regular data quality exercise, and to ensure timely and accurate data reporting, PSH and RRH providers are asked to affirm bed and unit inventory information four times throughout the year. It has been observed that at times agencies will affirm data at one point in time, only to then make significant changes to that data a few months later. Making such significant changes not only impacts system reports, but also calls into question the extent to which the agency accurately reviewed the data at the time they affirmed its accuracy.

B. Potential Future Evaluation Criteria

Applicants should assume any evaluation criteria included in FY2022 may be included as scored criteria in future competitions. Additionally, applicants should be aware future evaluations may include the following criteria:

- **PSH Dimensions of Quality Self-Assessment**
 - For PSH projects, future competitions may examine the extent to which PSH providers improved in needed areas of improvement as identified in the PSH Dimensions of Quality Self-Assessment completed in early 2020.

- **Scored criteria changed or removed due to the pandemic**
 - The following scored criteria included in the FY2020 competition were removed in the FY2021 competition because of the pandemic. As of the FY2022 competition, they have not yet been re-incorporated. Providers should anticipate these criteria may again be re-incorporated as scored criteria in a future competition:
 - CoC Meeting and Workgroup meeting attendance (all projects)
 - Training for Coordinated Entry participating agencies (CE-SSO projects, as applicable)
 - Scoring scales adjusted downward in response to the pandemic may, in a future competition, revert back to what they were prior to the pandemic or be additionally changed.

- **Other possible future evaluation criteria:**
 - Any “informational only” elements in the FY2022 application may become a scored element in the future.
 - Compliance with HMIS Data Standards
 - Length of time people remain homeless (for RRH and TH)
 - Returns to homelessness (all projects)
 - Number of persons becoming homeless for the first time
 - Additional CAM participation criteria (all projects)
 - Project draw down rates (all projects)
 - Timely submission of APR reports to HUD (all projects)
 - Participant eligibility (all projects)
 - For projects targeted to persons fleeing domestic violence/human trafficking, these projects should expect to be evaluated on how they ensure and improve client safety.

XI. Additional Policies and Resources

Applicant agencies are encouraged to review and utilize the following policies and resources, which are posted on HAND’s website at: www.handetroit.org/continuum-of-care-funding.

Self-Scoring Tools

- Self-Scoring Tools are provided so applicants may understand how performance rates are calculated, and to understand what their performance may be. The completion of these tools is optional.

Comments and Responses from Public Comment

- Public comments were received on the draft renewal project evaluation and scoring criteria and draft project priority ranking and reallocation policies. Comments received, and responses to those comments, are available on HAND’s website.

FY2022 CoC Project Priority Ranking and Reallocation Policies

- These policies are to be presented to the CoC Board in July 2022 for approval. They will be posted to HAND’s website upon approval.

Detroit CoC Funding Application Review and Ranking Process

- Details to the process used to review, score, and rank renewal and new CoC applications.

Detroit CoC Funding Appeals Policy

- An updated Appeals Policy is being presented to the Detroit CoC Board in July 2022 for approval. The final policy will be posted to HAND’s website upon approval.

XII. HMIS Help Desks Requests

If agencies need assistance from the HMIS Lead Agency for any portion of their renewal application, this request must be submitted via the HMIS Help Desk. The link to the Help Desk is [here](#). In your request, please indicate it is related to your CoC renewal application. The HMIS Lead Agency cannot guarantee that requests for assistance for renewal applications received after June 15 will be able to be addressed by the application due date of June 22. Agencies are encouraged to plan accordingly.

XIII. Material Submission Instructions

Application materials must be emailed to Amanda Sternberg at amanda@handetroit.org by the due date. If your application packet is quite large, you may send materials in a ZIP file or via several emails. You will receive email confirmation of your submission.

Clearly label all attachments with the given attachment number (see submission checklist for attachment numbers).

XIV. Contact Information

If you have questions or need further information, contact Amanda Sternberg at amanda@handetroit.org or (313) 380-1714.

Submission Checklist

The following items for renewal applications must be submitted to HAND by **June 22, 2022**. Clearly label all attachments, using the attachment number given, even if attachments will not be numbered sequentially due to an attachment not being applicable. If an attachment does not apply, place a (✓) in the “Not Applicable” column.

| | |
|---------------------|--|
| Agency Name | |
| Project Name | |

| | |
|---|---|
| Project Component Type | |
| <input type="checkbox"/> Permanent Housing (PH) <input type="checkbox"/> Permanent Supportive Housing <input type="checkbox"/> Rapid Rehousing <input type="checkbox"/> Transitional Housing (TH) <input type="checkbox"/> Joint Component TH-RRH | <input type="checkbox"/> Coordinated Entry Supportive Services Only (CE-SSO) <input type="checkbox"/> HMIS |

| | Included (✓) | Not Applicable (✓) | Included with other renewal application |
|---|--|--------------------------|--|
| Submission Checklist (this page) | | | |
| Completed Renewal Application (beginning on page 31 of this packet) | | | |
| APR generated from HMIS for the project under review for the period of 1/1/2021 – 12/31/2021. See Appendix B for details. | | | |
| Attachment Number | Attachment Description (One per agency) <i>Agencies only need to submit one (1) of each of the following, even if they are submitting multiple renewal applications</i> | | |
| #1 | | | |
| #2 | | | |
| #3 | | | |
| | <u>If monitored by City of Detroit between March 2021 and March 2022 (Question 1)</u> | | |
| #4 | | | |
| #5 | | | |
| #6 | | | |
| #7 | | | |
| #8 | | | |
| | <u>HUD Monitoring Reports or Communication dated between March 2021 and March 2022: (Question 2)</u> | | |
| #9 | | | |
| #10 | | | |
| #11 | | | |
| #12 | | | |
| #13 | | | |
| ATTACHMENT CHECKLIST CONTINUED ON NEXT PAGE | | | |

| | | Included (✓) | Not Applicable (✓) | Included with other renewal application |
|--------------------------|---|-----------------|--------------------------|--|
| | Participation of homeless/formerly homeless person (Question 5) | | | |
| #14 | Documentation of participation of homeless/formerly homeless person (may have multiple, if project has subrecipient(s)) | | | |
| #15 | Request for waiver of this requirement submitted to HUD or HUD's approval of waiver request | | | |
| Attachment Number | Attachment Description (One Per Project Application, As Applicable) <i>Each individual project application must have the following attachments, as they apply to that project.</i> | | | |
| | If project had significant project changes (Question 3) | | | |
| #16 | Written communication to HUD requesting significant change | | | |
| #17 | HUD's written approval of the change requested | | | |
| | CAM Lead Agency (SWCS) Only | | | |
| #18 | Supporting documentation for Question 25 <i>(PSH Prioritization List, Scored component 8J)</i> | | | |
| #19 | Optional Attachment: Supporting documentation demonstrating passing MSHDA HCV audit for month given (Question 26) <i>(Accuracy of HCV Applications in MSHDA portal, scored component 8L)</i> | | | |
| | Signature Page | | | |
| #20 | Signed by Recipient | | | |
| #20 | Signed by Subrecipient(s) <i>(will have multiple if more than one subrecipient)</i> | | | |

The Collaborative Applicant reserves the right to request additional project or organizational information at a later date if needed. Any items not included in the checklist that are requested and submitted at a later date above will not result in points deducted from the application.

FY2022 Renewal Project Application

General Project Information

| | |
|---|---------------|
| Applicant Organization's Name: | |
| Project Applicant Address: | |
| Street: | |
| City: | State: |
| | ZIP: |
| Contact Person of Project Applicant | |
| Name: | Phone Number: |
| Title: | Email: |
| Contact information for Project Applicant Executive Director (if different from above) | |
| __ information same as above | |
| Name: | Phone Number: |
| | Email: |
| Project Name: | |
| Project Address: (use administrative address if project provides scattered-site leasing or rental assistance) | |
| Street: | |
| City: | State: |
| | ZIP: |
| Project Sub-recipient Organization Name (If different from Applicant): | |
| Project Sub-recipient's Address (if applicable) | |
| Street: | |
| City: | State: |
| | Zip: |
| Contact Person of Project Sub-recipient | |
| Name: | Phone Number: |
| Title: | Email: |
| Contact Person for Grievances | |
| Provide information for the agency's point of contact for grievances. This is the person the CoC Lead Agency will initially contact if a grievance is filed with the CoC. | |
| Name: | Phone Number: |
| Title: | Email: |
| Sage Account Administrator | |
| Sage is the reporting system agencies use to submit their Annual Performance Report (APR) to HUD. Currently, unless an agency has an Account Admin identified in Sage, HAND must approve all an agency's users in Sage. To give agencies direct control over who has access to Sage, agencies are required to identify an individual to be their Sage Account Administrator. Enter below the name of the person you want to be your agency's Sage account administrator. HAND will then set up that person as the administrator in Sage. Note: if your agency already has a Sage Account Administrator, please enter that person's name here. | |
| Name: | Email: |

Question 1: City of Detroit Monitoring Reports

Any findings may require further review and, if unresolved, may result in negative points for the project.

NOTE: Question 1 needs to only be answered *once per agency*. If you are submitting multiple renewal projects, complete this question:

___ My agency is submitting multiple renewal applications. Question 1 was responded to in the application for: _____ (provide project name).

The response in this section should encompass any type of monitoring from the City of Detroit, including financial monitoring from the Office of the Controller or programmatic monitoring from the Housing and Revitalization Department, and is inclusive of both on-site or desk monitoring:

Do you have a City of Detroit monitoring report, or communication regarding monitoring findings from prior monitoring, dated between *March 2021 and March 2022* for homelessness program funding?

___ No.

- If No: Select “N/A” for Attachments #4 - #8 in the submission checklist.

___ Yes.

- If Yes: Provide the following attachments as applicable.

| Attached (✓) | |
|-----------------|--|
| | Attachment #4: Notification letter or email from the City of Detroit that your organization will be monitored |
| | Attachment #5: Monitoring report from the City of Detroit (the report that identifies any concerns or findings); OR <input type="checkbox"/> N/A: The City of Detroit has not yet provided our organization with their monitoring report |
| | Attachment #6: If monitoring report identified concerns, findings, or other items requiring a response, provide your organization’s response to these items; OR <input type="checkbox"/> N/A: The monitoring report did not contain any items requiring our organization’s response |
| | Attachment #7: Documentation from the City of Detroit that a monitoring concern or finding has been satisfied; OR <input type="checkbox"/> N/A: City of Detroit has not yet responded to our organization’s response to the monitoring report |
| | Attachment #8: Any other monitoring-related correspondence between your organization and City of Detroit; OR <input type="checkbox"/> N/A: No other correspondence to provide |

Note: HAND will consult with the City of Detroit regarding the responses given in this section.

Question 2: HUD Monitoring Reports

Any findings may require further review and, if unresolved, may result in negative points for the project.

NOTE: Question 2 needs to only be answered *once per agency*. If you are submitting multiple renewal projects, complete this question:

___ My agency is submitting multiple renewal applications. Question 2 was responded to in the application for: _____ (provide project name).

Do you have a HUD monitoring report, or communication regarding monitoring findings from prior monitoring, dated between *March 2021 and March 2022*?

___ No.

- If No: Select “N/A” for Attachments #9 - #13 in the submission checklist.

___ Yes.

- If Yes: Provide the following attachments as applicable.

| | |
|-----------------|---|
| Attached (✓) | |
| | Attachment #9: Notification letter or email from HUD that your project will be monitored |
| | Attachment #10: Monitoring report from HUD (the report that identifies any concerns or findings); OR <input type="checkbox"/> N/A: HUD has not yet provided our organization with their monitoring report |
| | Attachment #11: If monitoring report identified concerns, findings, or other items requiring a response, provide your organization’s response to these items; OR <input type="checkbox"/> N/A: The monitoring report did not contain any items requiring our organization’s response |
| | Attachment #12: Documentation from HUD that a monitoring concern or finding has been satisfied; OR <input type="checkbox"/> N/A: HUD has not yet responded to our organization’s response to the monitoring report |
| | Attachment #13: Any other monitoring-related correspondence between your organization and HUD; OR <input type="checkbox"/> N/A: No other correspondence to provide |

Question 3: Significant Changes

Any changes noted may require additional review

Are there any significant changes in the project since the last funding approval?

Yes No

If “yes” complete the chart below to describe the change:

| | Previous | New |
|---|----------|-----|
| Indicate change in the number of persons served | | |
| Indicate change in the number of units | | |

| | Previous | New |
|---|----------|-----|
| Indicate change in project site location | | |
| Indicate change in target population | | |
| Indicate change in the project sponsor | | |
| Indicate change in the component type | | |
| Indicate change in the grantee/applicant | | |
| Indicate change in the number of beds | | |
| Line item or cost category budget changes more than 10% | | |
| Other (explain) _____ | | |

If “Yes,” include as many of the following that apply as attachments to your application. Check “N/A” if not applicable:

| | |
|--------------|--|
| Attached (✓) | |
| | Attachment #16: Written communication to HUD requesting the significant change |
| | Attachment #17: HUD’s written approval of the change requested <input type="checkbox"/> N/A: HUD has not yet provided written approval of the requested change |

Question 4: Financial Performance & APR Submission

Value = 8 points (Scored Component 3A)

Refer to **Appendix A**, which provides information on how much funding was expended for the project’s most recently completed grant term as given in Sage. Answer the question below if it pertains to your project:

If the percentage of funds expended is less than 90% (if a non-rental assistance project) or less than 85% (if a rental assistance project), provide an explanation why not all funds were expended and what steps are being taken in the future to ensure greater expenditure of funds: *(max 1 paragraph)*

Questions 5: Client Participation

Scored Component 5A
Value = up to 2 points

- *Over the course of CY2021, organization had consumer participation and provided documentation of same = 2 pts*
- *Over the course of CY2021, the organization had no current consumer participation = 0 pts*

If the project has a recipient and subrecipient(s) points will be awarded based on the extent to which all entities associated with the grant are compliant with this regulation (24 CFR 578.75(g)).

Place a check mark (✓) in the appropriate box(es) below to signify the extent to which the recipient and sub-recipient(s) are compliant with this policy.

| | | | | |
|--|---|--|-----------|--|
| | Recipient/Subrecipient had consumer participation on board or other policy making | Documentation of such consumer participation is attached | OR | Waiver for this requirement has been requested and/or approved by HUD and a copy |
|--|---|--|-----------|--|

| | entity at some point in CY2021 (✓) | (attachment #14) (✓) | | is attached (attachment #15) (✓) |
|--|--|----------------------------|--|--|
| Project recipient | | | | |
| Project subrecipient(s): Subrecipient name: _____ | | | | |

If more than one subrecipient, additional rows may be added to the table. The questions must be answered for each sub-recipient associated with the grant.

Question 6: Meaningful Participation of Persons with Lived Experience

Value = up to 6 points

Describe how your agency ensures the meaningful participation of persons with lived experience (PWLE) within your homelessness programming. In your response, describe:

- How persons served by all your homeless/housing projects (not just the project receiving CoC funding) are invited to provide feedback and input into the programming.
- How your agency responds to this feedback and input.
- How PWLE are incorporated into the decision-making structures within your organization.
- The extent to which your agency intentionally hires PWLE within your homelessness programming.
- Describe at least one change your agency has made to your homeless programming over the past two years in response to the input received from PWLE. This change could have been made within the project that receives CoC funding or another homeless project within your agency

Question 7: Evictions and Program Terminations

*Value = not scored
Does not apply to CE-SSO or HMIS grants*

PSH, RRH, TH-RRH, and TH programs are required to report the following information in their project applications. This is informational only and will not be scored in FY2022. Note: For these questions, “eviction” and “termination” mean different things for different types of projects:

Scattered-Site projects:

- “Eviction” means the landlord moves to evict the client for client non-compliance with lease agreements. The agency is expected to continue to work with the client to prevent eviction or move the client to a new unit. The client remains enrolled in the PSH, RRH, TH-RRH, or TH program.
- “Termination” means the agency is terminating the client from the program (and subsequently exiting from HMIS), although all attempts should be made to ensure the client does not exit to homelessness.

Project-Based projects (including TH and PSH projects):

- In general, for project-based projects, “eviction” and “termination” are synonymous.

Answer the following questions based on CY2021:

1) Over the course of 2021, how many households in this program received a legal eviction notice (or related notice such as a notice to quit, judgement, etc): _____

2) Of those households given in #1, how many ended up being legally evicted? _____

3) Of those households legally evicted, how many were also terminated from your program? _____

4) Of households given in #1, how many were able to have their eviction prevented? _____

5) Please give primary reasons people were evicted in 2021:

6) Over the course of 2021, how many households received a termination notice from the program?

7) Of those households given in #6, how many ended up being terminated? _____

8) Of households given in #6, how many were able to have their termination prevented? _____

9) Please give primary reasons for client terminations:

Question 8: Client to Case Manager Ratio

*Value = not scored
Does not apply to CE-SSO or HMIS grants*

The information below is being gathered for informational purposes only, to better understand CoC projects.

Client to Staff Ratio: Complete parts **a - c** below to indicate the expected client to case manager ratio for this project. Organization may use different titles for this position. Additionally, “household” in this instance includes single adults (households of one), families with children, or a household comprised only of adults.

In part “A” indicate the current client to case manager ratio will be for this project, in terms of staffing FTEs. For example, a client/case manager ratio of 20 households to 1 FTE would mean that one full-time case manager (or the equivalent) has a case load of 20 households. In part “B” indicate if the case manager will be expected to carry a caseload of clients from other programs. Part “C” is optional.

- A. Current household to case manager ratio for this project: _____
- B. Do the case managers on this project have clients from other programs on their case loads? If so, from what types of programs and approximately how many clients?
- C. Optional: Provide any additional comments on client/case manager ratios.

Question 9: Provision of In-Person Services

*Value = not scored
Does not apply to HMIS grant*

Agency are asked to provide a response to the following questions and should note that the extent to which projects are providing in-person case management services may be taken into greater consideration in future funding rounds. Because agencies may have multiple projects of varying types, this question will need to be answered on a per-project basis. Note: For the purposes of this question, “in-person” means that the staff person and client are in each other’s physical presence during the provision of case management. It does not refer to case management services that may be provided via phone calls, texts, emails, video calls, etc.

Please respond to the following:

A) Describe the extent to which this project provided in-person case management services over the course of 2021.

B) If this project did not provide case management services that were primarily in-person, please describe your agency’s plan to begin the resumption of in-person case management services.

Question 10: Agency Grievance Process

Value = not scored

Please briefly describe your agency’s internal process for responding to client grievances or concerns. Additionally, please include as Attachment #3 a copy of your agency’s client grievance policy and procedure. If you do not currently have such a policy and procedure, please indicate that.

Question 11: Potential Project Straddling

Value = not scored

Background: Project Ranking

The Detroit CoC is required to rank all projects seeking CoC funding into one of two tiers: Tier 1 and Tier 2. During this tiering process, it is anticipated a project will straddle the line between Tier 1 and Tier 2 when its budget amount does not allow it to be placed wholly into Tier 1. HUD may select to fund only the Tier 1 portion of a project, or HUD may select both the Tier 1 and Tier 2 portions. When project straddling occurs, the Values & Funding Priorities Committee will decide, based on the responses given here, if the project would still be feasible if it was only funded for the Tier 1 amount.

Historical Context

The table below summarizes how projects straddled in the past three competitions. In these past competitions HUD fully funded both the Tier 1 and Tier 2 portions of these projects.

| | Project Type | Tier 1 Amount | Tier 2 Amount |
|--------|---------------------|--------------------------------|--------------------------------|
| FY2018 | RRH | \$89,839 (24% of full budget) | \$289,016 (76% of full budget) |
| FY2019 | RRH | \$314,858 (81% of full budget) | \$72,277 (19% of full budget) |
| FY2021 | TH-RRH | 156,626 (17% of full budget) | 777,768 (83% of full budget) |

The amount of funding available in Tier 1 for straddling projects in FY2022 may be different from the numbers given above; this information for context only.

Response Needed

It will not be known which projects will straddle the Tier 1/Tier 2 line until after the final project ranking list is completed. To plan for project straddling, all projects are asked to respond to the questions below regarding their project feasibility, should their project end up straddling the list and only the Tier 1 portion be funded. Note: The word “feasibility” is used throughout this document. For the purposes of these questions here, “feasibility” means that the project can continue serving persons experiencing homelessness effectively.

Would your project be feasible if it received a lesser amount of CoC funding? Select one of the responses below:

___ **YES:** My project would still be feasible if it received a lesser amount of CoC funding than it currently receives. If this is your response, please complete the following questions below.

___ **NO:** My project *would not* be feasible if it received a lesser amount of CoC funding than it currently receives. **IMPORTANT:** by selecting “no”, this means that if your project ends up straddling the Tier 1/Tier 2 line, it will automatically be bumped down the ranking list so that it is wholly in Tier 2. The next-ranked project will then be moved up the ranking list.

If you responded “Yes” above, concisely answer the following.

1) What is the *minimum* amount of CoC funding this project would need in order to still be feasible? Note: if you indicate a minimum amount that is greater than the amount left in Tier 1 for this project, your project will automatically be moved down so that it is wholly in Tier 2. It is not yet known how much will be available for the Tier 1 portion of the project.

Example: A project states that the minimum amount of CoC funding it needs order to still be feasible is \$300,000. There is only \$200,000 remaining in Tier 1 funding; therefore, that project will be wholly placed into Tier 2, and the next ranked project will be moved up to Tier 1.

2) If only the Tier 1 portion of your project is funded, please describe how your project will be able to continue serving homeless persons effectively. Note: you may propose that you will scale back your project will serve fewer clients, reduce the scope of services, secure other funding, or any other course of action.

Question 12: Continuous Quality Improvement Process (Optional)

Value = not scored

Agencies may provide, in one-half page or less, an explanation or commentary on the project’s performance for the evaluation criteria under review. Agencies may include a description of any steps being taken to implement a continuous quality improvement program. While this question will NOT be scored, an explanation may be included to help reviewers understand any special circumstances that contributed to the project’s performance.

QUESTION 13 APPLIES TO DOMESTIC VIOLENCE PROJECTS ONLY

Question 13: Increasing Safety of Persons Fleeing Domestic Violence/Human Trafficking

Value = not scored

The following question should be answered by projects specifically funded with Domestic Violence Bonus Funding which are funded to specifically serve persons fleeing domestic violence or human trafficking. This question is informational only and is not scored.

In one-half page or less, please describe how, over the course of 2021, this project increased the safety of persons fleeing domestic violence or human trafficking:

QUESTIONS 14 TO 16 APPLY TO PSH PROJECTS ONLY

Question 14: PSH Match Returns

Value = not scored

To help the CoC better understand the circumstances under which a PSH match is returned to CAM, please answer the following questions:

1. What is your agency's process for determining when a PSH match needs to be returned to CAM?
2. What are the primary reasons for having to return a match to CAM and what challenges are typically encountered resulting in the need for the match to be returned?

Question 15: Service Staff and Program Availability

Value = 3 points (Scored Component 2E)

Projects will be scored based on the extent to which supportive service staff, including on-call crisis staff, are available outside of typical business hours.

Of the following options, select the one most reflective of the available of supportive service staff, including on-call staff, for clients in the PSH program:

- Services are available on flexible schedules, out of regular business hours, with on call crisis services available 24 hrs a day, 7 days a week
- Services are available 8AM – 5PM Monday -Friday, with some weekend availability (4 – 12 hours on weekends)
- Services are available 9AM – 5PM Monday -Friday

Question 16: Facilitation and Tracking of Referrals

Value = 2 points (Scored Component 2F)

Projects will be scored based on agency response to the following question in the application.

In response to this statement, select the most appropriate response for this PSH program:
“The primary supportive housing service provider facilitates and tracks referrals, and in some cases transportation, to community service providers for tenants including, at a minimum, behavioral healthcare, primary healthcare, substance abuse treatment and support, employment services, and benefits assistance”.

- Yes
- No/unknown
- This information is not currently tracked

QUESTIONS 17 to 26 APPLY TO CAM Lead Agency and Implementing Partner

The following questions only apply to the CAM Lead Agency and Implementing Partner. Refer to the table given in **Section VIII** for details on which scored components will apply to which agency. Each part indicates which agency that part applies to. Questions 19, 20, and 21 apply to both agencies, and therefore the response given to these parts should be same in both Southwest’s and CHS’s applications. The two agencies should work together jointly as needed to develop a response to these three questions.

Question 17: Client Satisfaction with Access Point Process

*Value = 4 (Scored Component 8A)
To be answered by SWCS; does not apply to CHS*

Response Required

Based on the satisfaction scale of 1 to 5 over the course of calendar year 2021, what was the overall average satisfaction rating given by clients using the Access Points? _____

Question 18: PSH Packet Submission for Completed Navigation Appointments

*Value = 8 (Scored Component 8C)
To be answered by CHS; does not apply to SWCS*

Response Required

Provide the following data:

- A. Number of households served from 1/1/2021 – 12/31/2021 who scored for PSH and had a completed navigation appointment: _____

- B. Number of households served from 1/1/2021 – 12/31/2021 that did *not* have a PSH packet submitted for the following reasons (these households will be excluded from the calculation)

 - Households who secured other housing and are no longer considered homeless for PSH eligibility purposes
 - Households who have moved away from the area and are no longer being served
 - Households who were still in the documentation-gathering process as of 12/31/2021
 - Households who, as of 12/31/2021, were no longer being actively navigated, per navigation policies, including those who are unable to be contacted

- C. Of the households given in “A” above, how many had a PSH packet submitted as of 12/31/2021?

- D. Number of households with a PSH packet submitted in 2021 who were carry-overs from 2020. These are households for whom navigation began at some point in 2020, but the packet was not submitted until 2021. These should not be households already included in either “A” or “C”.

Question 19: Accurate Submission of PSH Packets

*Value = 8 (Component 8D)
Applies to both SWCS and CHS; response should be developed jointly.
The same response should be given in both SWCS' and CHS' application.*

Response Required

Provide the following data:

- A. Total PSH packets submitted by CAM Navigators in 2021: _____
- B. Of the PSH packets submitted by CAM Navigators in 2021 (A), number that were correct on the first submission: _____

Question 20: Accurate Submission of HCV Application

*Value = 8 (Scored Component 8E)
Applies to both SWCS and CHS; response should be developed jointly.
The same response should be given in both SWCS' and CHS' application.*

Response Required

Provide the following data:

- A. Total HCV applications submitted by CAM Navigators in 2021: _____
- B. Of the HCV applications submitted by CAN Navigators in 2021 (A), number that were correct on the first submission: _____

Question 21: Client Satisfaction with Navigation

*Value = 4 (Scored Component 8F)
Applies to both SWCS and CHS; response should be developed jointly.
The same response should be given in both SWCS' and CHS' application*

Response Required

Based on the satisfaction scale of 1 to 5 over the course of calendar year 2021, what was the overall average satisfaction rating given by clients receiving Navigation? _____

Question 22: Timeliness of RRH Vacancy Requests Filled

*Value = 6 (Scored Component 8G)
To be answered by SWCS; does not apply to CHS*

Response Required

Provide the following data:

- A. Total number of RRH referrals requested in 2021: _____
- B. Of RRH referrals requested in 2021, how many were filled within 2 business days of the request being made? _____

Question 23: Timeliness of PSH Vacancy Requests Filled

*Value = 6 (Scored Component 8H)
To be answered by SWCS; does not apply to CHS*

Response Required

Provide the following data:

- A. Total number of PSH referrals requested in 2021: _____
- B. Of PSH referrals requested in 2021, how many were filled within 2 business days of the request being made? _____

Question 24: Timeliness of TH Vacancy Requests Filled

*Value = 6 (Scored Component 8I)
To be answered by SWCS; does not apply to CHS*

Response Required

Provide the following data:

- A. Total number of TH referrals requested in 2021: _____
- B. Of TH referrals requested in 2021, how many were filled within 2 business days of the request being made? _____

Question 25: PSH Prioritization List

*Value = 10 (Scored Component 8J)
To be answered by SWCS; does not apply to CHS*

Response Required:

Southwest will be provided with a sampling of clients referred to PSH programs by CAM over the course of 2021. This list of 20 clients represents about 5% of referrals made to PSH in 2021. Southwest is asked to provide the following documentation for this scored component:

Based on the list of clients given, submit documentation demonstrating that the client referred on the given date/time was the next client on the PSH prioritization list to be referred at the time he/she was referred. The CAM Lead Agency may submit whatever documentation or internal records they have to demonstrate this. If there are instances in which a referral was made to a PSH project where program specific preferences were used in the prioritization process, the CAM Lead Agency should provide documentation of this as well.

Reviewers will be looking for evidence that, when client #XXXXX was referred on DATE/TIME, this client was the next person on the PSH prioritization list (ie, “next in line) to receive the PSH referral or that the referral was made with consideration to project-specific preference. Points will be earned based on the percentage of clients from the list below that have this evidence.

This response should be submitted as Attachment #18 with the application.

Question 26: Accuracy of HCV Application Entered into MSHDA Portal (Optional)

Southwest Counseling Solutions will be scored based on the extent to which the agency has passed MSHDA’s audits of HCV applications entered into the MSHDA portal.

MSHDA has already provided to HAND information on which months Southeast passed this audit in 2021. Of the 10 months MSHDA audited (March – December 2021), Southwest passed each month except for June 2021. This is a current performance rate of 90%.

Southwest may provide supporting documentation (labeled as Attachment #19) demonstrating they did ultimately pass MSHDA’s audit for June 2021.

Signature Page (Attachment #20)

This page is to be signed by the Executive Director of the recipient and subrecipient agency or his/her authorized representative. If a project has a more than one subrecipient, this page may be duplicated with each subrecipient signing the page. Electronic signatures are acceptable.

My signature below affirms the following:

- 1) If awarded Continuum of Care funds by the U.S. Department of Housing and Urban Development, this project will comply with all program regulations as found in the Continuum of Care Program Interim Rule 24 CFR Part 578. The project will also comply with all other applicable federal, State, and local regulations.
- 2) The organization will enter required project and client data into the Homeless Management Information System (HMIS) or a comparable database in accordance with the HMIS Data Standards and HMIS Policies & Procedures.
- 3) The funded project will participate in the Coordinated Assessment Model (CAM) and adhere to all Coordinated Entry (CAM) policies and procedures.
- 4) Data submitted with this project application (including, but not necessarily limited data in the APR, Sage, in HMIS, or within the application itself) is complete, accurate, and correct.
- 5) It is understood that, should this project be eligible for an appeal, no appeal may be made based on having initially submitted incomplete, incorrect, or inaccurate data.
- 6) It is understood that details on the criteria and process for which my agency may submit an appeal to the Detroit CoC Board are found in the Appeals Policy and that any appeals decisions made by the Detroit CoC Board will be final. I can access a copy of the Appeals Policy at HAND's website (www.handetroit.org/continuum-of-care-funding).
- 7) It is understood that renewal and new projects will be submitted to HUD in accordance with the FY2022 Project Priority Ranking Policies and that such project ranking decisions are final. I can access a copy of the FY2022 Project Priority Ranking Policies at HAND's website (www.handetroit.org/continuum-of-care-funding).
- 8) It is understood that the Detroit CoC Board is responsible for making decisions on which new and renewal projects are submitted to HUD each year as part of the annual CoC competition, and that the ultimate decision in whether a project is funded is made by HUD. It is further understood that 24 CFR §578.35 describes certain situations in which an agency may submit an appeal directly to HUD. It is agreed that the submission of an appeal to HUD, in accordance with HUD's policies and procedures, is the final recourse that may be taken for the project.

Relinquishment of CoC Grants

- 9) (New Project Applications Only): If the new project funding applied for is awarded by HUD, it is expected that the grant agreement for that project will be executed and the project will be implemented. Failure to execute a grant agreement for new project funding may result in that funding being lost to the CoC. If my agency chooses to not execute a grant agreement for new project funding, that agency must attend a meeting with representatives of the CoC Lead Agency, the City of Detroit, and the CoC board to discuss why the agency

is choosing to not accept new project funding. Additionally, the agency will not be allowed to apply for new CoC project funding for five (5) years. The CoC board also reserves the right to take additional action if needed.

10) If at any time my agency decides to voluntarily relinquish a renewal CoC grant, my agency will notify the CoC Lead Agency of this decision in writing as soon as possible, but no less than, at least nine (9) months prior to the end of the current grant term.

11) If my agency voluntarily relinquishes a renewal grant, my agency will work with the CoC Lead Agency, CAM Lead Agency, and other stakeholders as needed to ramp down the project and ensure that clients being served by the project are able to retain or achieve stable housing by the time the grant ends.

12) It is understood that the CoC board will decide how to reallocate any relinquished funds.

Project Minimum Eligibility Requirements

13) It is understood that my project will serve clients based only on HUD’s minimum eligibility criteria and the project target population as written in the grant application. It is understood that clients will not be excluded from the project unless for the following (check that which applies to the project in question):

___ This project is limited to serving a single-sex population only due to having shared bathing and/or shared sleeping accommodations. This project will comply with the Equal Access requirements and serve persons based on the person’s self-identified gender.

___ LIHTC and/or PBV attached to this project have additional eligibility or exclusionary criteria over and above the HUD CoC program criteria. These criteria are: _____

___ This project cannot serve persons with a CSC conviction or sex offender registry status due to the project’s proximity to schools, child care centers, etc.

___ There are other funder requirements with additional eligibility or exclusionary criteria over and above the HUD CoC program criteria. If this box is checked, please also answer the following:

Name of funding source: _____

Eligibility or exclusionary criteria of that funding source: _____

Note: the CoC Lead may require additional documentation, such as a grant agreement, of other funder eligibility/exclusionary criteria.

Additional Requirement

14) It is understood that if my agency has an outstanding balance on HUD assessments due to HAND by the time the application is due to HUD, my project application(s) will not be submitted to HUD for funding via eSNAPS.

Agency: _____

Project Name: _____

Signed: _____ Date: _____
(Executive Director or authorized representative)

Name Printed: _____

Appendix A: Renewal Project Spending

The table below provides the percentage of a project's most recently completed grant term expended. This information was taken from the project's APR submission in Sage, and will be used for scoring Component 3.

| Organization | Project Name | Project Type | Project Term Ending | Grant Number Under Review | Award | Amount Spent | Percentage Spent |
|--------------------------------|--|--------------|--|---------------------------|------------------|--------------|------------------|
| AFG | RRH for Youth | RRH | 6/30/2021 | MI0571L5F011902 | \$284,857 | \$284,857 | 100% |
| Cass Community Social Services | Webb PSH | PSH | 7/31/2021 | MI0467L5F011904 | \$224,223 | \$224,223 | 100% |
| Cass Community Social Services | Scott PSH | PSH | 7/31/2021 | MI0466L5F011904 | \$214,252 | \$214,252 | 100% |
| Cass Community Social Services | Travis PSH | PSH | 8/31/2021 | MI0569L5F011902 | \$398,737 | \$398,737 | 100% |
| Cass Community Social Services | Thomasson Apts | PSH | N/A: Agency is still in the midst of expending its initial grant. Initial grant term ends 7/31/2022. | | | | |
| CCIH | Permanent Supportive Housing | PSH | 9/30/2021 | MI0071L5F011912 | \$1,152,938 | \$868,414 | 75% |
| CCIH | Leasing Project | PSH | 9/30/2021 | MI0439L5F011903 | \$655,100 | \$506,167 | 77% |
| Community & Home Supports | Perm Community Supports | PSH | 12/31/2021 | MI0468L5F011904 | \$545,060 | \$545,060 | 100% |
| Community & Home Supports | Perm Community Supports II | PSH | 9/30/2021 | MI0568L5F011902 | \$1,350,603 | \$1,350,603 | 100% |
| Community & Home Supports | Coordinated Assmn't and Navigation | CE-SSO | 6/30/2021 | MI0522L5F011903 | \$847,538 | \$847,538 | 100% |
| COTS | Buersmeyer Manor | PSH | 6/30/2021 | MI0030L5F011912 | \$147,874 | \$109,092 | 74% |
| COTS | <i>Pathways*</i> | <i>PSH</i> | <i>2/28/2022</i> | <i>MI0429L5F012007</i> | <i>\$836,287</i> | <i>TBD</i> | <i>TBD</i> |
| DRMM | Cornerstone | PSH | 7/31/2021 | MI0046L5F011912 | \$1,367,096 | \$1,264,775 | 93% |
| D/WMHA | CCIH Permanent Housing | PSH | 1/31/2022 | MI0075L5F012013 | \$475,834 | \$283,874 | 60% |
| DWIHN | Supportive Housing Program - DCI/Omega | PSH | 10/31/2021 | MI0074L5F011912 | \$513,630 | \$502,514 | 98% |
| <i>DWIHN</i> | <i>CCIH S+C*</i> | <i>PSH</i> | <i>2/28/2022</i> | <i>MI0058L5F012013</i> | <i>\$385,075</i> | <i>TBD</i> | <i>TBD</i> |
| HAND | HMIS | HMIS | 6/30/2021 | MI0368L5F011905 | \$390,233 | \$390,233 | 100% |
| HAND | CoC Planning | Planning | 12/31/2021 | MI0642L5F011900 | \$570,000 | \$334,147 | 59% |
| Mariners Inn | Extended Residency | PSH | 11/30/2021 | MI0037L5F011912 | \$249,271 | \$249,271 | 100% |

| Organization | Project Name | Project Type | Project Term Ending | Grant Number Under Review | Award | Amount Spent | Percentage Spent |
|-------------------------------------|---------------------------------------|--------------|---------------------|---------------------------|-------------|--------------|------------------|
| Methodist Children's Home | Teen Infant Parenting Services (TIPS) | TH | 4/30/2021 | MI0078L5F011912 | \$362,392 | \$362,392 | 100% |
| MDHHS | Consolidated Grant | PSH | 4/30/2021 | MI0059L5F011912 | \$2,684,052 | \$2,555,715 | 95% |
| NLSM | Project Hope | PSH | 6/30/2021 | MI0471L5F011903 | \$572,463 | \$515,217 | 90% |
| NLSM | Project Hope II | PSH | 9/30/2021 | MI0520L5F011903 | \$781,419 | \$781,419 | 100% |
| NLSM | Project Permanency One | RRH | 9/30/2021 | MI0438L5F011905 | \$1,173,450 | \$1,063,010 | 91% |
| NLSM | NLSM Cares | RRH | 6/30/2021 | MI0499L5F011903 | \$1,188,828 | \$1,157,456 | 97% |
| NLSM | Project First Steps | TH-RRH | 12/31/2021 | MI0604D5F011901 | 916874 | 916874 | 100% |
| NSO | Bell Housing | PSH | 12/31/2021 | MI0338L5F011907 | \$566,098 | \$566,098 | 100% |
| NSO | SHP Leasing | PSH | 5/31/2021 | MI0308L5F011907 | \$371,856 | \$368,217 | 99% |
| NSO | NSO/COTS S+C | PSH | 9/30/2021 | MI0027L5F011907 | \$113,076 | \$101,969 | 90% |
| NSO | Detroit FUSE | PSH | 9/30/2020 | MI0367L5F011904 | \$239,718 | \$237,612 | 99% |
| NSO | NSO RRH | RRH | 12/31/2021 | MI0472L5F011904 | \$309,058 | \$252,493 | 82% |
| Southwest Counseling Solutions | Consolidated CE-SSO | CE-SSO | 8/31/2021 | MI0392L5F011906 | \$959,341 | \$959,341 | 100% |
| Southwest Counseling Solutions | CAM RRH | RRH | 11/30/2021 | MI0469L5F011904 | \$394,815 | \$327,133 | 83% |
| Southwest Counseling Solutions | Consolidated Leasing | PSH | 9/30/2021 | MI0369L5F011907 | \$943,556 | \$884,489 | 94% |
| Southwest Counseling Solutions | Consolidated Rental | PSH | 4/30/2021 | MI0360L5F011909 | \$1,228,474 | \$1,228,474 | 100% |
| Travelers Aid | BEIT | PSH | 8/31/2021 | MI0029L5F011912 | \$992,194 | \$992,194 | 100% |
| Travelers Aid | Infinity | PSH | 8/31/2021 | MI0043L5F011912 | \$1,073,399 | \$1,073,399 | 100% |
| Wayne Metro Community Action Agency | Detroit PSH | PSH | 9/30/2021 | MI0641L5F011900 | \$685,424 | \$408,701 | 60% |

**Final LOCCS draw are not due until the end of June 2022. Final spending information as submitted in Sage as of the end of June 2022 will be used to score these projects.*

CONSOLIDATED PROJECTS

The following projects were consolidated in the FY2021 competition. For scoring purposes in FY2022, the spending rates of the individual projects will be combined as given here based on the individual project's most recently completed grant terms.

| Organization | Project Name | Project Type | Project Term Ending | Grant Number Under Review | Award | Amount Spent | Percentage Spent |
|--|--------------------------------|---------------------|--|----------------------------------|------------------|---------------------|-------------------------|
| DWIHN | Southwest Housing Partners S+C | PSH | 12/31/2021 | MI0286L5F011911 | \$264,364 | \$218,788 | 83% |
| DWIHN | Southwest Counseling Matrix | PSH | 10/31/2021 | MI0066L5F011912 | \$47,981 | \$47,981 | 100% |
| TOTAL FOR DWIHN/SWCS CONSOLIDATED PROJECTS | | | | | \$312,345 | \$266,769 | 85% |
| Cass Community Social Services | Cass Apartments | PSH | 11/30/2021 | MI0309L5F011907 | \$361,015 | \$361,015 | 100% |
| Cass Community Social Services | Brady PSH | PSH | N/A: Agency is still in the midst of expending this project initial grant term | | | | |
| TOTAL FOR CASS COMMUNITY SOCIAL SERVICES CONSOLIDATED PROJECT | | | | | \$361,015 | \$361,015 | 100% |

Appendix B: HMIS APRs and PSH Project Type

HMIS APR

Recipients must submit a CY2021 project APR to HAND by **June 22, 2022** with the rest of the application materials.

- **APR time period:** The APR must be run for **calendar year (CY) 2021 (1/1/2021 – 12/31/2021)**. Projects that started operations in 2021 are still required to submit an APR covering the entire calendar year.
- **Job aids:** Reference the following job aid for assistance in running, reviewing, and printing your APR:
 - [Running, Reviewing, and Printing the APR](#)
 - When saving the APR as a PDF, or when printing it, be sure all parts of all questions of the APR are printed. Double check to ensure that no columns or rows are accidentally “cut off”.
 - [Finding and fixing data errors in the APR](#)
 - These, and additional job aids may be found at: www.handetroit.org/traininganddocumentation
- **Projects with multiple HMIS IDs:** If a project has more than one HMIS ID, use one of two options:
 - Run and submit a separate APR for each HMIS ID #; OR
 - Create a provider group that includes all the projects and run and submit one APR for that provider group.
- **Final Data:** **The data submitted in these APRs will be used to evaluate and score renewal projects. This data will be considered accurate and final upon submission to HAND. There will not be an opportunity to correct any APR data after it is submitted.** As a reminder, the data being submitted is for calendar year 2021. Agencies are expected to regularly review and ensure the accuracy of their project data throughout the year.
- **HMIS ID numbers:** The HMIS ID numbers for the projects are given below. However, if there is an error in the HMIS ID number for the project, please let Amanda know (amanda@handetroit.org), and submit the required APR using the correct HMIS ID number.

The list below is arranged by the name of the recipient (ie, grantee) of the project. It is ultimately the responsibility of the recipient to ensure the required APR is submitted to HAND on time, although the recipient may make a request of their subrecipient to assist with this.

Project Type for Component 2C

PSH & RRH Projects will be scored based on the length of time from program entry date to housing move in date. Points may be earned based on performance in comparison to local averages, as given. Details on scoring are given in Component 2C.

Different standards will apply for different project types: PSH scattered-site, PSH project-based projects (non-SROs), PSH SROs, and RRH. The table below indicates how each project is categorized for this scored component. This is provided as informational only, so agencies understand how their project was categorized.

| Recipient | (Subrecipient) Program Name | Project Component | HMIS ID# | Project Type for 2C |
|------------------------|-----------------------------|-------------------|--------------------------------------|---------------------|
| Alternatives for Girls | RRH for Youth | RRH | 11613 | RRH |
| Alternatives for Girls | DV TH-RRH | TH-RRH | N/A: DV Project not yet in operation | |

| Recipient | (Subrecipient) Program Name | Project Component | HMIS ID# | Project Type for 2C |
|-----------------------------------|---|--------------------------|--------------------------------------|-----------------------------|
| ACCESS | DV RRH | RRH | N/A: DV Project not yet in operation | |
| Cass Community Social Services | Cass Apartments (Antisdel & Brady) | PSH | 8579 and 9866 | PSH Project Based (non-SRO) |
| Cass Community Social Services | Scott PSH | PSH | 10996 | PSH SRO |
| Cass Community Social Services | Webb PSH | PSH | 10997 | PSH SRO |
| Cass Community Social Services | Travis PSH | PSH | 11619 | PSH SRO |
| Cass Community Social Services | Thomasson Apts | PSH | 11931 | PSH Project Based (non-SRO) |
| Cass Community Social Services | Brady PSH Services | PSH | 13087 | PSH Project Based (non-SRO) |
| Central City Integrated Health | Supportive Housing Program | PSH | 224 | PSH Scattered Site |
| Central City Integrated Health | Leasing Project | PSH | 10833 | PSH Scattered Site |
| Community & Home Supports | Permanent Community Support | PSH | 8755 | PSH Scattered Site |
| Community & Home Supports | Permanent Community Home Support II | PSH | 11722 | PSH Scattered Site |
| Community & Home Supports | Coordinated Assessment & Navigation Project | CE-SSO | N/A: CE APR not required in 2022 | N/A |
| COTS | Buersmeyer Manor | PSH | 2428 | PSH Project Based (non-SRO) |
| COTS | Pathways to Housing | PSH | 10160 | PSH Scattered Site |
| Detroit Rescue Mission Ministries | Cornerstone PSH | PSH | 116 | PSH SRO |
| Detroit/Wayne Integrated Health | (DCI/COTS) Omega Project | PSH | 1025 | PSH Scattered Site |
| Detroit/Wayne Integrated Health | (CCIH) Permanent Housing | PSH | 11339 | PSH Scattered Site |
| Detroit/Wayne Integrated Health | (CCIH) S+C County | PSH | 11338 | PSH Scattered Site |
| Detroit/Wayne Integrated Health | (Southwest Counseling Solutions) Matrix S+C | PSH | 3629 | PSH Scattered Site |
| Detroit/Wayne Integrated Health | (Southwest Counseling Solutions) Southwest Housing Partners S+C | PSH | 180 | PSH Scattered Site |

| Recipient | (Subrecipient) Program Name | Project Component | HMIS ID# | Project Type for 2C |
|--|---|-------------------|--|-----------------------------|
| Homeless Action Network of Detroit | HMIS | HMIS | N/A | N/A |
| Methodist Children's Home Society | TIPS | TH | 5823 | N/A |
| Mariners Inn | Permanent Housing | PSH | 185 | PSH SRO |
| Michigan Department of Health and Human Services | Consolidated grant that includes: <ul style="list-style-type: none"> • COTS • Development Centers, Inc. • Development Centers, Inc (formerly Detroit East) • NSO • Southwest Counseling Solutions • TASMD | PSH | | PSH Scattered Site |
| | | | 12802 | |
| | | | 12804 | |
| | | | 12803 | |
| | | | 12809 | |
| | | | 12811 | |
| 12789 | | | | |
| Neighborhood Legal Services Michigan | Project Permanency- CoC RRH Families | RRH | 10727 | RRH |
| Neighborhood Legal Services Michigan | NLSM Cares | RRH | 10983 | RRH |
| Neighborhood Legal Services Michigan | Project Hope | PSH | 10984 | PSH Scattered Site |
| Neighborhood Legal Services Michigan | Project Hope II | PSH | 11411 | PSH Scattered Site |
| Neighborhood Legal Services Michigan | Project First Step | TH-RRH | Data for this project will be submitted via APR exported from project's comparable database or another means to be specified by HAND | N/A |
| Neighborhood Service Organization | Bell Housing | PSH | 9147 | PSH Project Based (non-SRO) |
| Neighborhood Service Organization | HUD SHP Program | PSH | 8584 | PSH Scattered Site |
| Neighborhood Service Organization | Detroit FUSE | PSH | 11559 | PSH Scattered Site |
| Neighborhood Service Organization | NSO/COTS - S+C | PSH | 11560 | PSH Scattered Site |
| Neighborhood Service Organization | Clay Apartments | PSH | 12309 | PSH Project Based (non-SRO) |

| Recipient | (Subrecipient) Program Name | Project Component | HMIS ID# | Project Type for 2C |
|--|------------------------------------|--------------------------|-----------------------------------|----------------------------|
| Neighborhood Service Organization | NSO RRH | RRH | 11324 | RRH |
| Ruth Ellis Center | Clairmount PSH | PSH | N/A: Project not yet in operation | |
| Southwest Counseling Solutions | Rental Assistance Consolidation | PSH | 11558 | PSH Scattered Site |
| Southwest Counseling Solutions | Leasing Consolidation | PSH | 9654 | PSH Scattered Site |
| Southwest Counseling Solutions | Rapid Rehousing | RRH | 11040 | RRH |
| Southwest Counseling Solutions | Consolidated CE-SSO | CE-SSO | N/A: CE APR not required in 2022 | N/A |
| Traveler's Aid Society of Metropolitan Detroit | BEIT | PSH | 122 | PSH Scattered Site |
| Traveler's Aid Society of Metropolitan Detroit | Project Infinity | PSH | 123 | PSH Scattered Site |
| Wayne Metro Community Action Agency | Detroit PSH | PSH | 12710 | PSH Scattered Site |

Appendix C: Projects to be included in HMIS data review

The tables below contain the projects in HMIS that will be included for scored components that rely on data from all projects an agency reports in HMIS. Reports needed to score these components will be generated by the HMIS Lead Agency. This information is provided so that applicant agencies are aware of which projects will be included in these data pulls.

| ACCESS | |
|--|---------------------|
| Provider Page | Project Type |
| N/A: Agency is not yet entering data into HMIS | |

| Alternatives For Girls | |
|--|-------------------------------|
| Provider Page | Project Type |
| MDHHS - AFG - Detroit CoC - BCC Shelter (Age 15-17) - DHS & City ESG(6652) | Emergency Shelter (HUD) |
| 1. AFG - Detroit CoC - Shelter (18-21) - City ESG, City ESG-CV(9498) | Emergency Shelter (HUD) |
| AFG - Detroit CoC - Basic Center Prevention - HHS(11574) | Homelessness Prevention (HUD) |
| MDHHS - AFG - Detroit CoC - BCC Prevention - DHS & City ESG (12720) | Homelessness Prevention (HUD) |
| AFG - Detroit CoC - Maternity Group Home -HHS(10510) | Transitional housing (HUD) |
| AFG - Detroit CoC - TLP (Age 17-20) - DHS, HHS(433) | Transitional housing (HUD) |
| AFG- Detroit CoC – TLP (16 & 21)- DHS (12083) | Transitional housing (HUD) |
| AFG - Detroit CoC - Detroit Youth Collaborative RRH Initiative (11613) | PH - Rapid Re-Housing (HUD) |
| AFG - Detroit CoC - Rapid Rehousing - City ESG-CV (12840) | PH - Rapid Re-Housing (HUD) |
| AFG - Detroit CoC - Rapid Rehousing - State ESG-CV II (12973) | PH - Rapid Re-Housing (HUD) |

| Cass Community Social Services | |
|---|---|
| Provider Page | Project Type |
| CCSS - Detroit CoC - Antidel Apartments(9866) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| CCSS - Detroit CoC - Brady Permanent Supportive Housing(8579) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| CCSS - Detroit CoC - Cass House (3375) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| CCSS -Detroit CoC - Scott PSH(10996) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| CCSS- Detroit CoC - Webb PSH(10997) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| CCSS- Detroit CoC – Thomasson Apartments (11931) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| MDHHS - 1. CCSS - Detroit CoC - Cass Community Family Shelter (DHS) ESP B(6472) | Emergency Shelter (HUD) |
| MDHHS - 1. CCSS - Detroit CoC - Interfaith Rotating Shelter (DHS) ESP (B)(304) | Emergency Shelter (HUD) |

| Cass Community Social Services | |
|--|---|
| Provider Page | Project Type |
| CCSS - Detroit CoC - Brady PSH Expansion (13087) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| CCSS -Detroit CoC - Travis PSH(11619) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |

| Central City Integrated Health | |
|---|---|
| Provider Page | Project Type |
| Central City Integrated Health - Detroit CoC - CoC Bonus(10833) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Central City Integrated Health - Detroit CoC - Permanent Housing(11339) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Central City Integrated Health - Detroit CoC - S+C County(11338) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Central City Integrated Health - Detroit CoC -Supportive Housing Program(224) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Central City Integrated Health - Detroit CoC - RRH - City ESG-CV (12821) | PH - Rapid Re-Housing (HUD) |

| Community & Home Supports, Inc. | |
|---|---|
| Provider Page | Project Type |
| Community & Home Supports - Detroit CoC - PSH(8755) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Community & Home Supports - Detroit CoC - PSH II Leasing(11722) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Community & Home Supports, Inc. - Detroit CoC - RRH - City ESG-CV (12869) | PH - Rapid Re-Housing (HUD) |
| Community & Home Supports, Inc. - Detroit CoC - EHV/RRH Case Mgt. - City ESG-CV (13123) | PH - Rapid Re-Housing (HUD) |

| COTS | |
|---|---|
| Provider Page | Project Type |
| COTS-Detroit CoC-Pathways PSH(10160) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| COTS-Detroit CoC - PSH-Buersmeyer Manor SHP(2428) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Development Centers - Detroit CoC - Omega Project (with COTS)(1025) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| MDHHS - 1. COTS-Detroit CoC - Emergency Shelter (Peterboro) (DHS) ESP(261) | Emergency Shelter (HUD) |
| MDHHS - COTS Permanent Supportive Housing - Detroit CoC - Shelter Plus Care (12802) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| COTS - Detroit CoC - S+C (with NSO)(11560) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |

| Detroit Rescue Mission Ministries (DRMM) | |
|--|---|
| Provider Page | Project Type |
| DRMM - Detroit CoC - Permanent Housing Dept. - My Own Place(116) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |

| | |
|--|-------------------------|
| MDHHS - 1. DRMM - Detroit CoC - Emergency Shelter Dept. - DRM DHS ESP, City ESG-CV(112) | Emergency Shelter (HUD) |
| MDHHS - 1. DRMM - Detroit CoC -Emergency Shelter Dept. - Genesis House III (DHS) ESP, City ESG-CV(111) | Emergency Shelter (HUD) |
| MDHHS - 1. DRMM - Detroit CoC - Emergency Shelter - Genesis House Two DHS ESP, City ESG-CV(10651) | Emergency Shelter (HUD) |
| 1. CITY OF DETROIT – ESG- DRMM G3 SINGLES EMERGENCY SHELTER(12236) | Emergency Shelter (HUD) |
| 1. DRMM - Detroit CoC - Oasis Shelter - Overflow - City ESG-CV(12224) | Emergency Shelter (HUD) |
| 1. DRMM - Detroit CoC - Alternative Shelter - City ESG-CV (13124) | Emergency Shelter (HUD) |

| | |
|--|---|
| Development Centers, Inc. | |
| Provider Page | Project Type |
| Development Centers - Detroit CoC - Omega Project (with COTS)(1025) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| MDHHS - Development Centers - Detroit CoC - S+C (12804) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| MDHHS - Development Centers - Detroit CoC - S+C [Formerly at Detroit East] (12803) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| MDHHS - Development Centers - Detroit CoC - S+C II (12805) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |

| | |
|--|---|
| Mariners Inn | |
| Provider Page | Project Type |
| Mariners Inn-90 Day Residency Program - Detroit CoC(184) | Services Only (HUD) |
| Mariners Inn-Detroit CoC - Extended Residency Program(185) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |

| | |
|--|----------------------------|
| Methodist Children’s Home Society | |
| Provider Page | Project Type |
| Methodist Children's Home - Detroit Wayne/TIPS - City ESG-CV(5823) | Transitional housing (HUD) |

| | |
|--|---|
| Neighborhood Legal Services | |
| Provider Page | Project Type |
| Neighborhood Legal Services- Detroit CoC- PSH Project Hope(10984) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Neighborhood Legal Services- Detroit CoC- PSH Project Hope II(11411) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Neighborhood Legal Services Michigan-Detroit CoC- COC RRH - NLSM CARES(10983) | PH - Rapid Re-Housing (HUD) |
| Neighborhood Legal Services Michigan - Detroit CoC- Project Permanency - COC RRH Families(10727) | PH - Rapid Re-Housing (HUD) |
| Neighborhood Legal Services Michigan - Detroit - RRH - City ESG-CV(12570) | PH - Rapid Re-Housing (HUD) |

| Neighborhood Legal Services | |
|---|-----------------------------|
| Provider Page | Project Type |
| Neighborhood Legal Services - Detroit - RRH - City ESG/CDBG (12792) | PH - Rapid Re-Housing (HUD) |

| Neighborhood Service Organization | |
|--|---|
| Provider Page | Project Type |
| COTS - Detroit CoC - S+C (with NSO) (11560) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| MDHHS - NSO - Detroit CoC - PATH Services Only (12808) | Services Only (HUD) |
| MDHHS - NSO - Detroit CoC – SPC (12809) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| MDHHS-NSO-DHHC (Formerly Tumaini)-(DHS) ESP, City ESG-CV(1182) | Emergency Shelter (HUD) |
| NSO - Detroit CoC - BELL HUD SHP Program(9147) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| NSO - Detroit CoC - HUD SHP Program(8584) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| NSO-Detroit CoC- RRH(11324) | PH - Rapid Re-Housing (HUD) |
| NSO - Detroit CoC - Clay Apartments PSH(12309) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| NSO - Detroit CoC - Fuse Project(11559) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |

| Ruth Ellis Center | |
|---|-----------------------------|
| Provider Page | Project Type |
| Ruth Ellis Center - Detroit CoC - RRH - City ESG-CV (12782) | PH - Rapid Re-Housing (HUD) |

| Southwest Counseling Solutions | |
|--|---|
| Provider Page | Project Type |
| MDHHS - SWCS - Detroit CoC - MDHHS Shelter Plus Care (12811) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| SWCS - Detroit CoC - Housing Recovery Project Leasing Program(9654) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| SWCS - Detroit CoC - Matrix S+C(3629) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| SWCS - Detroit CoC - Piquette Square Program(7963) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| SWCS - Detroit CoC - SWHP S+C(180) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| SWCS - Detroit CoC - Wilshire SHP(182) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Southwest Counseling Solutions - Detroit CoC - HRC 609 Funds(11553) | Other (HUD) |
| Southwest Counseling Solutions - Detroit CoC - PREVENTION SSVF Veteran's Program 2011-2019(9867) | Homelessness Prevention (HUD) |
| Southwest Counseling Solutions - Detroit CoC - Rapid Rehousing Project(11040) | PH - Rapid Re-Housing (HUD) |

| Southwest Counseling Solutions | |
|--|---|
| Provider Page | Project Type |
| Southwest Counseling Solutions - Detroit CoC - RAPID RH SSVF Veteran's Program 2011-2019(9868) | PH - Rapid Re-Housing (HUD) |
| Southwest Counseling Solutions - Detroit CoC - MSHDA ESG HP(10409) | Homelessness Prevention (HUD) |
| Southwest Counseling Solutions - Detroit CoC - MSHDA ESG RRH(10410) | PH - Rapid Re-Housing (HUD) |
| SWCS - Detroit CoC - RA Consolidation (formerly S+C II [Chronic])(11558) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Coordinated Assessment Model - Detroit CoC - HARA Screenings(9703) | Coordinated Assessment (HUD) |
| Southwest Counseling Solutions - Detroit - RRH - ESG/CDBG (12793) | PH - Rapid Re-Housing (HUD) |
| Southwest Counseling Solutions - Detroit CoC - SSVF Motel (12962) | Emergency Shelter (HUD) |
| XXXCLOSED2021-Southwest Counseling Solutions - Detroit CoC - RRH - City ESG-CV(12571) | PH - Rapid Re-Housing (HUD) |

| Traveler's Aid Society | |
|--|---|
| Provider Page | Project Type |
| MDHHS - Traveler's Aid Society - Detroit CoC - Shelter Plus Care (12789) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| TASMD-Detroit CoC - Beit(122) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| TASMD- Detroit CoC - Project Infinity(123) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |

| Wayne Metro Community Action Agency | |
|---|---|
| Provider Page | Project Type |
| City of Detroit ESG - Wayne Metro RRH (11629) | PH - Rapid Re-Housing (HUD) |
| MSHDA CRF- Eviction Diversion (EDP) - Wayne Metro-Detroit CoC(12775) | Homelessness Prevention (HUD) |
| Wayne Metro CAA - Detroit CoC - PSH(12710) | PH - Permanent Supportive Housing (disability required for entry) (HUD) |
| Wayne Metro CAA - Detroit CoC - RRH - State ESG-CV(12425) | PH - Rapid Re-Housing (HUD) |
| Wayne Metro CAA - Detroit CoC - EHV/RRH Case Mgt. - City ESG-CV (13121) | PH - Rapid Re-Housing (HUD) |
| Wayne Metro CAA - Detroit CoC - EHV/RRH Case Mgt. - State ESG-CV (13122) | PH - Rapid Re-Housing (HUD) |
| Wayne Metro CAA - Detroit CoC - Hotel – CERA (13277) | Emergency Shelter (HUD) |
| Wayne Metro CAA - Detroit CoC - Hotel to Housing - ERAP II (13219) | Emergency Shelter (HUD) |
| Wayne Metro CAA - Detroit CoC - RRH - City ESG-CV (12861) | PH - Rapid Re-Housing (HUD) |
| XXXClosed2021-Wayne Metro CAA - Detroit - Prevention - City ESG-CV(12826) | Homelessness Prevention (HUD) |

Appendix D: Substantiated Grievances Scoring

Client Grievance Scale

This scale was developed to be used as a tool to evaluate the severity of **substantiated** consumer grievances received by the Detroit Continuum of Care filed against any CoC Funded Agencies. [Follow this link](#) for more information on how grievances are substantiated in the CoC. This scale will be integrated into the evaluation process for all renewal projects in the annual CoC Funding Competition. A range of 0-5 points will be deducted from the **project's** score based upon the severity of the grievance. An additional 5-10 points may be deducted from all projects within an **agency** if the agency is noncompliant with the grievance process and/or if retaliation occurs against a client for filing a grievance (up to 5 points for each action – noncompliance and retaliation). If an agency has a substantiated grievance for a NON-CoC funded homeless program, the funding entity is given discretion on whether to deduct points from their annual funding assessment of the program. However, if the agency is noncompliant with the grievance process and/or if there is evidence of retaliation against the client, 5 – 10 points may still be deducted from all of that agency's CoC funded projects. Retaliation is defined within the grievance procedure. Noncompliance is defined as refusal of the agency to respond to the request(s) for information related to the grievance and/or refusal to carry out follow-up required by the committee.

Procedure:

Client grievances will be reviewed by the Grievance Review Committee (a committee of CoC Board Members), as described in the policy linked above. If the grievance is substantiated, a rating from 0-5 will be given by the committee following the review of the grievance. Each individual committee member will assign a score based upon the severity of the grievance. The committee may use ½ points when assigning a rating. Those scores will then be averaged to determine the final number of points assigned to that grievance. The assigned points will be deducted from the score of the **project** the grievance was filed against. The scoring examples below are given to guide the committee when assigning a point value to the grievance, and are **not meant to be an exhaustive list** of the types of situations that could result in a specific score given. The CoC Lead Agency will track grievance scores and report them to the full board quarterly.

Mild Severity: 0-1

Examples

- Agency provided the client with Inadequate case management
- Agency did not clearly explain policies/procedures to the client

Medium Severity: 2 to 3

Examples

- Provider's actions violated a programmatic policy or procedure other than a regulatory requirement
- Provider misinterpreted a HUD regulation

Extreme Severity: 4 to 5

Examples

- Situation resulted in client being unlawfully evicted
- Situation resulted in client losing other viable housing opportunities
- Provider's actions violated a HUD regulation
- Agency violated the CoC's Equal Access/Anti-Discrimination Policy

Scenario 1:

A grievance filed against an agency's PSH project is substantiated. The committee gives it a final score of 2. Agency had complied with all requests for information and there was no evidence of retaliation against the client. They also carried out the follow up required by the committee. Two (2) points will be deducted from this **project's** renewal score in the competition. No points will be deducted from any other projects in the agency.

Scenario 2:

A grievance filed against an agency's RRH project is substantiated. The committee gives it a final score of 3. The agency had not complied with requests for information and there evidence of retaliation against the client. Thirteen (13) points will be deducted from the **project's** renewal score in the competition. Ten (10) points will be deducted from the score of all other projects implemented by the **agency**.

Following are the scoring rubrics used to review and evaluate the new project applications received by the CoC in the FY2022 CoC competition. Rubrics for the following types of applications are as follows (note: these are the only types of new project applications reviewed for submission in this year's competition):

CoC Bonus Funding:

- Expansion PSH (Project-based projects)
- Expansion PSH (Scattered-site projects)
- New RRH
- Expansion HMIS

DV Bonus Funding:

- Expansion TH-RRH
- New TH-RRH

Scoring Sheet for Expansion PSH Projects (Project Based)

Applicant Agency: _____

Reviewer Name: _____

Instructions:

After reviewing the section of the application, give a score. A range of suggested points is given for each component. Reviewers may award points anywhere along the scale. Reviewers may also award half (½) points if they choose.

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| 1. 2. 3. 4. | <p><u>Applicant Experience & Capacity (5 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 points should be awarded if applicant meets all the following: <ul style="list-style-type: none"> ○ A clear description is provided of the applicant and any subrecipients' experience providing the services being proposed in the application (question 1) ○ Demonstration of strong organizational and management structure for applicant and subrecipient (question 2) ○ If subrecipients are identified (question 3), role of each entity is clearly described • 2 – 4: Points in this range should be awarded if the above items (that apply) are not fully or clearly met • 0 – 1: Points in this range should be awarded if very few of the above items (that apply) are met <p><u>Comments</u></p> | |
| | | |
| 5. | <p><u>Leveraging Experience (2 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 2: Applicant and sub-recipient clearly demonstrate experience leveraging other resources • 1: Some, but not a lot, of experience leveraging other resources • 0: Applicant states no experience leveraging other funds <p><u>Comments</u></p> | |
| | | |
| 6. | <p><u>Capacity to Receive New CoC Funding (7 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 – 7: Response given clearly indicates the agency has the administrative and staffing capacity to take on additional CoC funding. The response describes how the agency will either bring on additional staff to manage the additional funding, or how current staff will be able to absorb the additional work. • 2 – 4: Response given does not clearly communicate that the agency has the | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>administrative or staffing capacity to take on new funding, and/or the response given does not clearly communicate how agency capacity will be increased to take on additional funding.</p> <ul style="list-style-type: none"> • 0 – 1: Overall, there are significant concerns about the agency’s capacity to expand its project and take on additional CoC funding. <p><u>Comments</u></p> | |
| 7. | <p><u>Experience Ramping Up New Projects (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Response clearly describes the most recent experience the agency has had ramping up new or expanded programming (note: response could have described a non-homeless program, if that was the most recent project the agency had to ramp up). The response articulates what challenges, if any, the agency experienced during that project’s ramp-up and steps the agency will take to prevent similar challenges if it receives the requested expansion funding. • 2 -3: Response does not clearly describe experience ramping up a project or it is not clear how agency would avoid the same challenges in ramping up this project as it has experienced in the past. • 0 – 1: No clear indication agency has any experience ramping up projects or would be able to successfully ramp up if it received the requested expansion funding. <p><u>Comments</u></p> | |
| 10. | <p><u>Project Description (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Response addresses each sub-part in question 10 (a-f) in a clear, concise, yet comprehensive manner; entire scope of the project is addressed; response is consistent with other parts of the application. • 2 - 3: Response could have been clearer; some of the sub-parts in question 10 (a-f) not fully addressed; some responses seem contradictory with other parts of the application. • 0 - 1: Response is lacking in clarity and description; some of the sub-parts of question 10 (a-f) not addressed at all; no consistency with the rest of the application. <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| 11. | <p><u>Service Model Description (8 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 7 - 8: Response addresses each sub-part in question 11 (a-e) in a clear, concise, yet comprehensive manner, and the following are included in the response: <ul style="list-style-type: none"> ○ A clear description of the different positions and roles of the staff team (part a) ○ The frequency and intensity of services, and the extent that those services are provided in-person (part b) ○ Supportive services or on-call crisis staff are available outside of typical business hours (part c) ○ The agency has a clear process for tracking and facilitating referrals and for providing transportation as needed (part d) ○ The agency has a clear plan for providing staff training; the description provide aligns with the information given in the “staff development and training” portion of the PSH budget spreadsheet (part e) • 4 – 6: The response given meets most, but not all, of the points given in parts a - e as described above. • 1 – 3: The response given meets few of the points given in parts a – e as described above. • 0: Response is significantly lacking in describing the service model to be used. <p><u>Comments</u></p> | |
| 12. | <p><u>Project Timeline (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Applicant provides a clear description of how the project will be ramped up, including how costs incurred during the ramp up phase will be covered if they cannot be covered by the CoC grant. The estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is no more than 3 months/90 days after the execution of the grant agreement. • 2 -3: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work could have been clearer. It is not entirely clear that the agency will be able to cover costs during the ramp-up phase with non-CoC funds. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is no more than 3 months/90 days after the execution of the grant agreement. • 0 -1: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work was significantly lacking in detail and clarity. Could. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is greater than 3 months/90 days after the execution of the grant agreement. | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <u>Comments</u> | |
| 13. | <p><u>Peer Supports (2 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 2: Applicant clearly demonstrates that peer support specialists are fully integrated into their service delivery model. Response clearly describes how peer support specialists are part of the service team to enhance supports and services to clients. Applicant clearly demonstrates that peer support specialists are provided adequate, on-going training and receive regular supervision and support on the job. • 1: Description of how peer support specialists are incorporated into the service delivery model could have been stronger. Description of peer support specialists training and supervision was lacking. • 0: No evidence that applicant has incorporated the use of peer support specialists in the delivery of services. <p><u>Comments</u></p> | |
| 14. | <p><u>Inclusion of Persons with Lived Experience (6 maximum)</u> Suggested scoring scale:</p> <ul style="list-style-type: none"> • 5 – 6: Responses clearly demonstrate the agency purposefully and intentionally incorporates PWLE throughout the agency, including within decision-making structures. • 3 – 4: Some, but not strong, evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 1 – 2: Very little evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 0: No clear evidence that agency incorporates PWLE <p><u>Comments</u></p> | |
| 15. | <p><u>Obtaining and Maintaining Permanent Housing (8 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 6– 8: Applicant provides strong, clear, detailed, and logical descriptions to the specific items asked in the question and addresses how participants will be assisted to obtain and maintain permanent housing. Applicant clearly describes how they will identify and address barriers to housing, how client choice will be incorporated into the housing search process, and how landlords will be engaged. • 3–5: Applicant provides a response to each question, however, some or all of the | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>responses are lacking in detail, clarity, and/or logic. It is not clear the extent to which the applicant has experience providing services that assist clients with accessing/ maintaining permanent housing. Any description of barriers clients may be facing is lacking.</p> <ul style="list-style-type: none"> • 0 – 2: Responses to questions are significantly lacking. There is little to no evidence that the applicant has experience providing services that assist clients with accessing or maintaining permanent housing. Little to no description of barriers faced by clients. <p><u>Comments</u></p> | |
| 16. | <p><u>Increasing Employment/Income (4 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 3 – 4: Applicant provides strong, clear, specific description of how they assist clients to increase their employment and/or other income (including SSI/SSDI). It is clear from the response the applicant has experience providing services assisting clients with increasing income. • 1 –2: Description given of how clients are assisted to increase employment/income could have been stronger. It is not clear the extent to which the applicant has experience providing services assisting clients with increasing income. • 0: No evidence the applicant has experience assisting clients with increasing employment/income. <p><u>Comments</u></p> | |
| 17. | <p><u>Enrolling Clients in Medicaid and Linking to Other Mainstream Resources (3 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 3: Applicant clearly describes specific activities that are in place to ensure clients are enrolled in Medicaid and accessing mainstream resources. • 1-2: Description of how clients will be enrolled in Medicaid or access mainstream resources was not clearly described and/or lacked specificity. • 0: Response provided little information on a plan or process to assist clients with enrolling in Medicaid or accessing mainstream resources. <p><u>Comments</u></p> | |
| 18. | <p><u>Client to Case Manager Ratio (5 maximum)</u> Suggested Scoring Scale</p> | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <ul style="list-style-type: none"> • 5: Caseloads already do not exceed 1:20. Staff either have no other clients on their caseloads, or if they do, those clients are also in a PSH program (question 18c). • 4: Caseloads currently exceed 1:20, but applicant was able to demonstrate that if this project received expansion funding, the caseloads would not exceed 1:20. If staff from this project have other clients on their caseloads, those clients are also in a PSH program (question 18c). • 3: Caseloads currently exceed 1:20, and applicant was not able to clearly demonstrate that receiving expansion funding would reduce the caseloads to 1:20 or less. If staff from this project have other clients on their caseloads, those clients are also in a PSH program (question 18c). • 1-2: Caseloads currently exceed 1:20, and applicant was not able to clearly demonstrate that receiving expansion funding would reduce the caseloads to 1:20 or less. If staff from this project have other clients on their caseloads, those clients are in a program <i>other than PSH</i> (question 18c). • 0: No indication that the project would have caseloads less than 1:20. <p><u>Comments</u></p> | |
| 19. 20. | <p><u>Improvement in Project Quality and Client Outcomes (12 maximum)</u> Suggested scoring scale:</p> <ul style="list-style-type: none"> • 9-12: Response to both questions (19 and 20) clearly articulate how additional funding would improve project quality and improve client outcomes. Applicant provides specific expected improvements in overall project quality (question 19). If applicant is requesting funds to expand supportive services to lower the client-to-case manager ratio (question 20), the response clearly articulates how having a lower ratio is anticipated to improve client outcomes. • 5-8: The response given to both questions only partially articulates improvements in overall project quality or client outcomes. If applicant is requesting funds to expand supportive services to lower the client-to-case manager ratio (question 20), response does not clearly articulate how a lower ratio would result in improved client outcomes. • 0-4: Based on the response given to both questions, the reviewer is unable to clearly determine how increased funding would result in improved project quality or client outcomes. <p><u>Comments</u></p> | |
| 22. Attachments #18 - #20 | <p><u>Site Description (15 maximum)</u> Suggested scoring scale:</p> | |

| Reference Application Question | Scoring Component | Score |
|---|---|-------|
| (as applicable) | <ul style="list-style-type: none"> ● 10-15: The responses to parts a – g demonstrate the proposed site seems to be suitable as PSH; a clear plan is given to make provision for any programming/clients at the site currently (if applicable); the description of the units clearly state residents will have private sleeping quarters, private bathing facilities, and a place to prepare and store food. A timeline and funding for rehab work (if needed) is clearly described and funding identified appears to be adequate for work to be done. Applicant demonstrates commitments from other funding sources (attachment #20). Attachment #18 demonstrates applicant has site control via a deed or long-term lease agreement. ● 6-10: The responses given parts a – g are answered, but may be a bit lacking in completeness or clarity. If rehab work is needed, the timeline for completing the work and/or funding for competition does not clearly demonstrate work can be completed within a reasonable amount of time. Few or no other sources of funding commit to the project are identified (attachment #20). Attachment #18 demonstrates applicant has site control via a deed or long-term lease agreement. ● 0 - 5: The responses given to parts a – g do not demonstrate the proposed site would be appropriate for PSH; there is little to no description on provision to be made for programming/clients at the site currently (if applicable); the description of the units does not provide the specifics sought in part g. If rehab work is needed, insufficient funds are identified and/or timeline for completion is unclear. No other sources of funding commit to the project are identified (attachment #20). It is not clear if agency has site control (attachment #18). <p><u>Comments</u></p> | |
| 23. 24. 25. Attach. #3 Attach. #4 Attach. #5 | <p><u>Housing First (10 maximum)</u></p> <p>The responses to the referenced application questions and attachments should be reviewed for the extent to which they address Housing First, including references to the following:</p> <ul style="list-style-type: none"> ● Client agreement to participate in services is not required for housing ● Agency describes how it engages with clients who are resistant to receiving services. ● Agency describes how it engages with clients who are non-compliant with medication or treatment and/or have behavioral concerns to assist the client with maintaining their housing. ● Agency has an eviction prevention policy that clearly demonstrates attempts are made to prevent evictions whenever possible. A distinction should be made between preventing evictions and preventing program terminations. (Attachment #3) ● Agency has a program termination policy that clearly demonstrates attempts are made to prevent program terminations whenever possible. A distinction should be made between preventing program terminations and preventing evictions. (Attachment #4) ● Lease/occupancy agreements have no limit on length of stay, nor do they require participation in services. Current PSH providers must provide a copy of a lease or sub-lease agreement for a current client in one of the PSH projects. (Attachment | \$ |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>#5)</p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 8 -10: Applicant provides a strong description of how Housing First is implemented; all, or almost all, of the points addressed and point to the agency’s experience in providing housing with a Housing First approach. The content of the attachments provides additional evidence the agency embraces and practices Housing First and takes all steps possible to keep clients housed. • 4 - 7: Description of how agency implements Housing First could have been stronger; not clear applicant has fully incorporated a Housing First model within its service delivery; not all of the points above are referenced. Attachments do not clearly support the narrative responses. • 0 - 3: No clear evidence applicant understands or has incorporated Housing First within its service delivery model. Required attachments are either missing or content therein does not support narrative responses. <p><u>Comments</u></p> | |
| PSH Budget Spreadsheet | <p><u>Budget (20 maximum)</u></p> <p><i>Note to reviewers on PSH budget spreadsheet:</i></p> <p>The budget spreadsheet required applicants to provide an overall project budget for reviewers to better understand how the PSH project is structured and the resources used to support the project. The spreadsheet also asks applicants to provide detailed information on how the requested CoC funding would be used. The budget spreadsheet also requires applicants to provide information on the staffing structure of the project (Tab B) to give reviewers a clearer picture of the personnel committed to the project and understand the staff-to-client ratios.</p> <p>The information given in the budget spreadsheet should complement and align with other parts of the application. For example, the information given on Tab B (Total Personnel & Ratios) should align with the response given in question 18 of the application (Client to Case Manager Ratio). Question 11 of the project application asks about staff training and development, while Tab C budget spreadsheet (Total Project Budget) asks for information on costs related to staff training and development. The responses given in these two areas should complement each other.</p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 15 - 20: The tabs in the spreadsheet are filled out in a comprehensive enough manner to give the reviewer a full understanding of the project’s staffing structure, and sources and use of funds committed to the project. <u><i>Tab C (Total Project Budget) and Tab E (Other Sources of Revenue & Cash Match) clearly indicate other sources of funding, besides the CoC funding requested, to support the supportive services portion of the project.</i></u> Tab D (CoC Funding Request) provides detail sufficient for the reviewer to understand how the requested CoC funding would be used. The budget complements and aligns with other portions of the project application. The information given in the budget spreadsheet demonstrates the | |

| Reference Application Question | Scoring Component | Score |
|---|--|-------|
| | <p>PSH project is well developed and adequately staffed and resourced (or would be adequately staffed/resourced if CoC funding was awarded).</p> <ul style="list-style-type: none"> <p>8 - 14: The information given in the spreadsheet is somewhat lacking in providing the reviewer a full understanding of the project’s staffing structure, and sources and use of funds committed to the project. <u>Tab C (Total Project Budget) and Tab E (Other Sources of Revenue & Cash Match) do not clearly indicate other sources of funding, besides the CoC funding requested, to support the supportive services portion of the project.</u> Tab D (CoC Funding Request) provides some, but not sufficient, detail for the reviewer to understand how the requested CoC funding would be used. The budget mostly aligns with other portions of the project application. Based on the information in the budget spreadsheet, it is unclear how well-developed the PSH project is. It is also not fully clear how the requested CoC funding would allow the project to be adequately staffed or resourced.</p> <p>0 - 7: The information given in the spreadsheet is significantly lacking in providing the reviewer a full understanding of the project’s staffing structure, and sources and use of funds committed to the project. <u>Tab C (Total Project Budget) and Tab E (Other Sources of Revenue & Cash Match) do not indicate any other sources of funding, besides the CoC funding requested, to support the supportive services portion of the project.</u> Tab D (CoC Funding Request) provides very little detail for the reviewer to understand how the requested CoC funding would be used. There is very little alignment with other portions of the project application. Based on the information in the budget spreadsheet, there is a great deal of unclarity and uncertainty in how the project has been developed. Doubts that the CoC funding requested would allow the project to be adequately staffed or resourced.</p> <p><u>Comments</u></p> | |
| <p>PSH Budget Spreadsheet and Attachments #16</p> | <p>Match (3 maximum) Suggested Scoring Scale: Note: Match documentation was not a required attachment, but additional pts given if included</p> <ul style="list-style-type: none"> <p>3: In the PSH Budget spreadsheet in tabs E (Other Revenue and Cash Match) and F (In-Kind and Match Summary) clearly state the sources and amounts of match for this project. In tab F, the “Total Match Identified for the CoC Program” is equal to, or greater than, the total match required for the funding request. Written match documentation included with application for all matching sources. Written documentation indicates match would be available for the project in 2022.</p> <p>2: In the PSH Budget spreadsheet in tabs E (Other Revenue and Cash Match) and F (In-Kind and Match Summary) clearly state the sources and amounts of match for this project. In tab F, the “Total Match Identified for the CoC Program” is equal to, or greater than, the total match required for the funding request. Any documentation of match sources submitted indicate match would be available for the project in 2022.</p> <p>0-1: In the PSH Budget spreadsheet in tabs E (Other Revenue and Cash Match) and F (In-Kind and Match Summary) are not fully completed and/or the amount of</p> | |

| Reference Application Question | Scoring Component | Score |
|---|--|----------|
| | <p>match identified is less than the amount required. No match documentation provided.</p> <p><u>Comments</u></p> | |
| Attach #1 | <p><u>Review of Agency Financial Audit (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year in the agency’s financial audit (not the A-133 audit).</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with CoC Grant (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with CoC grants.</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with Other Federal Grants (besides CoC grants) (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with Federal grants <i>other than</i> CoC grants.</p> | |
| Attachments #6 - #10 (if applicable) | <p><u>Review of HUD CoC Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the CoC program monitoring report for which no Corrective Action Plan was submitted by HUD’s deadlines, or Correction Action Plan submitted did not meet HUD’s approval.</p> | |
| Attachments #11 - #15 (if applicable) | <p><u>Review of City of Detroit Homeless Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the City of Detroit Homeless program monitoring report for which no Corrective Action Plan was submitted by City of Detroit’s deadlines, or Correction Action Plan submitted did not meet City of Detroit’s approval.</p> | |
| | | |
| <p><u>Renewal Project(s) Performance: Component #1 (Income & Employment Outcomes)</u> <i>Maximum Possible: 6</i> This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 6 points possible for this component (XX%).</p> | | X |
| <p><u>Current Project Performance: Component #2 (Housing Outcomes)</u> <i>Maximum Possible: 8</i> This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 8 points possible for this component (XX%).</p> | | X |
| <p><u>Current Project Performance: Component #3 (Financial Performance)</u> <i>Maximum Possible: 3</i> This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 3 points possible for this component (XX%).</p> | | X |
| <p><u>Current Project Performance: Component #7 (CAM Participation)</u></p> | | X |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| | <p>Maximum Possible: 5 This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 5 points possible for this component (XX%).</p> | |
| | <p>Per Unit Costs Maximum Possible: 3 The per-unit costs for each project will be calculated based on the budgets and number of units proposed. Points will be assigned based on the extent to which the project's per unit cost compares to the average per-unit costs of the other new PSH project applications. HAND staff have calculated these averages and assigned points accordingly. Details on how this score was determined is available here.</p> | X |
| | TOTAL SCORE | |
| | Total Points Possible For This Application | |

ADDITIONAL REVIEWER NOTES

Scoring Sheet for Expansion PSH Projects (Scattered Site)

Applicant Agency: _____

Reviewer Name: _____

Instructions:

After reviewing the section of the application, give a score. A range of suggested points is given for each component. Reviewers may award points anywhere along the scale. Reviewers may also award half (½) points if they choose.

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| 1. 2. 3. 4. | <p><u>Applicant Experience & Capacity (5 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 points should be awarded if applicant meets all the following: <ul style="list-style-type: none"> ○ A clear description is provided of the applicant and any subrecipients' experience providing the services being proposed in the application (question 1) ○ Demonstration of strong organizational and management structure for applicant and subrecipient (question 2) ○ If subrecipients are identified (question 3), role of each entity is clearly described • 2 – 4: Points in this range should be awarded if the above items (that apply) are not fully or clearly met • 0 – 1: Points in this range should be awarded if very few of the above items (that apply) are met <p><u>Comments</u></p> | |
| | | |
| 5. | <p><u>Leveraging Experience (2 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 2: Applicant and sub-recipient clearly demonstrate experience leveraging other resources • 1: Some, but not a lot, of experience leveraging other resources • 0: Applicant states no experience leveraging other funds <p><u>Comments</u></p> | |
| | | |
| 6. | <p><u>Capacity to Receive New CoC Funding (7 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 – 7: Response given clearly indicates the agency has the administrative and staffing capacity to take on additional CoC funding. The response describes how the agency will either bring on additional staff to manage the additional funding, or how current staff will be able to absorb the additional work. • 2 – 4: Response given does not clearly communicate that the agency has the | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>administrative or staffing capacity to take on new funding, and/or the response given does not clearly communicate how agency capacity will be increased to take on additional funding.</p> <ul style="list-style-type: none"> • 0 – 1: Overall, there are significant concerns about the agency’s capacity to expand its project and take on additional CoC funding. <p><u>Comments</u></p> | |
| 7. | <p><u>Experience Ramping Up New Projects (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Response clearly describes the most recent experience the agency has had ramping up new or expanded programming (note: response could have described a non-homeless program, if that was the most recent project the agency had to ramp up). The response articulates what challenges, if any, the agency experienced during that project’s ramp-up and steps the agency will take to prevent similar challenges if it receives the requested expansion funding. • 2 -3: Response does not clearly describe experience ramping up a project or it is not clear how agency would avoid the same challenges in ramping up this project as it has experienced in the past. • 0 – 1: No clear indication agency has any experience ramping up projects or would be able to successfully ramp up if it received the requested expansion funding. <p><u>Comments</u></p> | |
| 10. | <p><u>Project Description (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Response addresses each sub-part in question 10 (a-f) in a clear, concise, yet comprehensive manner; entire scope of the project is addressed; response is consistent with other parts of the application. • 2 - 3: Response could have been clearer; some of the sub-parts in question 10 (a-f) not fully addressed; some responses seem contradictory with other parts of the application. • 0 - 1: Response is lacking in clarity and description; some of the sub-parts of question 10 (a-f) not addressed at all; no consistency with the rest of the application. <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score |
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| 11. | <p><u>Service Model Description (8 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 7 - 8: Response addresses each sub-part in question 11 (a-e) in a clear, concise, yet comprehensive manner, and the following are included in the response: <ul style="list-style-type: none"> ○ A clear description of the different positions and roles of the staff team (part a) ○ The frequency and intensity of services, and the extent that those services are provided in-person (part b) ○ Supportive services or on-call crisis staff are available outside of typical business hours (part c) ○ The agency has a clear process for tracking and facilitating referrals and for providing transportation as needed (part d) ○ The agency has a clear plan for providing staff training; the description provide aligns with the information given in the “staff development and training” portion of the PSH budget spreadsheet (part e) • 4 – 6: The response given meets most, but not all, of the points given in parts a - e as described above. • 1 – 3: The response given meets few of the points given in parts a – e as described above. • 0: Response is significantly lacking in describing the service model to be used. <p><u>Comments</u></p> | |
| 12. | <p><u>Project Timeline (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Applicant provides a clear description of how the project will be ramped up, including how costs incurred during the ramp up phase will be covered if they cannot be covered by the CoC grant. The estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is no more than 3 months/90 days after the execution of the grant agreement. • 2 -3: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work could have been clearer. It is not entirely clear that the agency will be able to cover costs during the ramp-up phase with non-CoC funds. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is no more than 3 months/90 days after the execution of the grant agreement. • 0 -1: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work was significantly lacking in detail and clarity. Could. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is greater than 3 months/90 days after the execution of the grant agreement. | |

| Reference Application Question | Scoring Component | Score |
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| | <u>Comments</u> | |
| 13. | <p><u>Peer Supports (2 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 2: Applicant clearly demonstrates that peer support specialists are fully integrated into their service delivery model. Response clearly describes how peer support specialists are part of the service team to enhance supports and services to clients. Applicant clearly demonstrates that peer support specialists are provided adequate, on-going training and receive regular supervision and support on the job. • 1: Description of how peer support specialists are incorporated into the service delivery model could have been stronger. Description of peer support specialists training and supervision was lacking. • 0: No evidence that applicant has incorporated the use of peer support specialists in the delivery of services. <p><u>Comments</u></p> | |
| 14. | <p><u>Inclusion of Persons with Lived Experience (6 maximum)</u> Suggested scoring scale:</p> <ul style="list-style-type: none"> • 5 – 6: Responses clearly demonstrate the agency purposefully and intentionally incorporates PWLE throughout the agency, including within decision-making structures. • 3 – 4: Some, but not strong, evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 1 – 2: Very little evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 0: No clear evidence that agency incorporates PWLE <p><u>Comments</u></p> | |
| 15. | <p><u>Obtaining and Maintaining Permanent Housing (8 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 6– 8: Applicant provides strong, clear, detailed, and logical descriptions to the specific items asked in the question and addresses how participants will be assisted to obtain and maintain permanent housing. Applicant clearly describes how they will identify and address barriers to housing, how client choice will be incorporated into the housing search process, and how landlords will be engaged. • 3–5: Applicant provides a response to each question, however, some or all of the | |

| Reference Application Question | Scoring Component | Score |
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| | <p>responses are lacking in detail, clarity, and/or logic. It is not clear the extent to which the applicant has experience providing services that assist clients with accessing/ maintaining permanent housing. Any description of barriers clients may be facing is lacking.</p> <ul style="list-style-type: none"> • 0 – 2: Responses to questions are significantly lacking. There is little to no evidence that the applicant has experience providing services that assist clients with accessing or maintaining permanent housing. Little to no description of barriers faced by clients. <p><u>Comments</u></p> | |
| 16. | <p><u>Increasing Employment/Income (4 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 3 – 4: Applicant provides strong, clear, specific description of how they assist clients to increase their employment and/or other income (including SSI/SSDI). It is clear from the response the applicant has experience providing services assisting clients with increasing income. • 1 –2: Description given of how clients are assisted to increase employment/income could have been stronger. It is not clear the extent to which the applicant has experience providing services assisting clients with increasing income. • 0: No evidence the applicant has experience assisting clients with increasing employment/income. <p><u>Comments</u></p> | |
| 17. | <p><u>Enrolling Clients in Medicaid and Linking to Other Mainstream Resources (3 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 3: Applicant clearly describes specific activities that are in place to ensure clients are enrolled in Medicaid and accessing mainstream resources. • 1-2: Description of how clients will be enrolled in Medicaid or access mainstream resources was not clearly described and/or lacked specificity. • 0: Response provided little information on a plan or process to assist clients with enrolling in Medicaid or accessing mainstream resources. <p><u>Comments</u></p> | |
| 18. | <p><u>Client to Case Manager Ratio (5 maximum)</u> Suggested Scoring Scale</p> | |

| Reference Application Question | Scoring Component | Score |
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| | <ul style="list-style-type: none"> • 5: Caseloads already do not exceed 1:20. Staff either have no other clients on their caseloads, or if they do, those clients are also in a PSH program (question 18c). • 4: Caseloads currently exceed 1:20, but applicant was able to demonstrate that if this project received expansion funding, the caseloads would not exceed 1:20. If staff from this project have other clients on their caseloads, those clients are also in a PSH program (question 18c). • 3: Caseloads currently exceed 1:20, and applicant was not able to clearly demonstrate that receiving expansion funding would reduce the caseloads to 1:20 or less. If staff from this project have other clients on their caseloads, those clients are also in a PSH program (question 18c). • 1-2: Caseloads currently exceed 1:20, and applicant was not able to clearly demonstrate that receiving expansion funding would reduce the caseloads to 1:20 or less. If staff from this project have other clients on their caseloads, those clients are in a program <i>other than PSH</i> (question 18c). • 0: No indication that the project would have caseloads less than 1:20. <p><u>Comments</u></p> | |
| 19. 20. | <p><u>Improvement in Project Quality and Client Outcomes (12 maximum)</u> Suggested scoring scale:</p> <ul style="list-style-type: none"> • 9-12: Response to both questions (19 and 20) clearly articulate how additional funding would improve project quality and improve client outcomes. Applicant provides specific expected improvements in overall project quality (question 19). If applicant is requesting funds to expand supportive services to lower the client-to-case manager ratio (question 20), the response clearly articulates how having a lower ratio is anticipated to improve client outcomes. • 5-8: The response given to both questions only partially articulates improvements in overall project quality or client outcomes. If applicant is requesting funds to expand supportive services to lower the client-to-case manager ratio (question 20), response does not clearly articulate how a lower ratio would result in improved client outcomes. • 0-4: Based on the response given to both questions, the reviewer is unable to clearly determine how increased funding would result in improved project quality or client outcomes. <p><u>Comments</u></p> | |
| 21a-e. | <p><u>Relationships with Landlords (10 maximum)</u> Suggested scoring scale:</p> | |

| Reference Application Question | Scoring Component | Score | | | | | | | | | | | | | | |
|---|--|--------------------------|-----------------|---------|---------|---------|---------|-----|---------------|---|---|---|---|---|---|----|
| | <ul style="list-style-type: none"> ● 8 – 10: Response clearly demonstrates the applicant has successful experience working with landlords in recruiting their participation to make units available to clients. Response also clearly describes how the applicant successfully ensures on-going, positive relationships and communications with landlords are maintained. Applicant stated they had at least one landlord relationship-building event in 2021. ● 4 – 7: Response could have been stronger. It is not entirely clear how landlords are recruited to make their units available to clients. The applicant’s ability to maintain on-going, positive relationships and communications with the landlords is not clearly described and/or does not demonstrate that applicant has successful experience in this area. It was not clear whether the applicant had any landlord relationship-building event in 2021. ● 0 – 3: Response was significantly lacking. Little demonstration of past successful experience in working with landlords. <p><u>Comments</u></p> | | | | | | | | | | | | | | | |
| 21f. | <p>Landlord Relationships: Length of Time to Housing Move-in (5 maximum)</p> <p>Project will be scored based how the response compares with local community average of 79 days to move-in for CoC funded PSH. Scores should be awarded based on following scale based on the average length of time given by the applicant to question 21f. The response given by each applicant has been reviewed by staff, and the score to be earned is already filled in. However, if the reviewer has questions or concerns about this response given by the applicant, they make comments to be taken under additional consideration.</p> <p>Agency Response to question 21f: _____</p> <table border="1" data-bbox="298 1262 1230 1360"> <thead> <tr> <th>21f response (avg. days)</th> <th>78 days or less</th> <th>79 – 82</th> <th>83 – 86</th> <th>87 – 90</th> <th>91 – 93</th> <th>94+</th> </tr> </thead> <tbody> <tr> <td>Points earned</td> <td>5</td> <td>4</td> <td>3</td> <td>2</td> <td>1</td> <td>0</td> </tr> </tbody> </table> | 21f response (avg. days) | 78 days or less | 79 – 82 | 83 – 86 | 87 – 90 | 91 – 93 | 94+ | Points earned | 5 | 4 | 3 | 2 | 1 | 0 | XX |
| 21f response (avg. days) | 78 days or less | 79 – 82 | 83 – 86 | 87 – 90 | 91 – 93 | 94+ | | | | | | | | | | |
| Points earned | 5 | 4 | 3 | 2 | 1 | 0 | | | | | | | | | | |
| 23. 24. 25. Attach. #3 Attach. #4 Attach. #5 | <p>Housing First (10 maximum)</p> <p>The responses to the referenced application questions and attachments should be reviewed for the extent to which they address Housing First, including references to the following:</p> <ul style="list-style-type: none"> ● Client agreement to participate in services is not required for housing ● Agency describes how it engages with clients who are resistant to receiving services. ● Agency describes how it engages with clients who are non-compliant with medication or treatment and/or have behavioral concerns to assist the client with maintaining their housing. ● Agency has an eviction prevention policy that clearly demonstrates attempts are made to prevent evictions whenever possible. A distinction should be made between preventing evictions and preventing program terminations. (Attachment #3) ● Agency has a program termination policy that clearly demonstrates attempts are | \$ | | | | | | | | | | | | | | |

| Reference Application Question | Scoring Component | Score |
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| | <p>made to prevent program terminations whenever possible. A distinction should be made between preventing program terminations and preventing evictions. (Attachment #4)</p> <ul style="list-style-type: none"> Lease/occupancy agreements have no limit on length of stay, nor do they require participation in services. Current PSH providers must provide a copy of a lease or sub-lease agreement for a current client in one of the PSH projects. (Attachment #5) <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> 8 -10: Applicant provides a strong description of how Housing First is implemented; all, or almost all, of the points addressed and point to the agency’s experience in providing housing with a Housing First approach. The content of the attachments provides additional evidence the agency embraces and practices Housing First and takes all steps possible to keep clients housed. 4 - 7: Description of how agency implements Housing First could have been stronger; not clear applicant has fully incorporated a Housing First model within its service delivery; not all of the points above are referenced. Attachments do not clearly support the narrative responses. 0 - 3: No clear evidence applicant understands or has incorporated Housing First within its service delivery model. Required attachments are either missing or content therein does not support narrative responses. <p><u>Comments</u></p> | |
| PSH Budget Spreadsheet | <p><u>Budget (20 maximum)</u></p> <p><i>Note to reviewers on PSH budget spreadsheet:</i></p> <p>The budget spreadsheet required applicants to provide an overall project budget for reviewers to better understand how the PSH project is structured and the resources used to support the project. The spreadsheet also asks applicants to provide detailed information on how the requested CoC funding would be used. The budget spreadsheet also requires applicants to provide information on the staffing structure of the project (Tab B) to give reviewers a clearer picture of the personnel committed to the project and understand the staff-to-client ratios.</p> <p>The information given in the budget spreadsheet should complement and align with other parts of the application. For example, the information given on Tab B (Total Personnel & Ratios) should align with the response given in question 18 of the application (Client to Case Manager Ratio). Question 11 of the project application asks about staff training and development, while Tab C budget spreadsheet (Total Project Budget) asks for information on costs related to staff training and development. The responses given in these two areas should complement each other.</p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> 15 - 20: The tabs in the spreadsheet are filled out in a comprehensive enough manner to give the reviewer a full understanding of the project’s staffing structure, and sources and use of funds committed to the project. <i>Tab C (Total Project</i> | |

| Reference Application Question | Scoring Component | Score |
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| | <p><i>Budget) and Tab E (Other Sources of Revenue & Cash Match) clearly indicate other sources of funding, besides the CoC funding requested, to support the supportive services portion of the project.</i> Tab D (CoC Funding Request) provides detail sufficient for the reviewer to understand how the requested CoC funding would be used. The budget complements and aligns with other portions of the project application. The information given in the budget spreadsheet demonstrates the PSH project is well developed and adequately staffed and resourced (or would be adequately staffed/resourced if CoC funding was awarded).</p> <ul style="list-style-type: none"> • 8 - 14: The information given in the spreadsheet is somewhat lacking in providing the reviewer a full understanding of the project’s staffing structure, and sources and use of funds committed to the project. <i>Tab C (Total Project Budget) and Tab E (Other Sources of Revenue & Cash Match) do not clearly indicate other sources of funding, besides the CoC funding requested, to support the supportive services portion of the project.</i> Tab D (CoC Funding Request) provides some, but not sufficient, detail for the reviewer to understand how the requested CoC funding would be used. The budget mostly aligns with other portions of the project application. Based on the information in the budget spreadsheet, it is unclear how well-developed the PSH project is. It is also not fully clear how the requested CoC funding would allow the project to be adequately staffed or resourced. • 0 - 7: The information given in the spreadsheet is significantly lacking in providing the reviewer a full understanding of the project’s staffing structure, and sources and use of funds committed to the project. <i>Tab C (Total Project Budget) and Tab E (Other Sources of Revenue & Cash Match) do not indicate any other sources of funding, besides the CoC funding requested, to support the supportive services portion of the project.</i> Tab D (CoC Funding Request) provides very little detail for the reviewer to understand how the requested CoC funding would be used. There is very little alignment with other portions of the project application. Based on the information in the budget spreadsheet, there is a great deal of unclarity and uncertainty in how the project has been developed. Doubts that the CoC funding requested would allow the project to be adequately staffed or resourced. <p><u>Comments</u></p> | |
| PSH Budget Spreadsheet and Attachments #16 | <p>Match (3 maximum) Suggested Scoring Scale: Note: Match documentation was not a required attachment, but additional pts given if included</p> <ul style="list-style-type: none"> • 3: In the PSH Budget spreadsheet in tabs E (Other Revenue and Cash Match) and F (In-Kind and Match Summary) clearly state the sources and amounts of match for this project. In tab F, the “Total Match Identified for the CoC Program” is equal to, or greater than, the total match required for the funding request. Written match documentation included with application for all matching sources. Written documentation indicates match would be available for the project in 2022. • 2: In the PSH Budget spreadsheet in tabs E (Other Revenue and Cash Match) and F (In-Kind and Match Summary) clearly state the sources and amounts of match for this project. In tab F, the “Total Match Identified for the CoC Program” is equal to, | |

| Reference Application Question | Scoring Component | Score |
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| | <p>or greater than, the total match required for the funding request. Any documentation of match sources submitted indicate match would be available for the project in 2022.</p> <ul style="list-style-type: none"> • 0-1: In the PSH Budget spreadsheet in tabs E (Other Revenue and Cash Match) and F (In-Kind and Match Summary) are not fully completed and/or the amount of match identified is less than the amount required. No match documentation provided. <p><u>Comments</u></p> | |
| Attach #1 | <p><u>Review of Agency Financial Audit (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year in the agency’s financial audit (not the A-133 audit).</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with CoC Grant (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with CoC grants.</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with Other Federal Grants (besides CoC grants) (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with Federal grants <i>other than</i> CoC grants.</p> | |
| Attachments #6 - #10 (if applicable) | <p><u>Review of HUD CoC Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the CoC program monitoring report for which no Corrective Action Plan was submitted by HUD’s deadlines, or Correction Action Plan submitted did not meet HUD’s approval.</p> | |
| Attachments #11 - #15 (if applicable) | <p><u>Review of City of Detroit Homeless Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the City of Detroit Homeless program monitoring report for which no Corrective Action Plan was submitted by City of Detroit’s deadlines, or Correction Action Plan submitted did not meet City of Detroit’s approval.</p> | |
| <p><u>Renewal Project(s) Performance: Component #1 (Income & Employment Outcomes)</u></p> | | |
| <p><i>Maximum Possible: 6</i></p> | | |
| <p>This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 6 points possible for this component (XX%).</p> | | X |
| <p><u>Current Project Performance: Component #2 (Housing Outcomes)</u></p> | | |
| <p><i>Maximum Possible: 8</i></p> | | |
| <p>This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 8 points possible for this component (XX%).</p> | | X |
| <p><u>Current Project Performance: Component #3 (Financial Performance)</u></p> | | X |

| Reference Application Question | Scoring Component | Score |
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| | <p>Maximum Possible: 3</p> <p>This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 3 points possible for this component (XX%).</p> | |
| | <p>Current Project Performance: Component #7 (CAM Participation)</p> <p>Maximum Possible: 5</p> <p>This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 5 points possible for this component (XX%).</p> | X |
| | <p>Per Unit Costs Maximum Possible: 3</p> <p>The per-unit costs for each project will be calculated based on the budgets and number of units proposed. Points will be assigned based on the extent to which the project's per unit cost compares to the average per-unit costs of the other new PSH project applications. HAND staff have calculated these averages and assigned points accordingly. Details on how this score was determined is available here.</p> | X |
| | TOTAL SCORE | |
| | Total Points Possible For This Application | |

ADDITIONAL REVIEWER NOTES

Scoring Sheet for New RRH Projects

Applicant Agency: _____

Reviewer Name: _____

Instructions:

After reviewing the section of the application, give a score. A range of suggested points is given for each component. Reviewers may award points anywhere along the scale. Reviewers may also award half (½) points if they choose.

| Reference Application Question | Scoring Component | Score |
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| 1. 2. 3. 4. | <p><u>Applicant Experience & Capacity (5 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 points should be awarded if applicant meets all the following: <ul style="list-style-type: none"> ○ A clear description is provided of the applicant and any subrecipients' experience providing the services being proposed in the application (question 1) ○ Demonstration of strong organizational and management structure for applicant and subrecipient (question 2) ○ If subrecipients are identified (question 3), role of each entity is clearly described • 2 – 4: Points in this range should be awarded if the above items (that apply) are not fully or clearly met • 0 – 1: Points in this range should be awarded if very few of the above items (that apply) are met <p><u>Comments</u></p> | |
| | | |
| 5. | <p><u>Leveraging Experience (2 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 2: Applicant and sub-recipient clearly demonstrate experience leveraging other resources • 1: Some, but not a lot, of experience leveraging other resources • 0: Applicant states no experience leveraging other funds <p><u>Comments</u></p> | |
| | | |
| 6. | <p><u>Capacity to Receive New CoC Funding (7 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 – 7: Response given clearly indicates the agency has the administrative and staffing capacity to take on additional CoC funding. The response describes how the agency will either bring on additional staff to manage the additional funding, or how current staff will be able to absorb the additional work. • 2 – 4: Response given does not clearly communicate that the agency has the | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>administrative or staffing capacity to take on new funding, and/or the response given does not clearly communicate how agency capacity will be increased to take on additional funding.</p> <ul style="list-style-type: none"> • 0 – 1: Overall, there are significant concerns about the agency’s capacity to expand its project and take on additional CoC funding. <p><u>Comments</u></p> | |
| 7. | <p><u>Experience Ramping Up New Projects (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Response clearly describes the most recent experience the agency has had ramping up new or expanded programming (note: response could have described a non-homeless program, if that was the most recent project the agency had to ramp up). The response articulates what challenges, if any, the agency experienced during that project’s ramp-up and steps the agency will take to prevent similar challenges if it receives the requested expansion funding. • 2 -3: Response does not clearly describe experience ramping up a project or it is not clear how agency would avoid the same challenges in ramping up this project as it has experienced in the past. • 0 – 1: No clear indication agency has any experience ramping up projects or would be able to successfully ramp up if it received the requested expansion funding. <p><u>Comments</u></p> | |
| 9. | <p><u>Past Housing Outcomes (8 maximum)</u> <i>Outcome: Assisting tenants to remain stably housed or move to other permanent housing</i> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 7- 8: Provides clear description of past successes in keeping people stably housed; data provided is that at least 90% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides a clear and detailed description that demonstrates the agency has been successful in the past with helping people obtain/retain permanent housing. • 5- 6: Provides some description of past successes; data provided is that between 85% – 89% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides some description of how the agency has been successful in the past with helping people obtain/retain permanent housing, but this description could have been stronger. | |

| Reference Application Question | Scoring Component | Score |
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| | <ul style="list-style-type: none"> • 3-4: Description of past successes could have been stronger; data provided is that between 80%– 84% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides very little description of how the agency has been successful in the past with helping people obtain/retain permanent housing. • 1 - 2: Very little description given of past successes; data provided is that between 75 – 79% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response does not give any indication that the agency has had past success with helping people obtain/retain permanent housing. • 0: Regardless of description given, 0 points should be given if data provided is that fewer than 75% of persons met this outcome. No narrative description given for how the agency has had past success in this area. | |
| 10. | <p><u>Past Income/Employment Outcomes (9 maximum)</u> <i>Outcome: Assisting tenants with increasing income and employment</i> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 7- 9: Provides clear description of past successes in helping people increase their income (any cash income - either employment or benefits); data provided is that at least 20% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides a clear and detailed description that demonstrates the agency has been successful in the past with helping people obtain employment or income. • 4- 6: Provides some description of past successes in helping people increase their income (any cash income - either employment or benefits); data provided is that between 15 - 19% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides some description of how the agency has been successful in the past with helping people obtain employment or income, but this description could have been stronger. • 1-3: Description of past successes could have been stronger; data provided is that between 10 - 14% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response does not give any indication that the agency has had past success with helping people obtain employment or income. • 0: Regardless of description given, 0 points should be given if data provided is that fewer than 9% of persons met this outcome. No narrative description given for how the agency has had past success in this area. | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| 11. | <p><u>Project Description (10 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 8 -10: Response addresses each sub-part in question 11 (a-f) in a clear, concise, yet comprehensive manner; entire scope of the project is addressed; response is consistent with other parts of the application. • 4 - 6: Response could have been clearer; some of the sub-parts in question 11 (a-f) not fully addressed; some responses seem contradictory with other parts of the application. • 0 - 3: Response is lacking in clarity and description; some of the sub-parts of question 11 (a-f) not addressed at all; no consistency with the rest of the application. <p><u>Comments</u></p> | |
| 12. | <p><u>Service Model Description (8 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 7 - 8: Response addresses each sub-part in question 12 (a-e) in a clear, concise, yet comprehensive manner, and the following are included in the response: <ul style="list-style-type: none"> ○ A clear description of the different positions and roles of the staff team (part a) ○ The frequency and intensity of services, and the extent that those services are provided in-person (part b) ○ Supportive services or on-call crisis staff are available outside of typical business hours (part c) ○ The agency has a clear process for tracking and facilitating referrals and for providing transportation as needed (part d) ○ The agency has a clear plan for providing staff training (part e) • 4 – 6: The response given meets most, but not all, of the points given in parts a - e as described above. • 1 – 3: The response given meets few of the points given in parts a – e as described above. • 0: Response is significantly lacking in describing the service model to be used. <p><u>Comments</u></p> | |
| 13. | <p><u>Project Timeline (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Applicant provides a clear description of how the project will be ramped up, including how costs incurred during the ramp up phase will be covered if they cannot be covered by the CoC grant. The estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>project begins” is no more than 3 months/90 days after the execution of the grant agreement.</p> <ul style="list-style-type: none"> • 2 -3: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work could have been clearer. It is not entirely clear that the agency will be able to cover costs during the ramp-up phase with non-CoC funds. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is no more than 3 months/90 days after the execution of the grant agreement. • 0 -1: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work was significantly lacking in detail and clarity. Could. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is greater than 3 months/90 days after the execution of the grant agreement. <p><u>Comments</u></p> | |
| 14. | <p><u>Peer Supports (2 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 2: Applicant clearly demonstrates that peer support specialists are fully integrated into their service delivery model. Response clearly describes how peer support specialists are part of the service team to enhance supports and services to clients. Applicant clearly demonstrates that peer support specialists are provided adequate, on-going training and receive regular supervision and support on the job. • 1: Description of how peer support specialists are incorporated into the service delivery model could have been stronger. Description of peer support specialists training and supervision was lacking. • 0: No evidence that applicant has incorporated the use of peer support specialists in the delivery of services. <p><u>Comments</u></p> | |
| 15. | <p><u>Inclusion of Persons with Lived Experience (6 maximum)</u> Suggested scoring scale:</p> <ul style="list-style-type: none"> • 5 – 6: Responses clearly demonstrate the agency purposefully and intentionally incorporates PWLE throughout the agency, including within decision-making structures. • 3 – 4: Some, but not strong, evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 1 – 2: Very little evidence that agency incorporates PWLE throughout the agency and decision-making structures. | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| | <ul style="list-style-type: none"> • 0: No clear evidence that agency incorporates PWLE <p><u>Comments</u></p> | |
| 16. | <p><u>Obtaining and Maintaining Permanent Housing (8 maximum)</u></p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 6– 8: Applicant provides strong, clear, detailed, and logical descriptions to the specific items asked in the question and addresses how participants will be assisted to obtain and maintain permanent housing. Applicant clearly describes how they will identify and address barriers to housing, how client choice will be incorporated into the housing search process, and how landlords will be engaged. • 3 –5: Applicant provides a response to each question, however, some or all of the responses are lacking in detail, clarity, and/or logic. It is not clear the extent to which the applicant has experience providing services that assist clients with accessing/ maintaining permanent housing. Any description of barriers clients may be facing is lacking. • 0 – 2: Responses to questions are significantly lacking. There is little to no evidence that the applicant has experience providing services that assist clients with accessing or maintaining permanent housing. Little to no description of barriers faced by clients. <p><u>Comments</u></p> | |
| 17. | <p><u>Increasing Employment/Income (7 maximum)</u></p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 5 – 7: Applicant provides strong, clear, specific description of how they assist clients to increase their employment and/or other income (including SSI/SSDI). It is clear from the response the applicant has experience providing services assisting clients with increasing income. • 2 – 4: Description given of how clients are assisted to increase employment/income could have been stronger. It is not clear the extent to which the applicant has experience providing services assisting clients with increasing income. • 0 - 1: Very little, or no evidence the applicant has experience assisting clients with increasing employment/income. <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| 18. | <p><u>Enrolling Clients in Medicaid and Linking to Other Mainstream Resources (3 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 3: Applicant clearly describes specific activities that are in place to ensure clients are enrolled in Medicaid and accessing mainstream resources. • 1-2: Description of how clients will be enrolled in Medicaid or access mainstream resources was not clearly described and/or lacked specificity. • 0: Response provided little information on a plan or process to assist clients with enrolling in Medicaid or accessing mainstream resources. <p><u>Comments</u></p> | |
| 19. | <p><u>Client to Case Manager Ratio (5 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 5: Caseloads do not exceed 1:25. Staff either have no other clients on their caseloads, or if they do, those clients are also in a RRH program (question 19b). • 3: Caseloads do not exceed 1:25. If staff from this project have other clients on their caseloads, those clients are in a program other than RRH (question 19b). • 0: Caseloads are greater than 1:25, regardless of the response given in question 19b. <p><u>Comments</u></p> | |
| 22a-e. | <p><u>Relationships with Landlords (10 maximum)</u> Suggested scoring scale:</p> <ul style="list-style-type: none"> • 8 – 10: Response clearly demonstrates the applicant has successful experience working with landlords in recruiting their participation to make units available to clients. Response also clearly describes how the applicant successfully ensures on-going, positive relationships and communications with landlords are maintained. Applicant stated they had at least one landlord relationship-building event in 2021. • 4 – 7: Response could have been stronger. It is not entirely clear how landlords are recruited to make their units available to clients. The applicant’s ability to maintain on-going, positive relationships and communications with the landlords is not clearly described and/or does not demonstrate that applicant has successful experience in this area. It was not clear whether the applicant had any landlord relationship-building event in 2021. • 0 – 3: Response was significantly lacking. Little demonstration of past successful experience in working with landlords. <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score | | | | | | | | | | | | | | |
|---|---|---------------------------------|-----------------|---------|---------|--------|---------|-----|----------------------|---|---|---|---|---|---|----|
| 22f. | <p>Landlord Relationships: Length of Time to Housing Move-in (5 maximum)</p> <p>Project will be scored based how the response compares with local community average of 81 days to move-in for CoC funded RRH. Scores should be awarded based on following scale based on the average length of time given by the applicant to question 22f. The response given by each applicant has been reviewed by staff, and the score to be earned is already filled in. However, if the reviewer has questions or concerns about this response given by the applicant, they make comments to be taken under additional consideration.</p> <p>Agency Response to question 22f: _____</p> <table border="1" data-bbox="298 613 1230 716"> <tr> <td>22f response (avg. days)</td> <td>80 days or less</td> <td>81 – 84</td> <td>85 – 87</td> <td>88- 92</td> <td>93 – 95</td> <td>96+</td> </tr> <tr> <td>Points earned</td> <td>5</td> <td>4</td> <td>3</td> <td>2</td> <td>1</td> <td>0</td> </tr> </table> | 22f response (avg. days) | 80 days or less | 81 – 84 | 85 – 87 | 88- 92 | 93 – 95 | 96+ | Points earned | 5 | 4 | 3 | 2 | 1 | 0 | XX |
| 22f response (avg. days) | 80 days or less | 81 – 84 | 85 – 87 | 88- 92 | 93 – 95 | 96+ | | | | | | | | | | |
| Points earned | 5 | 4 | 3 | 2 | 1 | 0 | | | | | | | | | | |
| 23. 24. 25. Attach. #3 Attach. #4 Attach. #5 | <p>Housing First (10 maximum)</p> <p>The responses to the referenced application questions and attachments should be reviewed for the extent to which they address Housing First, including references to the following:</p> <ul style="list-style-type: none"> Client agreement to participate in services is not required for housing Agency describes how it engages with clients who are resistant to receiving services. Agency describes how it engages with clients who are non-compliant with medication or treatment and/or have behavioral concerns to assist the client with maintaining their housing. Agency has an eviction prevention policy that clearly demonstrates attempts are made to prevent evictions whenever possible. A distinction should be made between preventing evictions and preventing program terminations. (Attachment #3) Agency has a program termination policy that clearly demonstrates attempts are made to prevent program terminations whenever possible. A distinction should be made between preventing program terminations and preventing evictions. (Attachment #4) Lease/occupancy agreements have no limit on length of stay, nor do they require participation in services. Current RRH providers must provide a copy of a lease or sub-lease agreement for a current client in one of the RRH projects. (Attachment #5) <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> 8 -10: Applicant provides a strong description of how Housing First is implemented; all, or almost all, of the points addressed and point to the agency’s experience in providing housing with a Housing First approach. The content of the attachments provides additional evidence the agency embraces and practices Housing First and takes all steps possible to keep clients housed. 4 - 7: Description of how agency implements Housing First could have been stronger; not clear applicant has fully incorporated a Housing First model within its service delivery; not all of the points above are referenced. Attachments do not | | | | | | | | | | | | | | | |

| Reference Application Question | Scoring Component | Score |
|---------------------------------|--|-------|
| | <p>clearly support the narrative responses.</p> <ul style="list-style-type: none"> • 0 - 3: No clear evidence applicant understands or has incorporated Housing First within its service delivery model. Required attachments are either missing or content therein does not support narrative responses. <p><u>Comments</u></p> | |
| Budget Charts | <p><u>Budget (17 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 14 -17: All budget charts are calculated correctly, including the lines in the summary budget. Budget request is clear and logical given the overall application; quantity descriptions given clearly identify what is included in the request, including any FTE requests. The applicant demonstrates that there are other sources of funding committed to the project (as indicated in the budget charts or elsewhere in the application). The budget clearly demonstrates how the project will be able to achieve a 1:25 case manager to client ratio. • 10-13: All budget charts are calculated correctly, including the lines in the summary budget. Budget request is clear and logical given the overall application; quantity descriptions given clearly identify what is included in the request, including any FTE requests. Other sources of funding are only expected, not yet committed to the project (as indicated in the budget charts or elsewhere in the application). There are some questions how the budget will allow the project to achieve a 1:25 case manager to client ratio. • 6-9: Budget charts may be calculated correctly, but the budget is lacking in logic and connection to the overall application. Details in the “cost description” in the budget charts is lacking. Other funding sources may or may not be committed to the project. Little clarity on how the budget will allow the project to achieve a 1:25 case manager to client ratio. • 0-5: Significant deficiencies or unclarity questions about the requested budget. <p><u>Comments</u></p> | |
| Match Chart and Attachments #16 | <p><u>Match (3 maximum)</u> Suggested Scoring Scale: <i>Note: Match documentation was not a required attachment, but additional pts given if included</i></p> <ul style="list-style-type: none"> • 3: Calculated the correct match requirements; amount of match identified in match chart (part 3 of the budget section) are same as line 7 of the budget chart; matching source(s) are clearly identified, all relevant lines in the match chart are completed; written match documentation <i>included</i> with application for <i>ALL</i> matching sources. Written documentation indicates match would be available for the project in 2022. • 2: Calculated the correct match requirements; amount of match identified in match chart (part 3 of the budget section) are same as line 7 of the budget chart; matching | |

| Reference Application Question | Scoring Component | Score |
|--|---|----------|
| | <p>source(s) are clearly identified, all relevant lines in the match chart are completed; written match documentation <i>may</i> be provided for some or none of the match sources. Written documentation indicates match would be available for the project in 2022.</p> <ul style="list-style-type: none"> • 0-1: Some errors in calculating match requirements and no match documentation provided. <p><u>Comments</u></p> | |
| Attach #1 | <p><u>Review of Agency Financial Audit (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year in the agency’s financial audit (not the A-133 audit).</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with CoC Grant (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with CoC grants.</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with Other Federal Grants (besides CoC grants) (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with Federal grants <i>other than</i> CoC grants.</p> | |
| Attachments #6 - #10 (if applicable) | <p><u>Review of HUD CoC Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the CoC program monitoring report for which no Corrective Action Plan was submitted by HUD’s deadlines, or Correction Action Plan submitted did not meet HUD’s approval.</p> | |
| Attachments #11 - #15 (if applicable) | <p><u>Review of City of Detroit Homeless Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the City of Detroit Homeless program monitoring report for which no Corrective Action Plan was submitted by City of Detroit’s deadlines, or Correction Action Plan submitted did not meet City of Detroit’s approval.</p> | |
| | | |
| <p><u>Renewal Project(s) Performance: Component #1 (Income & Employment Outcomes)</u> Maximum Possible: 4 This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 4 points possible for this component (XX%).</p> | | X |
| <p><u>Current Project Performance: Component #2 (Housing Outcomes)</u> Maximum Possible: 5 This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 5 points possible for this component (XX%).</p> | | X |
| <p><u>Current Project Performance: Component #3 (Financial Performance)</u> Maximum Possible: 3</p> | | X |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 3 points possible for this component (XX%). | |
| | <p><u>Current Project Performance: Component #7 (CAM Participation)</u></p> <p><i>Maximum Possible: 3</i></p> <p>This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 3 points possible for this component (XX%).</p> | X |
| | TOTAL SCORE | |
| | Total Points Possible For This Application | |

ADDITIONAL REVIEWER NOTES

Scoring Sheet for Expansion HMIS Projects

Applicant Agency: _____

Reviewer Name: _____

Instructions:

After reviewing the section of the application, give a score. A range of suggested points is given for each component. Reviewers may award points anywhere along the scale. Reviewers may also award half (½) points if they choose.

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| 1. 2. 3. | <p><u>Applicant Experience & Capacity (5 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 points should be awarded if applicant meets all the following: <ul style="list-style-type: none"> ○ A clear description is provided of the applicant and any subrecipients' experience providing the services being proposed in the application (question 1) ○ Demonstration of strong organizational and management structure for applicant and subrecipient (question 2) ○ If subrecipients are identified (question 3), role of each entity is clearly described • 2 – 4: Points in this range should be awarded if the above items (that apply) are not fully or clearly met • 0 – 1: Points in this range should be awarded if very few of the above items (that apply) are met <p><u>Comments</u></p> | |
| | | |
| 4. | <p><u>Leveraging Experience (2 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 2: Applicant and sub-recipient clearly demonstrate experience leveraging other resources • 1: Some, but not a lot, of experience leveraging other resources • 0: Applicant states no experience leveraging other funds <p><u>Comments</u></p> | |
| | | |
| 5. | <p><u>Capacity to Receive New CoC Funding (7 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 – 7: Response given clearly indicates the agency has the administrative and staffing capacity to take on additional CoC funding. The response describes how the agency will either bring on additional staff to manage the additional funding, or how current staff will be able to absorb the additional work. • 2 – 4: Response given does not clearly communicate that the agency has the administrative or staffing capacity to take on new funding, and/or the response | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>given does not clearly communicate how agency capacity will be increased to take on additional funding.</p> <ul style="list-style-type: none"> • 0 – 1: Overall, there are significant concerns about the agency’s capacity to expand its project and take on additional CoC funding. <p><u>Comments</u></p> | |
| 6. | <p><u>Experience Ramping Up New Projects (5 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Response clearly describes the most recent experience the agency has had ramping up new or expanded programming (note: response could have described a non-homeless program, if that was the most recent project the agency had to ramp up). The response articulates what challenges, if any, the agency experienced during that project’s ramp-up and steps the agency will take to prevent similar challenges if it receives the requested expansion funding. • 2 -3: Response does not clearly describe experience ramping up a project or it is not clear how agency would avoid the same challenges in ramping up this project as it has experienced in the past. • 0 – 1: No clear indication agency has any experience ramping up projects or would be able to successfully ramp up if it received the requested expansion funding. <p><u>Comments</u></p> | |
| 7. | <p><u>Experience as HMIS Lead Agency (10 maximum)</u></p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 8-10: Applicant provides a strong and clear description of the agency’s experience as the HMIS Lead Agency in Detroit. The response clearly articulates how long the agency has served in this role, the agency’s experiencing in growing the HMIS system in Detroit, and the success the agency has helped the Detroit HMIS implementation achieve. • 4-7: Applicant’s response on its experience as the HMIS Lead agency in Detroit was not as clear as it could have been. The response did not give a comprehensive picture of how long the applicant has served in this role, the applicant’s experiencing growing the HMIS implementation, nor successes the applicant has helped the HMIS implementation archive. • 0-3: Overall, the applicant’s response on its experience as the HMIS Lead Agency in Detroit was lacking. The response provided little, if any, answer the three points to the question (a-c). <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| 8. | <p><u>Description of Proposed Activities and Rationale for New Funding Request (37 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 27-37: Applicant provides a clear and comprehensive description of the proposed activities the requested funding would support (part a). Responses to each of the parts of this question (a – f) are answered completely and thoroughly. Specifically: <ul style="list-style-type: none"> ○ Part b: the need for additional HMIS funding is made clear ○ Part c: If staff are requested, part c clearly describes the importance of those roles to the CoC ○ Parts d and e: The benefits the CoC would gain from the proposed activities, and the anticipated outcomes of those activities, are clearly described ○ Part f: There is a clear description of coordination with other partners • 16 – 26: Applicant responds to each of the parts of the question (a-f), but some parts could have been responded to more comprehensively or clearly. • 5 – 15: Applicant responds to most or some of the parts of the question (a-f), but most of the response is significantly lacking in comprehensiveness or clarity. • 0 – 5: Very little response given to the parts of the question. <p><u>Comments</u></p> | |
| 9. | <p><u>Project Timeline (5 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Applicant provides a clear description of how the project will be ramped up, including how costs incurred during the ramp up phase will be covered if they cannot be covered by the CoC grant. The estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work. The applicant clearly states project activities will begin within 3 months after the signing of the grant agreement. • 2 -3: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work could have been clearer. It is not entirely clear that the agency will be able to cover costs during the ramp-up phase with non-CoC funds. Some question if project activities will begin within 3 months of the signing of the grant agreement. • 0 -1: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work was significantly lacking in detail and clarity. <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| | | |
| 10. | <p><u>Inclusion of Persons with Lived Experience (8 maximum)</u></p> <p>Suggested scoring scale:</p> <ul style="list-style-type: none"> • 6 – 8: Responses clearly demonstrate the agency purposefully and intentionally incorporates PWLE throughout the agency, including within decision-making structures. • 3 – 5: Some, but not strong, evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 1 – 2: Very little evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 0: No clear evidence that agency incorporates PWLE <p><u>Comments</u></p> | |
| 11. | <p><u>Housing First (5 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Applicant provides a strong description of how Housing First is implemented or embraced even though the applicant does not directly provide housing services. Applicants demonstrates agency policy and protocol if applicant staff do not adhere to the agency’s Housing First policies and expectations. • 1 - 3: The applicant’s description of how Housing First is implemented is not very strong or clear. The description of agency policies or protocols for staff that do not adhere to Housing First is lacking. • 0: No clear evidence applicant understands or embraced the Housing First philosophy. <p><u>Comments</u></p> | |
| Budget Charts | <p><u>Budget (10 maximum)</u></p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 8 -10: All budget charts are calculated correctly, including the lines in the summary budget. Budget request is clear and logical given the overall application; quantity descriptions given clearly identify what is included in the request, including any FTE requests. The applicant demonstrates that there are other sources of funding committed to the project (as indicated in the budget charts or elsewhere in the application). • 5-7: All budget charts are calculated correctly, including the lines in the summary budget. Budget request is clear and logical given the overall application; quantity descriptions given clearly identify what is included in the request, including any FTE requests. Other sources of funding are only expected, not yet committed to the project (as indicated in the budget charts or elsewhere in the application). | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------------|---|-------|
| | <ul style="list-style-type: none"> • 2-4: Budget charts may be calculated correctly, but the budget is lacking in logic and connection to the overall application. Details in the “cost description” in the budget charts is lacking. Other funding sources may or may not be committed to the project. • 0-1: Significant deficiencies or unclarity questions about the requested budget. <p><u>Comments</u></p> | |
| Match Chart and Attachments #16 | <p>Match (3 maximum) Suggested Scoring Scale: <i>Note: Match documentation was not a required attachment, but additional pts given if included</i></p> <ul style="list-style-type: none"> • 3: Calculated the correct match requirements; amount of match identified in match chart (part 3 of the budget section) are same as line 4 of the budget chart; matching source(s) are clearly identified, all relevant lines in the match chart are completed; written match documentation included with application for ALL matching sources. Written documentation indicates match would be available for the project in 2022. • 2: Calculated the correct match requirements; amount of match identified in match chart (part 3 of the budget section) are same as line 4 of the budget chart; matching source(s) are clearly identified, all relevant lines in the match chart are completed; written match documentation may be provided for some or none of the match sources. Written documentation indicates match would be available for the project in 2022. • 0-1: Some errors in calculating match requirements and no match documentation provided. <p><u>Comments</u></p> | |
| Attach #1 | <p>Review of Agency Financial Audit (up to -2 points) Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year in the agency’s financial audit (not the A-133 audit).</p> | |
| Attach #2 (if applicable) | <p>Review of Agency A-133 Audit: Findings Associated with CoC Grant (up to -2 points) Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with CoC grants.</p> | |
| Attach #2 (if applicable) | <p>Review of Agency A-133 Audit: Findings Associated with Other Federal Grants (besides CoC grants) (up to -2 points) Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with Federal grants <i>other than</i> CoC grants.</p> | |
| Attachments #6 - #10 (if applicable) | <p>Review of HUD CoC Program Monitoring (up to -2 points) Up to 2 points may be deducted from the project score for findings in the CoC program monitoring report for which no Corrective Action Plan was submitted by HUD’s deadlines, or Correction Action Plan submitted did not meet HUD’s approval.</p> | |

| Reference Application Question | Scoring Component | Score |
|--|--|-------|
| Attachments #11 - #15 (if applicable) | <p>Review of City of Detroit Homeless Program Monitoring (up to -2 points)</p> <p>Up to 2 points may be deducted from the project score for findings in the City of Detroit Homeless program monitoring report for which no Corrective Action Plan was submitted by City of Detroit's deadlines, or Correction Action Plan submitted did not meet City of Detroit's approval.</p> | |
| <p>Current Project Performance: Component #3 (Financial Performance)</p> | | |
| <p>Maximum Possible: 3</p> <p>This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 3 points possible for this component (XX%).</p> | | X |
| <p>Current Project Performance: Component #9 (HMIS Lead)</p> | | |
| <p>Maximum Possible: 20</p> <p>This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 20 points possible for this component (XX%).</p> | | X |
| TOTAL SCORE | | |
| Total Points Possible For This Application | | |

ADDITIONAL REVIEWER NOTES

Scoring Sheet for Expansion Domestic Violence TH-RRH Projects

Applicant Agency: _____

Reviewer Name: _____

Instructions:

After reviewing the section of the application, give a score. A range of suggested points is given for each component. Reviewers may award points anywhere along the scale. Reviewers may also award half (½) points if they choose.

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| 1. 2. 3. 4. | <p><u>Applicant Experience & Capacity (5 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 points should be awarded if applicant meets all the following: <ul style="list-style-type: none"> ○ A clear description is provided of the applicant and any subrecipients' experience providing the services being proposed in the application (question 1) ○ Demonstration of strong organizational and management structure for applicant and subrecipient (question 2) ○ If subrecipients are identified (question 3), role of each entity is clearly described • 2 – 4: Points in this range should be awarded if the above items (that apply) are not fully or clearly met • 0 – 1: Points in this range should be awarded if very few of the above items (that apply) are met <p><u>Comments</u></p> | |
| | | |
| 5. | <p><u>Leveraging Experience (2 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 2: Applicant and sub-recipient clearly demonstrate experience leveraging other resources • 1: Some, but not a lot, of experience leveraging other resources • 0: Applicant states no experience leveraging other funds <p><u>Comments</u></p> | |
| | | |
| 6. | <p><u>Capacity to Receive New CoC Funding (7 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 – 7: Response given clearly indicates the agency has the administrative and staffing capacity to take on additional CoC funding. The response describes how the agency will either bring on additional staff to manage the additional funding, or how current staff will be able to absorb the additional work. • 2 – 4: Response given does not clearly communicate that the agency has the | |

| Reference Application Question | Scoring Component | Score |
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| | <p>administrative or staffing capacity to take on new funding, and/or the response given does not clearly communicate how agency capacity will be increased to take on additional funding.</p> <ul style="list-style-type: none"> • 0 – 1: Overall, there are significant concerns about the agency’s capacity to expand its project and take on additional CoC funding. <p><u>Comments</u></p> | |
| 7. | <p><u>Experience Ramping Up New Projects (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Response clearly describes the most recent experience the agency has had ramping up new or expanded programming (note: response could have described a non-homeless program, if that was the most recent project the agency had to ramp up). The response articulates what challenges, if any, the agency experienced during that project’s ramp-up and steps the agency will take to prevent similar challenges if it receives the requested expansion funding. • 2 -3: Response does not clearly describe experience ramping up a project or it is not clear how agency would avoid the same challenges in ramping up this project as it has experienced in the past. • 0 – 1: No clear indication agency has any experience ramping up projects or would be able to successfully ramp up if it received the requested expansion funding. <p><u>Comments</u></p> | |
| 8. | <p><u>Experience Serving People Fleeing Domestic Violence/Human Trafficking (5 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 4-5: Applicant provides a strong and clear description of the agency’s experience serving people fleeing Domestic Violence and/or Human Trafficking. The response clearly articulates the agency’s experience providing the types of housing and/or services proposed in this application. • 2-3: Applicant’s response on experience providing services to people fleeing Domestic Violence and/or Human Trafficking is not a clear as it could have been. Some questions remain about their experience. It is not clear if the agency’s experience is related to the type of housing and/or services being proposed in this application. • 0-1: Very little, if any, clear experience providing housing and/or services to people fleeing Domestic Violence and/or Human Trafficking. <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score |
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| | | |
| 11. 12. | <p><u>Project Description (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Response addresses each sub-part in question 12 (a-f) in a clear, concise, yet comprehensive manner; entire scope of the project is addressed; response is consistent with other parts of the application. Applicant clearly indicates in question 11 the project will have twice as many RRH units as TH units. • 2 - 3: Response could have been clearer; some of the sub-parts in question 12 (a-f) not fully addressed; some responses seem contradictory with other parts of the application. Applicant does not clearly indicate in question 11 that the project will have twice as many RRH units as TH units. • 0 - 1: Response is lacking in clarity and description; some of the sub-parts of question 12 (a-f) not addressed at all; no consistency with the rest of the application. <p><u>Comments</u></p> | |
| 13. | <p><u>Service Model Description (8 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 7 - 8: Response addresses each sub-part in question 13 (a-e) in a clear, concise, yet comprehensive manner, and the following are included in the response: <ul style="list-style-type: none"> ○ A clear description of the different positions and roles of the staff team (part a) ○ The frequency and intensity of services, and the extent that those services are provided in-person (part b) ○ Supportive services or on-call crisis staff are available outside of typical business hours (part c) ○ The agency has a clear process for tracking and facilitating referrals and for providing transportation as needed (part d) ○ The agency has a clear plan for providing staff training (part e) • 4 – 6: The response given meets most, but not all, of the points given in parts a - e as described above. • 1 – 3: The response given meets few of the points given in parts a – e as described above. • 0: Response is significantly lacking in describing the service model to be used. <p><u>Comments</u></p> | |
| 14. | <p><u>Project Timeline (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Applicant provides a clear description of how the project will be ramped up, | |

| Reference Application Question | Scoring Component | Score |
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| | <p>including how costs incurred during the ramp up phase will be covered if they cannot be covered by the CoC grant. The estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is no more than 3 months/90 days after the execution of the grant agreement.</p> <ul style="list-style-type: none"> • 2 -3: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work could have been clearer. It is not entirely clear that the agency will be able to cover costs during the ramp-up phase with non-CoC funds. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is no more than 3 months/90 days after the execution of the grant agreement. • 0 -1: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work was significantly lacking in detail and clarity. Could. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is greater than 3 months/90 days after the execution of the grant agreement. <p><u>Comments</u></p> | |
| 15. | <p><u>Peer Supports (2 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 2: Applicant clearly demonstrates that peer support specialists are fully integrated into their service delivery model. Response clearly describes how peer support specialists are part of the service team to enhance supports and services to clients. Applicant clearly demonstrates that peer support specialists are provided adequate, on-going training and receive regular supervision and support on the job. • 1: Description of how peer support specialists are incorporated into the service delivery model could have been stronger. Description of peer support specialists training and supervision was lacking. • 0: No evidence that applicant has incorporated the use of peer support specialists in the delivery of services. <p><u>Comments</u></p> | |
| 16. | <p><u>Inclusion of Persons with Lived Experience (6 maximum)</u> Suggested scoring scale:</p> <ul style="list-style-type: none"> • 5 – 6: Responses clearly demonstrate the agency purposefully and intentionally incorporates PWLE throughout the agency, including within decision-making structures. | |

| Reference Application Question | Scoring Component | Score |
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| | <ul style="list-style-type: none"> • 3 – 4: Some, but not strong, evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 1 – 2: Very little evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 0: No clear evidence that agency incorporates PWLE <p><u>Comments</u></p> | |
| 17. | <p><u>Obtaining and Maintaining Permanent Housing (8 maximum)</u></p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 6– 8: Applicant provides strong, clear, detailed, and logical descriptions to the specific items asked in the question and addresses how participants will be assisted to obtain and maintain permanent housing. Applicant clearly describes how they will identify and address barriers to housing (including the unique barriers faced by people fleeing domestic violence), how client choice will be incorporated into the housing search process, and how landlords will be engaged. • 3–5: Applicant provides a response to each question, however, some or all of the responses are lacking in detail, clarity, and/or logic. It is not clear the extent to which the applicant has experience providing services that assist clients with accessing/ maintaining permanent housing. Any description of barriers clients may be facing is lacking and/or does not specifically address the unique barriers faced by people fleeing domestic violence. • 0 – 2: Responses to questions are significantly lacking. There is little to no evidence that the applicant has experience providing services that assist clients with accessing or maintaining permanent housing. Little to no description of barriers faced by clients. <p><u>Comments</u></p> | |
| 18. | <p><u>Increasing Employment/Income (6 maximum)</u></p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 5 – 6: Applicant provides strong, clear, specific description of how they assist clients to increase their employment and/or other income (including SSI/SSDI). It is clear from the response the applicant has experience providing services assisting clients with increasing income. Applicant describes how they will address the unique barriers to income/employment faced by people fleeing domestic violence. • 2 – 4: Description given of how clients are assisted to increase employment/income could have been stronger. It is not clear the extent to which the applicant has experience providing services assisting clients with increasing income. Little description given to how the applicant will address the unique barriers to income/employment faced by people fleeing domestic violence | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| | <ul style="list-style-type: none"> • 0 - 1: Very little, or no evidence the applicant has experience assisting clients with increasing employment/income. <p><u>Comments</u></p> | |
| 19. | <p><u>Enrolling Clients in Medicaid and Linking to Other Mainstream Resources (3 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 3: Applicant clearly describes specific activities that are in place to ensure clients are enrolled in Medicaid and accessing mainstream resources. • 1-2: Description of how clients will be enrolled in Medicaid or access mainstream resources was not clearly described and/or lacked specificity. • 0: Response provided little information on a plan or process to assist clients with enrolling in Medicaid or accessing mainstream resources. <p><u>Comments</u></p> | |
| 20. | <p><u>Client to Case Manager Ratio (5 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 5: Caseloads already do not exceed 1:25. Staff either have no other clients on their caseloads, or if they do, those clients are also in a TH or RRH program (question 20c). • 4: Caseloads currently exceed 1:25, but applicant was able to demonstrate that if this project received expansion funding, the caseloads would not exceed 1:25. If staff from this project have other clients on their caseloads, those clients are also in a TH or RRH program (question 20c). • 3: Caseloads currently exceed 1:25, and applicant was not able to clearly demonstrate that receiving expansion funding would reduce the caseloads to 1:25 or less. If staff from this project have other clients on their caseloads, those clients are also in a TH or RRH program (question 20c). • 1-2: Caseloads currently exceed 1:25, and applicant was not able to clearly demonstrate that receiving expansion funding would reduce the caseloads to 1:25 or less. If staff from this project have other clients on their caseloads, those clients are in a program <i>other than TH or RRH</i> (question 20c). • 0: No indication that the project would have caseloads less than 1:25. <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score |
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| 21. 22. | <p><u>Improvement in Project Quality and Client Outcomes (12 maximum)</u> Suggested scoring scale:</p> <ul style="list-style-type: none"> • 9-12: Response to both questions (21 and 22) clearly articulate how additional funding would improve project quality and improve client outcomes. Applicant provides specific expected improvements in overall project quality (question 21). If applicant is requesting funds to expand supportive services to lower the client-to-case manager ratio (question 22), the response clearly articulates how having a lower ratio is anticipated to improve client outcomes. • 5-8: The response given to both questions only partially articulates improvements in overall project quality or client outcomes. If applicant is requesting funds to expand supportive services to lower the client-to-case manager ratio (question 22), response does not clearly articulate how a lower ratio would result in improved client outcomes. • 0-4: Based on the response given to both questions, the reviewer is unable to clearly determine how increased funding would result in improved project quality or client outcomes. <p><u>Comments</u></p> | |
| 23a-e. | <p><u>Relationships with Landlords (5 maximum)</u> Suggested scoring scale:</p> <ul style="list-style-type: none"> • 4 – 5: Response clearly demonstrates the applicant has successful experience working with landlords in recruiting their participation to make units available to clients. Response also clearly describes how the applicant successfully ensures on-going, positive relationships and communications with landlords are maintained. Applicant stated they had at least one landlord relationship-building event in 2021. • 2 – 3: Response could have been stronger. It is not entirely clear how landlords are recruited to make their units available to clients. The applicant’s ability to maintain on-going, positive relationships and communications with the landlords is not clearly described and/or does not demonstrate that applicant has successful experience in this area. It was not clear whether the applicant had any landlord relationship-building event in 2021. • 0 – 1: Response was significantly lacking. Little demonstration of past successful experience in working with landlords. <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score | | | | | | | | | | | | |
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| 23f. | <p>Landlord Relationships: Length of Time to Housing Move-in (4 maximum)</p> <p>Project will be scored based how the response compares with local community average of 81 days to move-in for CoC funded RRH. Scores should be awarded based on following scale based on the average length of time given by the applicant to question 23f. The response given by each applicant has been reviewed by staff, and the score to be earned is already filled in. However, if the reviewer has questions or concerns about this response given by the applicant, they make comments to be taken under additional consideration.</p> <p>Agency Response to question 23f: _____</p> <table border="1" data-bbox="297 575 1159 680"> <tr> <td>22f response (avg. days)</td> <td>80 days or less</td> <td>81 – 85</td> <td>86 – 88</td> <td>90- 95</td> <td>96+</td> </tr> <tr> <td>Points earned</td> <td>4</td> <td>3</td> <td>2</td> <td>1</td> <td>0</td> </tr> </table> | 22f response (avg. days) | 80 days or less | 81 – 85 | 86 – 88 | 90- 95 | 96+ | Points earned | 4 | 3 | 2 | 1 | 0 | XX |
| 22f response (avg. days) | 80 days or less | 81 – 85 | 86 – 88 | 90- 95 | 96+ | | | | | | | | | |
| Points earned | 4 | 3 | 2 | 1 | 0 | | | | | | | | | |
| 24. Attachments #18 - #19 (as applicable) | <p>Site Description (6 maximum)</p> <p>Suggested scoring scale:</p> <ul style="list-style-type: none"> 5-6: The responses to parts a – i demonstrate the proposed site seems to be suitable as TH for persons fleeing domestic violence/human trafficking; a clear plan is given to make provision for any programming/clients at the site currently (if applicable); the description of the units clearly state residents will have private sleeping quarters, private bathing facilities, and a place to prepare and store food. A timeline and funding for rehab work (if needed) is clearly described and funding identified appears to be adequate for work to be done. Applicant demonstrates commitments from other funding sources (attachment #19). Attachment #18 demonstrates applicant has site control via a deed or long-term lease agreement. 2-4: The responses given parts a – i are answered, but may be a bit lacking in completeness or clarity. If rehab work is needed, the timeline for completing the work and/or funding for competition does not clearly demonstrate work can be completed within a reasonable amount of time. Few or no other sources of funding commit to the project are identified (attachment #20). Attachment #18 demonstrates applicant has site control via a deed or long-term lease agreement. 0 - 1: The responses given to parts a – i do not demonstrate the proposed site would be appropriate for TH for persons fleeing domestic violence/human trafficking. There is little to no description on provision to be made for programming/clients at the site currently (if applicable); the description of the units does not provide the specifics sought in part c. If rehab work is needed, insufficient funds are identified and/or timeline for completion is unclear. No other sources of funding commit to the project are identified (attachment #19). It is not clear if agency has site control (attachment #18). <p><u>Comments</u></p> | | | | | | | | | | | | | |
| 25. 26. 27. | <p>Housing First (10 maximum)</p> <p>The responses to the referenced application questions and attachments should be</p> | | | | | | | | | | | | | |

| Reference Application Question | Scoring Component | Score |
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| Attach. #3 Attach. #4 Attach. #5 | <p>reviewed for the extent to which they address Housing First, including references to the following:</p> <ul style="list-style-type: none"> • Client agreement to participate in services is not required for housing • Agency describes how it engages with clients who are resistant to receiving services. • Agency describes how it engages with clients who are non-compliant with medication or treatment and/or have behavioral concerns to assist the client with maintaining their housing. • Agency has an eviction prevention policy that clearly demonstrates attempts are made to prevent evictions whenever possible. A distinction should be made between preventing evictions and preventing program terminations. (Attachment #3) • Agency has a program termination policy that clearly demonstrates attempts are made to prevent program terminations whenever possible. A distinction should be made between preventing program terminations and preventing evictions. (Attachment #4) • Lease/occupancy agreements have no limit on length of stay, nor do they require participation in services. Current RRH providers must provide a copy of a lease or sub-lease agreement for a current client in one of the RRH projects. (Attachment #5) <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 8 -10: Applicant provides a strong description of how Housing First is implemented; all, or almost all, of the points addressed and point to the agency’s experience in providing housing with a Housing First approach. The content of the attachments provides additional evidence the agency embraces and practices Housing First and takes all steps possible to keep clients housed. • 4 - 7: Description of how agency implements Housing First could have been stronger; not clear applicant has fully incorporated a Housing First model within its service delivery; not all of the points above are referenced. Attachments do not clearly support the narrative responses. • 0 - 3: No clear evidence applicant understands or has incorporated Housing First within its service delivery model. Required attachments are either missing or content therein does not support narrative responses. <p><u>Comments</u></p> | |
| 26 (DV specific) | <p><u>Increasing Participant Safety (8 maximum)</u></p> <p>Suggested scoring scale:</p> <ul style="list-style-type: none"> • 6 – 8: The responses provided to each part of this question (a – h) clearly demonstrate how the applicant will ensure and increase the safety of participants in the program. The responses given demonstrate well thought-out protocol, policies, and staffing to that demonstrate agency has ensured the safety and confidentiality of DV survivors. | |

| Reference Application Question | Scoring Component | Score |
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| | <ul style="list-style-type: none"> • 3 – 5: The responses provided could have been stronger or clearer. There are some questions about the applicant’s plans to help ensure or increase the safety and confidentiality of program participants. • 0 – 2: Response was significantly lacking. Little evidence that the applicant will be able to ensure or increase the safety of persons to be served. <p><u>Comments</u></p> | |
| 27 (DV specific) 28 (DV specific) | <p><u>Trauma Informed and Victim-Centered Approach to Service Delivery (8 maximum)</u></p> <p>Suggested scoring scale:</p> <ul style="list-style-type: none"> • 6 – 8: The responses provided to each of these questions demonstrates that the applicant has a clear plan for how it will provide trauma-informed, victim centered services in its response to question 28a-g. • 3 – 5: The responses provided could have been stronger or clearer. The responses given in question 28a-g do not fully describe how a trauma-informed care approach will be implemented. • 0 – 2: Response was significantly lacking. Little assurance that the applicant has ability to provide trauma-informed care or a victim-centered approach to services. <p><u>Comments</u></p> | |
| Budget Charts | <p><u>Budget (17 maximum)</u></p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 14 -17: All budget charts are calculated correctly, including the lines in the summary budget. Budget request is clear and logical given the overall application; quantity descriptions given clearly identify what is included in the request, including any FTE requests. The applicant demonstrates that there are other sources of funding committed to the project (as indicated in the budget charts or elsewhere in the application). The budget clearly demonstrates how the project will be able to achieve a 1:25 case manager to client ratio. • 10-13: All budget charts are calculated correctly, including the lines in the summary budget. Budget request is clear and logical given the overall application; quantity descriptions given clearly identify what is included in the request, including any FTE requests. Other sources of funding are only expected, not yet committed to the project (as indicated in the budget charts or elsewhere in the application). There are some questions how the budget will allow the project to achieve a 1:25 case manager to client ratio. • 6-9: Budget charts may be calculated correctly, but the budget is lacking in logic and connection to the overall application. Details in the “cost description” in the budget charts is lacking. Other funding sources may or may not be committed to the project. Little clarity on how the budget will allow the project to achieve a 1:25 case manager to client ratio. | |

| Reference Application Question | Scoring Component | Score |
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| | <ul style="list-style-type: none"> • 0-5: Significant deficiencies or unclarity questions about the requested budget. <p><u>Comments</u></p> | |
| Match Chart and Attachments #16 | <p><u>Match (3 maximum)</u> Suggested Scoring Scale: Note: Match documentation was not a required attachment, but additional pts given if included</p> <ul style="list-style-type: none"> • 3: Calculated the correct match requirements; amount of match identified in match chart (part 3 of the budget section) are same as line 7 of the budget chart; matching source(s) are clearly identified, all relevant lines in the match chart are completed; written match documentation included with application for ALL matching sources. Written documentation indicates match would be available for the project in 2022. • 2: Calculated the correct match requirements; amount of match identified in match chart (part 3 of the budget section) are same as line 7 of the budget chart; matching source(s) are clearly identified, all relevant lines in the match chart are completed; written match documentation may be provided for some or none of the match sources. Written documentation indicates match would be available for the project in 2022. • 0-1: Some errors in calculating match requirements and no match documentation provided. <p><u>Comments</u></p> | |
| Attach #1 | <p><u>Review of Agency Financial Audit (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year in the agency’s financial audit (not the A-133 audit).</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with CoC Grant (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with CoC grants.</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with Other Federal Grants (besides CoC grants) (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with Federal grants <i>other than</i> CoC grants.</p> | |
| Attachments #6 - #10 (if applicable) | <p><u>Review of HUD CoC Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the CoC program monitoring report for which no Corrective Action Plan was submitted by HUD’s deadlines, or Correction Action Plan submitted did not meet HUD’s approval.</p> | |
| Attachments #11 - #15 (if applicable) | <p><u>Review of City of Detroit Homeless Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the City of Detroit Homeless program monitoring report for which no Corrective Action Plan was submitted by City of Detroit’s deadlines, or Correction Action Plan submitted did not meet City of</p> | |

| Reference Application Question | Scoring Component | Score |
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| | Detroit's approval. | |
| | | |
| Renewal Project(s) Performance: Component #1 (Income & Employment Outcomes) | | |
| Maximum Possible: 9 | | |
| This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 9 points possible for this component (XX%). | | X |
| Current Project Performance: Component #2 (Housing Outcomes) | | |
| Maximum Possible: 8 | | |
| This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 8 points possible for this component (XX%). | | X |
| Current Project Performance: Component #3 (Financial Performance) | | |
| Maximum Possible: 3 | | |
| This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 3 points possible for this component (XX%). | | X |
| Current Project Performance: Component #7 (CAM Participation) | | |
| Maximum Possible: 5 | | |
| This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 5 points possible for this component (XX%). | | X |
| TOTAL SCORE | | |
| Total Points Possible For This Application | | |

ADDITIONAL REVIEWER NOTES

Scoring Sheet for New Domestic Violence TH-RRH Projects

Applicant Agency: _____

Reviewer Name: _____

Instructions:

After reviewing the section of the application, give a score. A range of suggested points is given for each component. Reviewers may award points anywhere along the scale. Reviewers may also award half (½) points if they choose.

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| 1. 2. 3. 4. | <p><u>Applicant Experience & Capacity (5 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 points should be awarded if applicant meets all the following: <ul style="list-style-type: none"> ○ A clear description is provided of the applicant and any subrecipients' experience providing the services being proposed in the application (question 1) ○ Demonstration of strong organizational and management structure for applicant and subrecipient (question 2) ○ If subrecipients are identified (question 3), role of each entity is clearly described • 2 – 4: Points in this range should be awarded if the above items (that apply) are not fully or clearly met • 0 – 1: Points in this range should be awarded if very few of the above items (that apply) are met <p><u>Comments</u></p> | |
| | | |
| 5. | <p><u>Leveraging Experience (2 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 2: Applicant and sub-recipient clearly demonstrate experience leveraging other resources • 1: Some, but not a lot, of experience leveraging other resources • 0: Applicant states no experience leveraging other funds <p><u>Comments</u></p> | |
| | | |
| 6. | <p><u>Capacity to Receive New CoC Funding (7 maximum)</u></p> <p>Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 5 – 7: Response given clearly indicates the agency has the administrative and staffing capacity to take on additional CoC funding. The response describes how the agency will either bring on additional staff to manage the additional funding, or how current staff will be able to absorb the additional work. • 2 – 4: Response given does not clearly communicate that the agency has the | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>administrative or staffing capacity to take on new funding, and/or the response given does not clearly communicate how agency capacity will be increased to take on additional funding.</p> <ul style="list-style-type: none"> • 0 – 1: Overall, there are significant concerns about the agency’s capacity to expand its project and take on additional CoC funding. <p><u>Comments</u></p> | |
| 7. | <p><u>Experience Ramping Up New Projects (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 4 -5: Response clearly describes the most recent experience the agency has had ramping up new or expanded programming (note: response could have described a non-homeless program, if that was the most recent project the agency had to ramp up). The response articulates what challenges, if any, the agency experienced during that project’s ramp-up and steps the agency will take to prevent similar challenges if it receives the requested expansion funding. • 2 -3: Response does not clearly describe experience ramping up a project or it is not clear how agency would avoid the same challenges in ramping up this project as it has experienced in the past. • 0 – 1: No clear indication agency has any experience ramping up projects or would be able to successfully ramp up if it received the requested expansion funding. <p><u>Comments</u></p> | |
| 8. | <p><u>Experience Serving People Fleeing Domestic Violence/Human Trafficking (5 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 4-5: Applicant provides a strong and clear description of the agency’s experience serving people fleeing Domestic Violence and/or Human Trafficking. The response clearly articulates the agency’s experience providing the types of housing and/or services proposed in this application. • 2-3: Applicant’s response on experience providing services to people fleeing Domestic Violence and/or Human Trafficking is not a clear as it could have been. Some questions remain about their experience. It is not clear if the agency’s experience is related to the type of housing and/or services being proposed in this application. • 0-1: Very little, if any, clear experience providing housing and/or services to people fleeing Domestic Violence and/or Human Trafficking. <p><u>Comments</u></p> | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | | |
| 9. | <p><u>Past Housing Outcomes (8 maximum)</u> <i>Outcome: Assisting tenants to remain stably housed or move to other permanent housing</i> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 7- 8: Provides clear description of past successes in keeping people stably housed; data provided is that at least 90% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides a clear and detailed description that demonstrates the agency has been successful in the past with helping people obtain/retain permanent housing. • 5- 6: Provides some description of past successes; data provided is that between 85% – 89% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides some description of how the agency has been successful in the past with helping people obtain/retain permanent housing, but this description could have been stronger. • 3-4: Description of past successes could have been stronger; data provided is that between 80%– 84% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides very little description of how the agency has been successful in the past with helping people obtain/retain permanent housing. • 1 - 2: Very little description given of past successes; data provided is that between 75 – 79% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response does not give any indication that the agency has had past success with helping people obtain/retain permanent housing. • 0: Regardless of description given, 0 points should be given if data provided is that fewer than 75% of persons met this outcome. No narrative description given for how the agency has had past success in this area. | |
| 10. | <p><u>Past Income/Employment Outcomes (9 maximum)</u> <i>Outcome: Assisting tenants with increasing income and employment</i> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 7- 9: Provides clear description of past successes in helping people increase their income (any cash income - either employment or benefits); data provided is that at least 20% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides a clear and detailed description that demonstrates the agency has been successful in the past with helping people obtain employment or income. • 4- 6: Provides some description of past successes in helping people increase their | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>income (any cash income - either employment or benefits); data provided is that between 15 - 19% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response provides some description of how the agency has been successful in the past with helping people obtain employment or income, but this description could have been stronger.</p> <ul style="list-style-type: none"> • 1-3: Description of past successes could have been stronger; data provided is that between 10 - 14% of persons met this outcome. OR If the agency is newer to this work, and/or does not have outcome data to demonstrate past successes, the narrative response does not give any indication that the agency has had past success with helping people obtain employment or income. • 0: Regardless of description given, 0 points should be given if data provided is that fewer than 9% of persons met this outcome. No narrative description given for how the agency has had past success in this area. <p><u>Comments</u></p> | |
| <p>11. 12.</p> | <p><u>Project Description (10 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 8 -10: Response addresses each sub-part in question 12 (a-f) in a clear, concise, yet comprehensive manner; entire scope of the project is addressed; response is consistent with other parts of the application. Applicant clearly indicates in question 11 the project will have twice as many RRH units as TH units. • 4 - 6: Response could have been clearer; some of the sub-parts in question 12 (a-f) not fully addressed; some responses seem contradictory with other parts of the application. Applicant does not clearly indicate in question 11 that the project will have twice as many RRH units as TH units. • 0 - 3: Response is lacking in clarity and description; some of the sub-parts of question 12 (a-f) not addressed at all; no consistency with the rest of the application. <p><u>Comments</u></p> | |
| <p>13.</p> | <p><u>Service Model Description (8 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 7 - 8: Response addresses each sub-part in question 13 (a-e) in a clear, concise, yet comprehensive manner, and the following are included in the response: <ul style="list-style-type: none"> ○ A clear description of the different positions and roles of the staff team (part a) ○ The frequency and intensity of services, and the extent that those services are provided in-person (part b) ○ Supportive services or on-call crisis staff are available outside of typical business hours (part c) ○ The agency has a clear process for tracking and facilitating referrals and for | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p>providing transportation as needed (part d)</p> <ul style="list-style-type: none"> ○ The agency has a clear plan for providing staff training (part e) <ul style="list-style-type: none"> ● 4 – 6: The response given meets most, but not all, of the points given in parts a - e as described above. ● 1 – 3: The response given meets few of the points given in parts a – e as described above. ● 0: Response is significantly lacking in describing the service model to be used. <p><u>Comments</u></p> | |
| 14. | <p><u>Project Timeline (5 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> ● 4 -5: Applicant provides a clear description of how the project will be ramped up, including how costs incurred during the ramp up phase will be covered if they cannot be covered by the CoC grant. The estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is no more than 3 months/90 days after the execution of the grant agreement. ● 2 -3: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work could have been clearer. It is not entirely clear that the agency will be able to cover costs during the ramp-up phase with non-CoC funds. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is no more than 3 months/90 days after the execution of the grant agreement. ● 0 -1: The description of the estimated schedule of proposed activities and a clear plan for ensuring timely completion of the work was significantly lacking in detail and clarity. Could. In the “Project Milestone” table, the number of days given in the line “Participant enrollment in project begins” is greater than 3 months/90 days after the execution of the grant agreement. <p><u>Comments</u></p> | |
| 15. | <p><u>Peer Supports (2 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> ● 2: Applicant clearly demonstrates that peer support specialists are fully integrated into their service delivery model. Response clearly describes how peer support specialists are part of the service team to enhance supports and services to clients. Applicant clearly demonstrates that peer support specialists are provided adequate, on-going training and receive regular supervision and | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| | <p>support on the job.</p> <ul style="list-style-type: none"> • 1: Description of how peer support specialists are incorporated into the service delivery model could have been stronger. Description of peer support specialists training and supervision was lacking. • 0: No evidence that applicant has incorporated the use of peer support specialists in the delivery of services. <p><u>Comments</u></p> | |
| 16. | <p><u>Inclusion of Persons with Lived Experience (6 maximum)</u></p> <p>Suggested scoring scale:</p> <ul style="list-style-type: none"> • 5 – 6: Responses clearly demonstrate the agency purposefully and intentionally incorporates PWLE throughout the agency, including within decision-making structures. • 3 – 4: Some, but not strong, evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 1 – 2: Very little evidence that agency incorporates PWLE throughout the agency and decision-making structures. • 0: No clear evidence that agency incorporates PWLE <p><u>Comments</u></p> | |
| 17. | <p><u>Obtaining and Maintaining Permanent Housing (8 maximum)</u></p> <p>Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 6– 8: Applicant provides strong, clear, detailed, and logical descriptions to the specific items asked in the question and addresses how participants will be assisted to obtain and maintain permanent housing. Applicant clearly describes how they will identify and address barriers to housing (including the unique barriers faced by people fleeing domestic violence), how client choice will be incorporated into the housing search process, and how landlords will be engaged. • 3 –5: Applicant provides a response to each question, however, some or all of the responses are lacking in detail, clarity, and/or logic. It is not clear the extent to which the applicant has experience providing services that assist clients with accessing/ maintaining permanent housing. Any description of barriers clients may be facing is lacking and/or does not specifically address the unique barriers faced by people fleeing domestic violence. • 0 – 2: Responses to questions are significantly lacking. There is little to no evidence that the applicant has experience providing services that assist clients with accessing or maintaining permanent housing. Little to no description of barriers faced by clients. | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|---|-------|
| | <u>Comments</u> | |
| 18. | <p><u>Increasing Employment/Income (6 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 5 – 6: Applicant provides strong, clear, specific description of how they assist clients to increase their employment and/or other income (including SSI/SSDI). It is clear from the response the applicant has experience providing services assisting clients with increasing income. Applicant describes how they will address the unique barriers to income/employment faced by people fleeing domestic violence. • 2 – 4: Description given of how clients are assisted to increase employment/income could have been stronger. It is not clear the extent to which the applicant has experience providing services assisting clients with increasing income. Little description given to how the applicant will address the unique barriers to income/employment faced by people fleeing domestic violence • 0 - 1: Very little, or no evidence the applicant has experience assisting clients with increasing employment/income. <p><u>Comments</u></p> | |
| 19. | <p><u>Enrolling Clients in Medicaid and Linking to Other Mainstream Resources (3 maximum)</u> Suggested Scoring Scale:</p> <ul style="list-style-type: none"> • 3: Applicant clearly describes specific activities that are in place to ensure clients are enrolled in Medicaid and accessing mainstream resources. • 1-2: Description of how clients will be enrolled in Medicaid or access mainstream resources was not clearly described and/or lacked specificity. • 0: Response provided little information on a plan or process to assist clients with enrolling in Medicaid or accessing mainstream resources. <p><u>Comments</u></p> | |
| 20. | <p><u>Client to Case Manager Ratio (5 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 5: Caseloads do not exceed 1:25. Staff either have no other clients on their caseloads, or if they do, those clients are also in a TH or RRH program (question 20b). • 3: Caseloads do not exceed 1:25. If staff from this project have other clients on their caseloads, those clients are in a program other than TH or RRH (question 20b). | |

| Reference Application Question | Scoring Component | Score | | | | | | | | | | | | |
|--|---|---------------------------------|-----------------|---------|---------|--------|-----|----------------------|---|---|---|---|---|-----------|
| | <ul style="list-style-type: none"> • 0: Caseloads are greater than 1:25, regardless of the response given in question 20b. <p><u>Comments</u></p> | | | | | | | | | | | | | |
| 23a-e. | <p><u>Relationships with Landlords (5 maximum)</u></p> <p>Suggested scoring scale:</p> <ul style="list-style-type: none"> • 4 – 5: Response clearly demonstrates the applicant has successful experience working with landlords in recruiting their participation to make units available to clients. Response also clearly describes how the applicant successfully ensures on-going, positive relationships and communications with landlords are maintained. Applicant stated they had at least one landlord relationship-building event in 2021. • 2 – 3: Response could have been stronger. It is not entirely clear how landlords are recruited to make their units available to clients. The applicant’s ability to maintain on-going, positive relationships and communications with the landlords is not clearly described and/or does not demonstrate that applicant has successful experience in this area. It was not clear whether the applicant had any landlord relationship-building event in 2021. • 0 – 1: Response was significantly lacking. Little demonstration of past successful experience in working with landlords. <p><u>Comments</u></p> | | | | | | | | | | | | | |
| 23f. | <p><u>Landlord Relationships: Length of Time to Housing Move-in (4 maximum)</u></p> <p>Project will be scored based how the response compares with local community average of 81 days to move-in for CoC funded RRH. Scores should be awarded based on following scale based on the average length of time given by the applicant to question 23f. The response given by each applicant has been reviewed by staff, and the score to be earned is already filled in. However, if the reviewer has questions or concerns about this response given by the applicant, they make comments to be taken under additional consideration.</p> <p>Agency Response to question 23f: _____</p> <table border="1" data-bbox="298 1549 1159 1650"> <tr> <td>22f response (avg. days)</td> <td>80 days or less</td> <td>81 – 85</td> <td>86 – 88</td> <td>90- 95</td> <td>96+</td> </tr> <tr> <td>Points earned</td> <td>4</td> <td>3</td> <td>2</td> <td>1</td> <td>0</td> </tr> </table> | 22f response (avg. days) | 80 days or less | 81 – 85 | 86 – 88 | 90- 95 | 96+ | Points earned | 4 | 3 | 2 | 1 | 0 | XX |
| 22f response (avg. days) | 80 days or less | 81 – 85 | 86 – 88 | 90- 95 | 96+ | | | | | | | | | |
| Points earned | 4 | 3 | 2 | 1 | 0 | | | | | | | | | |
| 24. Attachments #18 - #19 (as applicable) | <p><u>Site Description (6 maximum)</u></p> <p>Suggested scoring scale:</p> <ul style="list-style-type: none"> • 5-6: The responses to parts a – i demonstrate the proposed site seems to be suitable as TH for persons fleeing domestic violence/human trafficking; a clear plan is given to make provision for any programming/clients at the site currently (if applicable); the description of the units clearly state residents will have private sleeping quarters, private bathing facilities, and a place to prepare and store | | | | | | | | | | | | | |

| Reference Application Question | Scoring Component | Score |
|---|---|-------|
| | <p>food. A timeline and funding for rehab work (if needed) is clearly described and funding identified appears to be adequate for work to be done. Applicant demonstrates commitments from other funding sources (attachment #19). Attachment #18 demonstrates applicant has site control via a deed or long-term lease agreement.</p> <ul style="list-style-type: none"> • 2-4: The responses given parts a – i are answered, but may be a bit lacking in completeness or clarity. If rehab work is needed, the timeline for completing the work and/or funding for competition does not clearly demonstrate work can be completed within a reasonable amount of time. Few or no other sources of funding commit to the project are identified (attachment #20). Attachment #18 demonstrates applicant has site control via a deed or long-term lease agreement. • 0 - 1: The responses given to parts a – i do not demonstrate the proposed site would be appropriate for TH for persons fleeing domestic violence/human trafficking. There is little to no description on provision to be made for programming/clients at the site currently (if applicable); the description of the units does not provide the specifics sought in part c. If rehab work is needed, insufficient funds are identified and/or timeline for completion is unclear. No other sources of funding commit to the project are identified (attachment #19). It is not clear if agency has site control (attachment #18). <p><u>Comments</u></p> | |
| <p>25. 26. 27. Attach. #3 Attach. #4 Attach. #5</p> | <p>Housing First (10 maximum)</p> <p>The responses to the referenced application questions and attachments should be reviewed for the extent to which they address Housing First, including references to the following:</p> <ul style="list-style-type: none"> • Client agreement to participate in services is not required for housing • Agency describes how it engages with clients who are resistant to receiving services. • Agency describes how it engages with clients who are non-compliant with medication or treatment and/or have behavioral concerns to assist the client with maintaining their housing. • Agency has an eviction prevention policy that clearly demonstrates attempts are made to prevent evictions whenever possible. A distinction should be made between preventing evictions and preventing program terminations. (Attachment #3) • Agency has a program termination policy that clearly demonstrates attempts are made to prevent program terminations whenever possible. A distinction should be made between preventing program terminations and preventing evictions. (Attachment #4) • Lease/occupancy agreements have no limit on length of stay, nor do they require participation in services. Current RRH providers must provide a copy of a lease or sub-lease agreement for a current client in one of the RRH projects. (Attachment #5) <p>Suggested Scoring Scale:</p> | |

| Reference Application Question | Scoring Component | Score |
|--------------------------------------|--|-------|
| | <ul style="list-style-type: none"> • 8 -10: Applicant provides a strong description of how Housing First is implemented; all, or almost all, of the points addressed and point to the agency’s experience in providing housing with a Housing First approach. The content of the attachments provides additional evidence the agency embraces and practices Housing First and takes all steps possible to keep clients housed. • 4 - 7: Description of how agency implements Housing First could have been stronger; not clear applicant has fully incorporated a Housing First model within its service delivery; not all of the points above are referenced. Attachments do not clearly support the narrative responses. • 0 - 3: No clear evidence applicant understands or has incorporated Housing First within its service delivery model. Required attachments are either missing or content therein does not support narrative responses. <p><u>Comments</u></p> | |
| 26 (DV specific) | <p><u>Increasing Participant Safety (8 maximum)</u></p> <p>Suggested scoring scale:</p> <ul style="list-style-type: none"> • 6 – 8: The responses provided to each part of this question (a – h) clearly demonstrate how the applicant will ensure and increase the safety of participants in the program. The responses given demonstrate well thought-out protocol, policies, and staffing to that demonstrate agency has ensured the safety and confidentiality of DV survivors. • 3 – 5: The responses provided could have been stronger or clearer. There are some questions about the applicant’s plans to help ensure or increase the safety and confidentiality of program participants. • 0 – 2: Response was significantly lacking. Little evidence that the applicant will be able to ensure or increase the safety of persons to be served. <p><u>Comments</u></p> | |
| 27 (DV specific) 28 (DV specific) | <p><u>Trauma Informed and Victim-Centered Approach to Service Delivery (8 maximum)</u></p> <p>Suggested scoring scale:</p> <ul style="list-style-type: none"> • 6 – 8: The responses provided to each of these questions demonstrates that the applicant has a clear plan for how it will provide trauma-informed, victim centered services in its response to question 28a-g. • 3 – 5: The responses provided could have been stronger or clearer. The responses given in question 28a-g do not fully describe how a trauma-informed care approach will be implemented. • 0 – 2: Response was significantly lacking. Little assurance that the applicant has ability to provide trauma-informed care or a victim-centered approach to services. | |

| Reference Application Question | Scoring Component | Score |
|---------------------------------|--|-------|
| | <u>Comments</u> | |
| Budget Charts | <p><u>Budget (17 maximum)</u> Suggested Scoring Scale</p> <ul style="list-style-type: none"> • 14 -17: All budget charts are calculated correctly, including the lines in the summary budget. Budget request is clear and logical given the overall application; quantity descriptions given clearly identify what is included in the request, including any FTE requests. The applicant demonstrates that there are other sources of funding committed to the project (as indicated in the budget charts or elsewhere in the application). The budget clearly demonstrates how the project will be able to achieve a 1:25 case manager to client ratio. • 10-13: All budget charts are calculated correctly, including the lines in the summary budget. Budget request is clear and logical given the overall application; quantity descriptions given clearly identify what is included in the request, including any FTE requests. Other sources of funding are only expected, not yet committed to the project (as indicated in the budget charts or elsewhere in the application). There are some questions how the budget will allow the project to achieve a 1:25 case manager to client ratio. • 6-9: Budget charts may be calculated correctly, but the budget is lacking in logic and connection to the overall application. Details in the “cost description” in the budget charts is lacking. Other funding sources may or may not be committed to the project. Little clarity on how the budget will allow the project to achieve a 1:25 case manager to client ratio. • 0-5: Significant deficiencies or unclarity questions about the requested budget. <p><u>Comments</u></p> | |
| Match Chart and Attachments #16 | <p><u>Match (3 maximum)</u> Suggested Scoring Scale: <i>Note: Match documentation was not a required attachment, but additional pts given if included</i></p> <ul style="list-style-type: none"> • 3: Calculated the correct match requirements; amount of match identified in match chart (part 3 of the budget section) are same as line 7 of the budget chart; matching source(s) are clearly identified, all relevant lines in the match chart are completed; written match documentation <i>included</i> with application for <i>ALL</i> matching sources. Written documentation indicates match would be available for the project in 2022. • 2: Calculated the correct match requirements; amount of match identified in match chart (part 3 of the budget section) are same as line 7 of the budget chart; matching source(s) are clearly identified, all relevant lines in the match chart are completed; written match documentation <i>may</i> be provided for some or none of the match sources. Written documentation indicates match would be available for the project in 2022. | |

| Reference Application Question | Scoring Component | Score |
|---|--|----------|
| | <ul style="list-style-type: none"> • 0-1: Some errors in calculating match requirements and no match documentation provided. <p><u>Comments</u></p> | |
| Attach #1 | <p><u>Review of Agency Financial Audit (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year in the agency’s financial audit (not the A-133 audit).</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with CoC Grant (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with CoC grants.</p> | |
| Attach #2 (if applicable) | <p><u>Review of Agency A-133 Audit: Findings Associated with Other Federal Grants (besides CoC grants) (up to -2 points)</u> Up to 2 points may be deducted from the project score for repeat and/or unresolved audit findings from prior audit year associated with Federal grants <i>other than</i> CoC grants.</p> | |
| Attachments #6 - #10 (if applicable) | <p><u>Review of HUD CoC Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the CoC program monitoring report for which no Corrective Action Plan was submitted by HUD’s deadlines, or Correction Action Plan submitted did not meet HUD’s approval.</p> | |
| Attachments #11 - #15 (if applicable) | <p><u>Review of City of Detroit Homeless Program Monitoring (up to -2 points)</u> Up to 2 points may be deducted from the project score for findings in the City of Detroit Homeless program monitoring report for which no Corrective Action Plan was submitted by City of Detroit’s deadlines, or Correction Action Plan submitted did not meet City of Detroit’s approval.</p> | |
| <u>Renewal Project(s) Performance: Component #1 (Income & Employment Outcomes)</u> | | |
| <p><i>Maximum Possible: 4</i> This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 4 points possible for this component (XX%).</p> | | X |
| <u>Current Project Performance: Component #2 (Housing Outcomes)</u> | | |
| <p><i>Maximum Possible: 5</i> This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 5 points possible for this component (XX%).</p> | | X |
| <u>Current Project Performance: Component #3 (Financial Performance)</u> | | |
| <p><i>Maximum Possible: 3</i> This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 3 points possible for this component (XX%).</p> | | X |

| Reference Application Question | Scoring Component | Score |
|--------------------------------|--|-------|
| | <p><u>Current Project Performance: Component #7 (CAM Participation)</u></p> <p><i>Maximum Possible: 3</i></p> <p>This applicant earned an overall average of XX% of the points possible for this component for its CoC funded renewal projects. Therefore, this new project application will earn X out of the 3 points possible for this component (XX%).</p> | X |
| | TOTAL SCORE | |
| | Total Points Possible For This Application | |

ADDITIONAL REVIEWER NOTES

Attachment 1E-2a: Scored Forms for One Project

CoC: MI-501

The most commonly used score form in the Detroit CoC is the scoring form for renewal PSH projects.

Attached is a completed score form for one renewal PSH project in the Detroit CoC. This score form was used in the FY2022 CoC Competition.



**Detroit Continuum of Care
FY2022 HUD CoC Renewal Project Scoring Sheet**

August 17, 2022

| | |
|--|-----------------------------|
| Applicant Organization Name: | Community & Home Supports |
| Project Name: | Permanent Community Support |
| HUD Project Component Type: | PSH |
| Initial Score: | 115 |
| Points Deducted for Substantiated Grievances: | 0 |
| Points Deducted for Unresolved/Repeat Audit/Monitoring Findings | 0 |
| Points Deducted for Late or Incorrect Submission | 0 |
| FINAL POINTS: | 115 |
| Points Possible for Project | 117 |
| Percentage Earned | 98% |
| Passed Threshold? (70% needed to pass threshold) | YES |

| Scoring Summary Chart | | |
|--|----------------------------|----------------------|
| | Max Points Possible | Points Scored |
| Component #1: Mainstream Resources & Employment | | |
| A) Leavers w/cash income | 5 | 5 |
| B) Leavers w/non-cash benefits | 5 | 5 |
| C) Leavers w/earned income | 3 | 3 |
| D) Leavers w/increase in total income | 2 | 2 |
| E) Stayers with health insurance | 2 | 2 |
| Component #2: Housing Performance | | |
| A) Housing retention or exit to PH | 30 | 30 |
| B) Utilization rates | 10 | 10 |
| C) Length of Time from Referral to Housing Move-In | 10 | 10 |
| D) Returns to Homelessness | 3 | 1 |
| E) Service staff and Program Availability | 3 | 3 |
| F) Facilitation & Tracking Referrals | 2 | 2 |
| Component #3: Financial Performance | 8 | 8 |
| Component #4: HMIS Participation | | |
| A) Agency Admin Mtg Attend | 3 | 3 |
| B) Data Quality and Completeness | 5 | 5 |
| C) Accurate Reporting of Annual Assessment | 1 | 1 |
| D) Known Exit Destination | 6 | 6 |
| E) 2022 HIC Submission | 5 | 5 |
| Component #5: Inclusion of Persons w/Lived Exp. | | |
| A) Consumer Participation | 2 | 2 |
| B) Narrative response: meaningful participation of PWLE | N/A | N/A |
| Component #6: CoC Participation | | |
| A) 2022 Unsheltered PIT Participation | 2 | 2 |
| Component #7: CAM Participation | | |
| A) Referral Outcome Reporting (CoC project) | 2 | 2 |
| B) Referral Outcome Reporting (other projects) | 2 | 2 |
| C) New Client Entries | 2 | 2 |
| D) Housing Move-in Date Completion | 4 | 4 |
| TOTAL | 117 | 115 |

Component #1: Mainstream Resources & Employment (17 points)

| Metric | Points Possible | Project's Performance | Points Earned |
|---|--|-----------------------|---------------|
| A) Percentage of Leavers with Any Cash Income | 65% - 100%: 5 points 40% - 64%: 3 points Below 40%: 0 points | 92% | 5 |
| B) Percentage of Leavers with Any Non-Cash Benefits | 85% - 100%: 5 points 60% - 84%: 3 points Below 60%: 0 points | 100% | 5 |
| C) Percentage of Leavers with Earned Income (Employment) | 10% - 100%: 3 points 5% - 9%: 1 points Below 5%: 0 points | 23% | 3 |
| D) Percentage with Increase in Total Cash Income for Leavers & Stayers: | 40% - 100%: 2 points 10% - 39%: 1 points Below 10%: 0 points | 51% | 2 |
| E) Percentage of stayers with health insurance | 60% - 100%: 2 points 25% - 59%: 1 points Below 25%: 0 points | 99% | 2 |
| Total Project Score for Component #1: | | | 17 |

Component #2: Housing Performance (58 points)

| Metric | Points Possible | Project's Performance | Points Earned |
|--|--|-----------------------|---------------|
| A) Percentage of participants who remain in PH or exit to other PH: | 95% - 100%: 30 points 90% - 94%: 25 points 80% - 89%: 10 points Below 80%: 0 points | 99% | 30 |
| B) Overall average utilization rates as on 1/27/21, 4/28/21, 7/28/21, 10/27/21, 12/29/21 | 90% - 100%: 10 points 75% - 89%: 5 points Below 75%: 0 points | 105% | 10 |
| C) Length of Time from Referral to Housing Move-In | <u>PSH Scattered-Site</u> <ul style="list-style-type: none"> • 78 days or less: 10 • 79 to 82 days: 5 • 83 to 94 days: 3 • >94 days: 0 | 66 days | 10 |
| D) Returns to Homelessness | 3% or fewer: 3 points 4% - 5%: 2 points 6% - 15%: 1 point >15%: 0 points | 10% | 1 |
| E) Service Staff and Program Availability | 24/7: 3 points 8AM - 5PM, M-F with some weekend hours: 2 points 9AM - 5PM, M - F: 1 point | 24-7 | 3 |
| F) Facilitation and Tracking of Referrals | Yes: 2 points No/unknown: 0 points | yes | 2 |
| Total Score for Component #2: | | | 56 |

Component #3: Financial Performance (8 points)

| Metric | Points Possible | Project's Performance | Points Earned |
|---|---|-----------------------|---------------|
| Percentage of project's annual budgeted HUD grant expended during the most recently completed project year: | Projects without a rental assistance budget line that expended: 90% - 100%: 8 points 85% - 89%: 4 points Less than 85%: 0 points | 100% | 8 |
| | Projects with a rental assistance budget line that expended: 85% - 100%: 8 points 75% - 84%: 4 points Less than 75%: 0 points | | |
| Total Project Score for Component #3: | | | 8 |

Component #4: HMIS Participation (20 points)

| Metric | Points Possible | Project's Performance | Points Earned |
|---|---|-----------------------|---------------|
| A) Attendance at majority of Agency Administrator meetings during Jan - Dec 2021 (including 2 e-blasts) | 4 or more mtgs (including e-blasts): 3 points 3 or fewer mtgs (including e-blasts): 0 points | 7 | 3 |
| B) Data Quality and Completeness, based on % error rate for name, date of birth, relationship to head of household, income source at entry, income source at exit | 1 point for each element with error rate of 5% or less | 5 | 5 |
| C) Accurate recording of annual assessment | 5% or less: 1 point 6% or more: 0 points | 0% | 1 |
| D) Known Destination | 75% - 100%: 6 points 60% - 74%: 3 points <60%: 0 points | 100% | 6 |
| E) 2022 HICs submitted by deadline | Yes: 5 points No: 0 points | yes | 5 |
| Total Project Score for Component #4: | | | 20 |

Component #5: Consumer Participation (8 points)

| Metric | Points Possible | Project's Performance | Points Earned |
|--|---|--|---------------|
| A) Is recipient (and sub-recipients(s) if applicable) compliant with HEARTH regulation 578.75(g) | Currently consumer participation and documentation provided: 2 No current consumer participation, no plan in place: 0 points | documentation of current consumer participation provided | 2 |
| B) Narrative response of PWLE | Up to 6 points possible | N/A: See below | N/A |
| Total Project Score for Component #5: | | | 2 |

Component #6: CoC Participation (2 points)

| Metric | Points Possible | Project's Performance | Points Earned |
|--|---|-----------------------|---------------|
| A) Participation in 2022 Unsheltered PIT Count | Agency Participation: 2 Points No Agency Participation: 0 Points | Yes | 2 |
| Total Project Score for Component #6: | | | 2 |

Component #7: CAM Participation (10 points)

| Metric | Points Possible | Project's Performance | Points Earned |
|---|--|-----------------------|---------------|
| A) Referral Outcome Reporting (CoC funded Project) | 75% - 100% of referrals with outcome reported in HMIS: 2 points <75% of referrals with outcome reported in HMIS: 0 points | 96% | 2 |
| B) Referral Outcome Reporting (Non-CoC funded Projects) | 75% - 100% of referrals with outcome reported in HMIS: 2 points <75% of referrals with outcome reported in HMIS: 0 points | 100% | 2 |
| C) New Client Entries (Jan - Dec 2021) | 100% new client entries referred via CAM: 2 points <100% new client entries referred via CAM: 0 points | 100% | 2 |
| D) Housing Move-in Date (HMID) Completion | 90% - 100% clients with a HMID completed: 4 points 80% - 89% clients with a HMID completed: 2 points 70% - 79% clients with a HMID completed: 1 points <70% clients with a HMID completed: 0 points | 100% | 4 |
| Total Project Score for Component #7: | | | 10 |

NOTES

Due to the reduce timeline given for reviewing projects, Component 5B (Narrative response of meaningful inclusion of Persons with Lived Experience) has removed as a scoring criteria for renewal projects this year. These responses will be reviewed and evaluated in the months to come, with feedback provided to agencies. Agencies should anticipate this being a scored response in the 2023 competiton.

POINTS DEDUCTED

Points were deducted from this project due to:

N/A

Attachment 1E-5: Notification of Projects Rejected-Reduced

CoC: MI-501

In the FY2022 CoC Competition, the CoC rejected two applications for new project funding. Attached are the letters notifying the applicants of this rejection. One letter was sent on August 11, 2022, the other letter was sent on August 17, 2022.

In the FY2022 CoC Competition, the CoC did not reduce the funding of any applications.

From: [Amanda Sternberg](#)
To: [Roslyn Baughman \(roslyn.baughman@tasmd.org\)](mailto:roslyn.baughman@tasmd.org)
Cc: [Celia S. Thomas \(cthomas@alternativesforgirls.org\)](mailto:cthomas@alternativesforgirls.org)
Subject: Notice regarding TASMD new CoC bonus project application
Date: Thursday, August 11, 2022 6:46:00 AM
Attachments: [CoC Board Decision TASMD new PSH application.pdf](#)

Hello Ms. Baughman,

Please see attached regarding Travelers Aid's new CoC bonus project application.

You will note this letter references the Youth Homelessness Demonstration Program (YHDP) funding opportunity. That funding opportunity was released on August 10, and details may be found on HAND's website here: <https://www.handetroit.org/yhdp-funding>

Thank you.

Amanda Sternberg, LMSW

Performance Management Analyst
Homeless Action Network of Detroit
3701 Miracles Blvd, Suite 101
Detroit, MI 48201
Office: 313-964-3666 x104
Direct: 313-380-1714
amanda@handetroit.org

Detroit Continuum of Care

Working to Equitably End Homelessness in Detroit, Highland Park, & Hamtramck

August 11, 2022

Roslyn Baughman
Travelers Aid Society of Metropolitan Detroit
3031 W. Grand Blvd, Suite 690
Detroit, MI 48202

Re: Application for new Continuum of Care PSH CoC Bonus funding

Dear Ms. Baughman;

Thank-you for your application to the Detroit Continuum of Care (CoC) for a new CoC Bonus funding Permanent Supportive Housing (PSH) project. On behalf of the Detroit CoC Board of Directors, I regret to inform you that the Detroit Continuum of Care is unable to consider this application for CoC Bonus funding.

The application submitted by Travelers Aid for CoC Bonus funding, titled "Travelers Aid Youth Program" states, in response to question 10b that the target population for this project will be "The target population for this project will be LGBTQ+ youth, between the ages of 18-24, with a diagnosed disability and history of chronic homelessness."

The Request for Proposals (RFP) released on June 23, 2022 for new CoC funding states on page 5 (Section IX: Project Target Populations to be Served for PSH, RRH, and TH-RRH projects: *"The CoC will not consider new or expansion PSH projects exclusively targeted to youth (ages 18-24) as there is other funding (Youth Homelessness Demonstration Program) better suited to specifically serve this population."*

Therefore, we are unable to consider your application for CoC Bonus funding. Please note that a Request for Proposals and application for Youth Homelessness Demonstration Funding (YHDP) will be released by the CoC in the coming days. With the YHDP funding, agencies will have the opportunity to apply for PSH that is targeted to youth. Travelers Aid may want to consider applying for YHDP funding instead. Information about the YHDP RFP, including application deadlines, will be released via HAND's email listserv and will be posted here: www.handetroit.org/yhdp-funding.

If you have any questions on any of the above, you may contact me at (313) 775-2575 or Amanda Sternberg at (313) 380-1714 or Amanda@handetroit.org.

Thank you,



Dr. Celia Thomas
Detroit Continuum of Care Board Chair

From: [Amanda Sternberg](#)
To: [Safe Housing Outreach Ministry SHOM](#)
Cc: [Celia S. Thomas \(cthomas@alternativesforgirls.org\)](mailto:cthomas@alternativesforgirls.org)
Subject: Notice regarding Safe House Outreach Ministries new CoC bonus project application
Date: Wednesday, August 17, 2022 8:02:00 AM
Attachments: [CoC Board Decision SafeHouse Outreach new project application.pdf](#)

Hello Ms. Brown,

Please see attached regarding Safe House Outreach Ministries' new CoC project application.

You will note this letter references an upcoming Supplemental Request for Proposals the CoC intends to release by August 19th. Details on that funding opportunity, when it is available, will be posted on HAND's website here: <https://www.handetroit.org/continuum-of-care-funding>

Thank you.

Amanda Sternberg, LMSW

Performance Management Analyst
Homeless Action Network of Detroit
3701 Miracles Blvd, Suite 101
Detroit, MI 48201
Office: 313-964-3666 x104
Direct: 313-380-1714
amanda@handetroit.org

Detroit Continuum of Care

Working to Equitably End Homelessness in Detroit, Highland Park, & Hamtramck

August 17, 2022

Ashley Brown
Safe House Outreach Ministry
23147 Bolam Ave
Warren, MI 48089

Re: Application for new Continuum of Care funding

Dear Ms. Brown,

Thank you for your application to the Detroit Continuum of Care (CoC) for a new Continuum of Care project. On behalf of the Detroit CoC Board of Directors, I regret to inform you that the Detroit Continuum of Care is unable to consider this application for new CoC funding.

The application submitted by the Safe House Outreach Ministry was not submitted using the application form provided. While the CoC does accept applications submitted via a shared Google drive (as Safe House's was submitted), Safe House's application contained a separate Word document in that Google drive for (seemingly) each separate application question. In this format, it was not clear if the application had responded to each question, or in some instances which application question the individual Word document was referring to.

Given the format in which the application was submitted, we are unable to review and consider your application for new Continuum of Care funding. Please note that a Request for Proposals and application for a supplemental round of new Continuum of Care funding will be released by August 19, 2022. Safe House may want to consider applying for this funding. Information about the Supplemental RFP, including application deadlines, will be released via HAND's email listserv and will be posted here: <https://www.handetroit.org/continuum-of-care-funding>.

Additionally, once the Continuum of Care competition closes in mid-October, Amanda Sternberg from HAND would be pleased to provide more detailed feedback on the content of the application submitted by Safe House, so that you may be better positioned to apply in future competitions.

If you have any questions on any of the above, you may contact me at (313) 775-2575 or Amanda Sternberg at (313) 380-1714 or Amanda@handetroit.org.

Thank you,



Dr. Celia Thomas
Detroit Continuum of Care Board Chair

Attachment 1E-5a: Notification of Projects Accepted

CoC: MI-501

From: [Amanda Sternberg](#)
To: [Amanda Sternberg](#)
Bcc: [NDabaja@accesscommunity.org](#); [mmakki@accesscommunity.org](#); [mmroue@accesscommunity.org](#); [agood@alternativesforgirls.org](#); [cthomas@alternativesforgirls.org](#); [tyancey@alternativesforgirls.org](#); [ccumcac@aol.com](#); [aelster@casscommunity.org](#); [egeorge@casscommunity.org](#); [pmcgreen@att.net](#); [js1@chsinc.org](#); [MN1@chsinc.org](#); [mt1@chsinc.org](#); [cjohnson@cotsdetroit.org](#); [cnmorgan@cotsdetroit.org](#); [amorrell@cotsdetroit.org](#); [CGRIFFIN@cotsdetroit.org](#); [kfarrow@centralcityhealth.com](#); [mmonette@centralcityhealth.com](#); [kmarietti@centralcityhealth.com](#); [rshipman@centralcityhealth.com](#); [draudi@drmm.org](#); [jagboka@drmm.org](#); [bwillis@drmm.org](#); [linda@drmm.org](#); [dowens@drmm.org](#); [rblumenfeld@drmm.org](#); [jwhite1@dwhn.org](#); [tjones@dwmha.com](#); [edoeh1@dwmha.com](#); [tjames@dwmha.com](#); [lmccain@develctrs.org](#); [cliesman@develctrs.org](#); [nwade@develctrs.org](#); [tbosley@develctrs.org](#); [JMcCormack@develctrs.org](#); [Tasha Gray](#); [Tamara Gaines](#); [Kaitie Giza](#); [Kiana Harrison](#); [Nicole Palmerton](#); [dave.sampson@marinersinn.org](#); [svanevery@marinersinn.org](#); [cjackson@marinersinn.org](#); [sspencer@marinersinn.org](#); [kroach@mchsmi.org](#); [strotter@mchsmi.org](#); [koneal@mchsmi.org](#); [kedmon@mchsmi.org](#); [jriggs@wcns.org](#); [gwhite@wcns.org](#); [pwilson@wcns.org](#); [llittle@nso-mi.org](#); [debwilliams@nso-mi.org](#); [jwojahn@nso-mi.org](#); [luke.hassevoort@ruthelliscenter.org](#); [mark.erwin@ruthelliscenter.org](#); [staci.hirsch@ruthelliscenter.org](#); [jebaugh@swsol.org](#); [jscarlett@swsol.org](#); [pbeasley@swsol.org](#); [roslyn.baughman@tasmd.org](#); [mdarlene266@gmail.com](#); [Brittany.Meade@tasmd.org](#); [KaiserP@michigan.gov](#); [HendgesL2@michigan.gov](#); [tallariqor@michigan.gov](#); [mrobinson@waynometro.org](#); [lpiszker@waynometro.org](#); [rjones@waynometro.org](#); [mcenti@waynometro.org](#); [dbutler@waynometro.org](#); [wmdevelopment@waynometro.org](#); [Elizabeth Orozco-Vasquez \(evasquez@freedomhousedetroit.org\)](#); [Teresa Duhl](#)
Subject: Final FY2022 CoC Project Priority Ranking List
Date: Thursday, September 15, 2022 6:36:00 AM
Attachments: [Final FY2022 Project Priority Ranking List and Policies.pdf](#)

Hello,

This email, and the attachment, serves as notice that all renewal and new projects listed on the accompanying project priority listing have been accepted by the Detroit CoC for submission to HUD as a part of the FY2022 Continuum of Care application. These projects will be submitted to HUD by September 30, 2022 in rank order as given in the accompanying list. This list has also been posted on HAND's [website](#).

This information is provided to meet HUD's requirement that projects be informed at least 15 days prior to the close of the CoC competition if projects will be accepted or rejected by the CoC. Projects submitted to the CoC that were not accepted have been informed individually that their projects would not be submitted to HUD.

As you will note in the list, the overall score received on the project application, as well as the score received on specific components as needed for tie-breakers, is given. If you have questions about the project ranking list, feel free to reach out to me for further details.

Thank you.

Amanda Sternberg, LMSW

Performance Management Analyst
Homeless Action Network of Detroit
3701 Miracles Blvd, Suite 101
Detroit, MI 48201
Office: 313-964-3666 x104
Direct: 313-380-1714
amanda@handetroit.org



FY2022 Detroit Continuum of Care Project Priority Ranking List September 15, 2022

Notification of Acceptance of Project for Submission to HUD

This document serves as notice that all renewal and new projects listed on the accompanying project priority listing have been accepted by the CoC for submission to HUD as a part of the FY2022 Continuum of Care application. These projects will be submitted to HUD by September 30, 2022 in rank order as given in the accompanying list. This document was made available on the website of the Collaborative Applicant, the Homeless Action Network of Detroit (HAND) on September 15, 2022, and may be accessed [here](#). This list was also distributed via email to all project applicants.

FY2022 Project Priority Ranking Policies

The Detroit CoC Board approved the FY2022 project priority ranking policies on July 11, 2022. These policies may be accessed from HAND's website [here](#). The policies are also provided at the end of this document, following the list of projects. Also given here are the recommendations made, and action taken, in response to this policy language:

Final Ranking List Review and Recommendation

Following the submission, review, and scoring of all renewal and new project applications.... The Values & Funding Priority Committee may recommend to the CoC board that a project(s) that would have been in Tier 2 because of the ranking policies instead be placed into Tier 1. If the Committee chooses to move a Tier 2 project up to Tier 1, it will need to provide rationale for the recommendation. The Committee will present its final recommended project ranking list to the CoC board in accordance with the timeframe required by HUD. The CoC board will make the final decision on the project ranking list.

Values & Funding Priorities Committee Recommendation

Following a review of the ranked projects, the Values & Funding Priorities Committee recommended that the Neighborhood Legal Services Joint Component TH-RRH project, which otherwise would have been ranked in Tier 2 be "bumped up" into Tier 1. This recommendation was made based on the following rationale:

- The Neighborhood Legal Services Michigan (NLSM) joint component TH-RRH project was initially funded with DV bonus money, and therefore exclusively serves people fleeing domestic violence
- NLSM has applied for new, DV bonus expansion funding for this renewal project
- Renewal projects in Tier 2 are at risk of not being selected by HUD for funding. If the renewal portion of this TH-RRH project is not selected, HUD will automatically not select the new expansion portion of this project
- Therefore, moving this renewal project into Tier 1 increases the likelihood that the new funding in Tier 2 may also be selected

The CoC Board approved this recommendation.

Additional Tie-Breaking Criteria

The project ranking policies finalized in July provided up to three tie-breaking criteria in instances when projects had the same performance on the ranking factor. Unexpectedly, this year we had to implement 4th and 5th tie-breaking criteria for the first three renewal PSH projects listed. These 4th and 5th tie breaking criteria were not initially in the ranking policies, but have been approved by the Values and Funding Priorities Committee. The 4th tie-breaking criteria is the percentage earned on component 2A (Housing Retention), and the 5th tie-breaking criteria is the percentage earned on component 2B (Utilization Rates).

FY2022 Reallocation Policies

The Detroit CoC Board approved the FY2022 project priority ranking policies on July 11, 2022. These policies are in the document linked above and included at the end of this document. In FY2022 two renewal projects fell below threshold and would have been reallocated but all were granted an appeal. No agencies voluntarily relinquished their grants nor did the CoC board identify other projects for reallocation. Therefore, no projects were reallocated in FY2022.

Acceptance of Projects for Ranking and Submission to HUD

Renewal Projects

Renewal project applications were due to the Collaborative Applicant on June 22, 2022. The renewal projects were reviewed and scored according to established scoring criteria and received their project scores on August 17, 2022. Following receipt of renewal project scores, projects could submit an appeal in accordance with the [appeals policies](#). Renewal projects were ranked following the completion of the appeals process.

New Projects: CoC Bonus

CoC Bonus project applications were due to the Collaborative Applicant on August 3, 2022. Depending on the project type, the CoC board considered applications applying for CoC Bonus funding to also be submitted under the Supplemental Unsheltered Notice of Funding Opportunity (SNOFO).

| Application Due Date | Number of Applications Submitted | Number of Applications Approved for Submission to HUD with CoC Bonus | Number of Applications Rejected | Number of Applications Approved for Submission Under SNOFO |
|----------------------|----------------------------------|--|---------------------------------|--|
| 8/3/2022 | 8 | 4 | 2 | 2 |

New Projects: Domestic Violence Bonus Funding

Applications for Domestic Violence Bonus funding were due to the Collaborative Applicant on August 3, 2022.

| Application Due Date | Number of Applications Submitted | Number of Applications Approved for Submission to HUD with DV Bonus funding | Number of Applications Rejected |
|----------------------|----------------------------------|---|---------------------------------|
| 8/3/2022 | 2 | 2 | 0 |

HUD may choose to fund the Domestic Violence Bonus projects using either Domestic Violence Bonus funding or CoC Bonus funding. If the project is funded with Domestic Violence Bonus funding, all other projects ranked below this project will move up on the ranking list.

New Project Funding Available and Requested

The table below demonstrates the total amount of new funding available to the CoC and the total amounts requested.

| | Total Amount Available | Total Amount to be Submitted to HUD | Balance Not Being Requested |
|-------------------------|-------------------------------|--|------------------------------------|
| CoC Bonus | \$1,651,973 | \$1,651,973 | \$0 |
| Domestic Violence Bonus | \$3,303,974 | \$1,295,223 | \$2,008,724 |

CoC Planning Funding Requested

CoC Planning funding is available to the Homeless Action Network of Detroit to allow it to fulfill its role as the Collaborative Applicant. These funds are separate from funds used to fund other CoC programs and may only be granted to the CoC's Collaborative Applicant. The final amount of CoC Planning that will be applied for in FY2022 will not exceed \$991,184, the total amount of CoC Planning funding available.

Final FY2022 Project Priority Ranking List

| Ranking # | Applicant Name | Project Name | Project type | Total CoC Request | Cumulative Total | Total % earned on Component 2 | 1st Tie breaker: Overall % earned on application | 2nd tie-breaker: % earned on 1A | 3rd tie-breaker: % earned on 1B | 4th tie-breaker: % earned on 2A | 5th tie-breaker: % earned on 2B | Tie breaker for Infrastructure project-specific score (Comp. 8 & 9) |
|-----------|--|--|--------------|-------------------|------------------|-------------------------------|--|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---|
| | TIER 1 PROJECTS | | | | | | | | | | | |
| | RANKING POLICY #1: Renewal CoC | | | | | | | | | | | |
| 1 | Community & Home Supports | Coordinated Assessment & Navigation Project | CE-SSO | 847,538 | 847,538 | | 100% | | | | | 100% |
| 2 | Homeless Action Network of Detroit | HMIS | HMIS | 390,233 | 1,237,771 | | 100% | | | | | 100% |
| 3 | Southwest Counseling Solutions | CE Consolidation | CE-SSO | 959,341 | 2,197,112 | | 82% | | | | | |
| | RANKING POLICY #2: Renewal Projects Without 12 Months Operation by 12/31/2021 | | | | | | | | | | | |
| 4 | Ruth Ellis Center, Inc. | Clairmount Center | PSH | 221,848 | 2,418,960 | | 100% | | | | | |
| 5 | Neighborhood Service Organization | The Clay Apartments PSH | PSH | 530,359 | 2,949,319 | | 97% | | | | | |
| 6 | ACCESS | Rapid Rehousing for DV | PSH | 327,227 | 3,276,546 | | N/A | | | | | |
| 7 | Alternatives For Girls | DV Bonus TH-RRH | TH-RRH | 565,704 | 3,842,250 | | 100% | | | | | |
| | RANKING POLICY #3: Renewal Permanent Supportive Housing | | | | | | | | | | | |
| 8 | Cass Comm. Social Services | Scott Permanent Supportive Housing | PSH | 230,843 | 4,073,093 | 100% | 100% | 100% | 100% | 100% | 93% | |
| 9 | Community & Home Supports | Permanent Community Home Support I | PSH | 586,280 | 4,659,373 | 100% | 100% | 100% | 100% | 98% | 101% | |
| 10 | Cass Comm. Social Services | Brady Apartments (Cass Apartments) | PSH | 543,596 | 5,202,969 | 100% | 100% | 100% | 100% | 98% | 97% | |
| 11 | Cass Comm. Social Services | Thomasson Apartments | PSH | 177,318 | 5,380,287 | 100% | 95% | 100% | 83% | | | |
| 12 | Travelers Aid Society of Metro. Detroit | BEIT | PSH | 1,060,526 | 6,440,813 | 100% | 90% | 88% | 76% | | | |
| 13 | COTS | Buermeyer Manor | PSH | 154,194 | 6,595,007 | 100% | 86% | 82% | 92% | | | |
| 14 | Detroit Wayne Integrated Health Network | Detroit Central City Rental Assistance Program | PSH | 397,015 | 6,992,022 | 100% | 81% | 25% | 74% | | | |
| 15 | Neighborhood Service Organization | NSO/COTS | PSH | 125,832 | 7,117,854 | 99% | 97% | 75% | 88% | | | |
| 16 | Neighborhood Service Organization | FUSE | PSH | 266,418 | 7,384,272 | 98% | 98% | 75% | 100% | | | |
| 17 | Neighborhood Legal Svcs Michigan | Project Hope II | PSH | 852,447 | 8,236,719 | 98% | 96% | 69% | 88% | | | |
| 18 | MI Dept. of Health & Human Svcs | PSH Detroit | PSH | 2,968,572 | 11,205,291 | 98% | 91% | 75% | 82% | | | |
| 19 | Community & Home Supports | Permanent Community Home Support II | PSH | 1,438,911 | 12,644,202 | 97% | 98% | 92% | 100% | | | |
| 20 | Travelers Aid Society of Metro. Detroit | Infinity | PSH | 1,147,342 | 13,791,544 | 97% | 88% | 70% | 81% | | | |
| 21 | Neighborhood Legal Svcs Michigan | Project Hope | PSH | 627,003 | 14,418,547 | 93% | 92% | 75% | 94% | | | |
| 22 | Cass Comm. Social Services | Webb Street Permanent Supportive Housing | PSH | 241,586 | 14,660,133 | 91% | 96% | 100% | 100% | | | |
| 23 | Detroit Rescue Mission Ministries | Cornerstone PSH | PSH | 1,473,257 | 16,133,390 | 91% | 89% | 55% | 65% | | | |
| 24 | Detroit Wayne Integrated Health Network | Detroit Central City Permanent Housing | PSH | 484,217 | 16,617,607 | 91% | 84% | 71% | 93% | | | |
| 25 | Neighborhood Service Organization | Bell Supportive Housing Project | PSH | 607,790 | 17,225,397 | 88% | 91% | 80% | 75% | | | |
| 26 | Detroit Wayne Integrated Health Network | Southwest Solutions Matrix Rental Assistance Program | PSH | 348,201 | 17,573,598 | 88% | 91% | 67% | 62% | | | |
| 27 | Detroit Wayne Integrated Health Network | DCI/COTS Omega | PSH | 546,536 | 18,120,134 | 86% | 87% | 78% | 82% | | | |
| 28 | Cass Comm. Social Services | Travis Permanent Supportive Housing | PSH | 429,971 | 18,550,105 | 83% | 90% | 71% | 71% | | | |
| 29 | COTS | Pathways | PSH | 853,814 | 19,403,919 | 83% | 84% | 46% | 86% | | | |
| 30 | Southwest Counseling Solutions | Rental Assistance Consolidation | PSH | 1,373,530 | 20,777,449 | 83% | 79% | 76% | 81% | | | |
| 31 | Southwest Counseling Solutions | Leasing Assistance Consolidation | PSH | 1,019,874 | 21,797,323 | 83% | 78% | 25% | 81% | | | |
| 32 | Neighborhood Service Organization | Supportive Housing | PSH | 403,493 | 22,200,816 | 81% | 87% | 100% | 100% | | | |
| 33 | Wayne Metro. Comm. Action Agency | Detroit CoC PSH | PSH | 1,160,269 | 23,361,085 | 81% | 67% | 52% | 57% | | | |
| 34 | Central City Integrated Health | CoC PSH Program | PSH | 1,231,435 | 24,592,520 | 69% | 73% | 83% | 81% | | | |
| 35 | Mariners Inn | Mariners Inn Permanent Supportive Housing | PSH | 249,927 | 24,842,447 | 66% | 73% | 67% | 72% | | | |
| 36 | Central City Integrated Health | CoC PSH Bonus Program | PSH | 706,449 | 25,548,896 | 66% | 68% | 57% | 93% | | | |
| | RANKING POLICY #5: Renewal Joint Component Transitional Housing-Rapid Rehousing * | | | | | | | | | | | |
| 37 | Neighborhood Legal Svcs Michigan | Project First Steps | TH-RRH | 157,694 | 25,706,590 | 100% | 83% | 45% | 79% | | | |
| | RANKING POLICY #4: Renewal Rapid Rehousing | | | | | | | | | | | |
| 38 | Alternatives For Girls | Detroit Youth RRH | RRH | 308,977 | 26,015,567 | 100% | 93% | 50% | 90% | | | |
| 39 | Neighborhood Service Organization | RRH | RRH | 331,234 | 26,346,801 | 95% | 90% | 78% | 92% | | | |

Final FY2022 Project Priority Ranking List

| Ranking # | Applicant Name | Project Name | Project type | Total CoC Request | Cumulative Total | Total % earned on Component 2 | 1st Tie breaker: Overall % earned on application | 2nd tie-breaker: % earned on 1A | 3rd tie-breaker: % earned on 1B | 4th tie-breaker: % earned on 2A | 5th tie-breaker: % earned on 2B | Tie breaker for Infrastructure project-specific score (Comp. 8 & 9) |
|--|------------------------------------|---------------------------|--------------|-------------------|------------------|-------------------------------|--|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---|
| 40 | Neighborhood Legal Svcs Michigan | Project Permanency One | RRH | 1,265,682 | 27,612,483 | 91% | 91% | 75% | 94% | | | |
| 41 | Southwest Counseling Solutions | CoC RRH | RRH | 425,535 | 28,038,018 | 83% | 70% | 52% | 77% | | | |
| 42 | Neighborhood Legal Svcs Michigan | NLSM Cares (Tier 1) | RRH | 156,950 | 28,194,968 | 81% | 88% | 73% | 90% | | | |
| Tier 1 Limit: \$28,194,968 | | | | | | | | | | | | |
| TIER 2 PROJECTS | | | | | | | | | | | | |
| 42 | Neighborhood Legal Svcs Michigan | NLSM Cares (Tier 2) | RRH | 1,121,554 | 29,316,522 | | | | | | | |
| RANKING POLICY #6: Renewal Transitional Housing | | | | | | | | | | | | |
| 43 | Methodist Children's Home Society | TIPS | TH | 362,392 | 29,678,914 | 88% | 86% | 36% | 97% | | | |
| RANKING POLICY #7: New CoC Bonus/Reallocation Projects | | | | | | | | | | | | |
| 44 | Wayne Metro. Comm. Action Agency | Detroit PSH Expansion | PSH | 729,358 | 30,408,272 | | 71.2% | | | | | |
| 45 | Neighborhood Service Organization | Bell PSH Expansion | PSH | 709,364 | 31,117,636 | | 95.3% | | | | | |
| 46 | Neighborhood Legal Svcs Michigan | Project Hope II Expansion | PSH | 124,409 | 31,242,045 | | 86.8% | | | | | |
| 47 | Homeless Action Network of Detroit | HMIS Expansion | HMIS | 88,842 | 31,330,887 | | 97.5% | | | | | |
| RANKING POLICY #8: New Domestic Violence Bonus Projects | | | | | | | | | | | | |
| 48 | Freedom House | FreedomLives | TH-RRH | 658,760 | 31,989,647 | | 86.6% | | | | | |
| 49 | Neighborhood Legal Svcs Michigan | Project First Steps | TH-RRH | 636,463 | 32,626,110 | | 86.5% | | | | | |

*The Detroit CoC Board approved moving the NLSM renewal TH-RRH project, which would have otherwise been ranked into Tier 2, into Tier 1. This project was moved into Tier 1 to increase the likelihood that the new expansion portion of the project, ranked in Tier 2, may also be selected for funding.



Detroit Continuum of Care

FY2022 Detroit Continuum of Care Competition Project Priority Ranking and Reallocation Policies

July 2022

This document provides the policies by which projects seeking funding in the FY2022 Continuum of Care competition will be prioritized and ranked. This document also provides the policy that will guide reallocation for renewal projects.

I. FY2022 Detroit Continuum of Care Project Priority Ranking Policies

A. Project Priority Ranking Order

The Detroit Continuum of Care (CoC) is required to prioritize and rank projects applying for Continuum of Care (CoC) funding in the annual CoC competition. Projects seeking renewal or new funding in the FY2022 CoC competition will be prioritized and ranked as follows.

1. The *CoC's renewal infrastructure projects* will be ranked first, by overall percentage scored on the renewal application, from highest to lowest, unless the project scores less than 90% on **both of the following**: Overall score and CAM Lead Agency or HMIS Lead Agency or Specific component, (Component 8 or Component 9). Projects scoring less than 90% on **both** components will be ranked with renewal Permanent Supportive Housing projects according to the project's overall score. For the purposes of project prioritization and ranking, "infrastructure projects" are defined as dedicated HMIS grants and Coordinated Entry Supportive Services Only (CE-SSO) grants.

2. *Renewal projects that have not yet completed one full calendar year of operations as of 12/31/2021* will be ranked in the following order by overall percentage scored on the application, from highest to lowest:

- a. PSH projects
- b. RRH projects
- c. TH-RRH projects
- d. CE-SSO projects
- e. Dedicated HMIS projects

Note: This ranking order only applies to "stand-alone" renewal projects. Projects that received new expansion funding in FY2019 or FY2021 will be ranked as a renewal project according to project type in ranking order 3, 4, or 5.

3. *Renewal Permanent Supportive Housing (PSH) projects* ranked by the percentage of points earned on Component 2 (Housing Performance & Quality), from highest to lowest, unless the project scores less than 90% on **all three of the following**: Overall score, Permanent Housing Placement or Retention (component 2A) and Average Utilization (component 2B). Projects scoring less than 90% on **all three** of these components will be ranked with renewal Rapid Rehousing projects according to the percentage of points earned on Component 2 (Housing Performance & Quality).

4. *Renewal Rapid Rehousing (RRH) projects* ranked by the percentage of points earned on Component 2 (Housing Performance & Quality), from highest to lowest, unless project scores less than 90% on **all three of the following**: Overall score, Permanent Housing Placement (component 2A) and Average Utilization (component 2B). Projects scoring less than 90% on **all three** of these components will be ranked with renewal Transitional Housing projects according to the percentage of points earned on Component 2 (Housing Performance & Quality).

5. *Renewal Joint Component Transitional Housing-Rapid Rehousing (TH-RRH)* projects, ranked by the percentage of points earned on Component 2 (Housing Performance & Quality), from highest to lowest, unless project scores less than 90% on **all three of the following**: Overall score, Permanent Housing Placement (component 2A) and Average Utilization (component 2B). Projects scoring less than 90% on **all three** of these components will be ranked with renewal Transitional Housing projects according to the percentage of points earned on Component 2 (Housing Performance & Quality).

6. *Renewal Transitional Housing (TH)* projects ranked by the percentage of points earned on Component 2 (Housing Performance & Quality), from highest to lowest, unless project scores less than 90% on **all three of the following**: Overall score, Permanent Housing Placement (component 2A) and Average Utilization (component 2B). Projects scoring less than 90% on **all three** of these components will be ranked at the bottom of the project ranking list by the percentage of points earned on Component 2 (Housing Performance & Quality).

7. *New, including new expansion project(s), created via reallocation and/or CoC Bonus* funds in the following order by overall project score:

- a. New or expansion PSH projects that, if funded, would bring additional units of PSH to the CoC, with a baseline goal of at least 40 new units.
- b. New or expansion PSH projects requesting supportive services funding only.
- c. Remaining new or expansion PSH projects.
- d. New or expansion RRH projects.
- e. Expansion Dedicated HMIS.
- f. New or expansion CE-SSO projects.

8. *New, including new expansion project(s), created via DV Bonus* funds in the following order by overall project score:

- a. New or expansion RRH or TH-RRH projects.
- b. New or expansion CE-SSO projects.

B. Exclusion or Removal from Project Ranking List

The Detroit CoC reserves the right to exclude or remove a renewal project from the project ranking list, and consequently not submit a project for renewal funding, in the event of written notification from the local HUD Field Office that the project has been out of compliance with regulatory or programmatic requirements and has made no progress on any corrective actions as required by HUD. Any renewal projects excluded or removed from the project ranking list will be reallocated to a new project(s).

C. Consolidated Project Ranking

Projects that submit as a consolidated project will be ranked as follows:

- The individual projects will be ranked according to individual project score; and
- The consolidated project will be ranked according to the highest scoring individual project included in the consolidation.

D. Tiebreaking Criteria

Tiebreaking criteria will be applied as follows:

Ranking order #1 (renewal Infrastructure projects):

1. First tiebreaker: the percentage earned on the project-specific scoring component (Component 8 or Component 9)
2. Second tiebreaker: renewal CE-SSO project(s) will be ranked above renewal HMIS projects, as CE-SSO projects provide direct services to people experiencing homelessness.

Ranking order #2 (renewals with less than 12 months operation):

1. First tiebreaker: the time the application was submitted to HAND, from first submitted to last.

Ranking orders #3, #4, #5, and #6 (renewal PSH, RRH, TH-RRH, and TH):

1. First tiebreaker: the overall percentage the project earned on its renewal application.
2. Second tiebreaker: the percentage earned on component 1A of the project performance in the local application (leaving with source of cash income).
3. Third tiebreaker: the percentage earned on component 1B of the project performance in the local application (leaving with source of non-cash income).

Ranking orders #7, #8 (new projects):

1. First tiebreaker for PSH, RRH, TH-RRH project applications: Percentage of points earned on past housing outcomes data. For new, non-expansion, projects this will be based on the narrative response given in the application as scored by the review committee. For expansion projects, this will be based on the score earned on component 2A of the renewal being expanded. Expansion projects still in first year of operation with no data for Component 2A will be ranked last within this tie-breaking group.

First tiebreaker for CE-SSO applications: Percentage of points earned on narrative response in the application on applicant experience in area of request as scored by the review committee.

2. Second tiebreaker for all applications: Percentage of points earned on Housing First response in the project application as scored by the review committee.

E. Projects Straddling Tier 1/Tier 2

If a project, once listed in ranked order, straddles the Tier 1/Tier 2 funding line with a portion of the project budget falling within Tier 1 and the remaining within Tier 2, the feasibility of the project to operate with only the Tier 1 amount will be determined as follows:

1. In the annual renewal application, agencies will indicate the minimum amount of funding needed for the renewal project to still be feasible.
2. The Values & Funding Priorities Committee will review this response for the project straddling the Tier 1/Tier 2 line and decide whether the project would be feasible at the reduced amount. If the Committee decides it will be feasible, the project will be submitted as is, straddling the Tier 1/Tier 2 line. If the Committee determines it would not be feasible, that project will be dropped down so that it is wholly in Tier 2, and the next ranked project will be moved up. The feasibility of this project will then be determined.
3. If an agency indicates a minimum amount needed to still be feasible exceeding the project's Tier 1 amount, that project will be automatically moved down into Tier 2, and the next ranked project will be moved up and the process given in #2 above will then be repeated with the next ranked project.
4. This process will continue until the following are realized:
 - a. All Tier 1 funds are allocated; OR
 - b. The amount of funds remaining in Tier 1 are a negligible amount. If this occurs, the CoC retains the discretion to allocate the remaining funds to another project in Tier 1 that can accept additional funds. The Collaborative Applicant will make a recommendation on this allocation; this recommendation will be reviewed and approved by the CoC Board before implementing.
5. If the amount remaining in Tier 1 is of such a small amount that no project indicates it would be feasible at that reduced amount, steps 2 through 4 will not apply, but rather the projects will be ranked according to their original ranked order.

F. Renewal Project Threshold Score

All projects applying for renewal funding will be evaluated and scored on a given point scale which will be given in the FY2022 CoC Application Policies. In the FY2022 competition, renewal projects must score at least 70% of the points possible in order to be placed on the project ranking list. Renewal projects that do not score at least 70% will be able to submit an appeal in accordance with the Appeals Policy. Projects should anticipate the 70% threshold may increase in subsequent competitions.

G. Final Ranking List Review and Recommendation

Following the review, scoring, and appeals of renewal projects and board decisions on new project applications, a preliminary project ranking list will be developed in accordance with the above priority ranking order. This ranking list, with projects identified by name and type, will be reviewed by the Values & Funding Priorities Committee. The Values & Funding Priority Committee may recommend to the CoC board that a project(s) that would have been in Tier 2 because of the ranking policies instead be placed into Tier 1. If the Committee chooses to move a Tier 2 project up to Tier 1, it will need to provide rationale for the recommendation. The Committee will present its final recommended project ranking list to the CoC board in accordance with the timeframe required by HUD. The CoC board will make the final decision on the project ranking list.

H. Renewal Project Appeals

The process by which renewal projects may appeal their project score is given in the CoC's Appeals Policy. A project may not appeal its placement on the project priority ranking list.

I. Project Priority and Ranking Policy Review Post NOFO Release

The Detroit CoC Board approved the preliminary ranking policies on DATE prior to the release of the FY2022 CoC Program Notice of Funding Opportunity (NOFO). The preliminary policies were approved noting that adjustments may need to be made following the release of the FY2022 NOFO to ensure the policies aligned with, and did not contradict, the NOFO.

II. FY2022 Reallocation Policy

A. Reallocation Policy

Reallocation is the process by which the budget of a CoC funded project is reduced in part or in whole, with those funds used to fund new projects. In the FY2022 competition, projects may be reallocated for the following reasons:

1. An agency voluntarily relinquishes its CoC grant; **OR**
2. Any renewal project failing to meet the 70% scoring threshold and not granted a threshold waiver will be reallocated. Funding from reallocated project(s) will be used to fund new projects via a competitive application process. Agencies should expect the 70% scoring threshold to increase in future competitions; **AND**
3. In addition to #1 and #2 above, the CoC Board may decide to reallocate a renewal project for reasons other than a project falling below the scoring threshold. If such a decision is made, it must be demonstrated this decision is data-driven and furthers the CoC's goals and priorities; the agency in question would have the opportunity to appeal this decision in accordance with the CoC's appeals policy; **AND**
4. This policy be reviewed, and modified if needed, following the release of the FY2022 Notice of Funding Opportunity (NOFO).

B. Notification of Reallocation Decision

Agencies will be notified of the decision to reallocate a project within 15 days of the CoC application being due to HUD.

C. Appealing Reallocation Decisions

An agency may appeal a decision to reallocate its project in accordance with the CoC's Appeal Policy.

Attachment 1E-5b: Final Project Scores for All Projects

CoC: MI-501

The accompanying list includes the following information as required by HUD:

- Applicant Name
- Project Name
- Project Score
- Project Rank – if accepted
- Award Amount
- Project accepted or rejected status

NOTE: The Detroit CoC ranks projects on factors other than total project score. Other factors used to rank projects include project component type, performance on objective outcomes, performance on system performance measure outcomes, and population served by the project. Additionally, different project types may be able to earn a different number of points. *Therefore, while the total project score is given (per HUD's instructions), please note that the score alone was not used to rank the projects.*

The full project ranking policies is included in attachment 1E-5a: Notification of Projects Accepted.

Final Project Scores for All Projects

| Applicant Name | Project Name | Project Component | Total Points Possible for Project | Total Points Earned | Project Score (% Points Earned) | Project Rank | Award Amount | Project Accepted or Rejected |
|---|--|--------------------------|--|----------------------------|--|---------------------|---------------------|-------------------------------------|
| Community & Home Supports | Coordinated Assessment & Navigation Project | CE-SSO | 68 | 68 | 100% | 1 | 847,538 | Accepted |
| Homeless Action Network of Detroit | HMIS | HMIS | 88 | 88 | 100% | 2 | 390,233 | Accepted |
| Southwest Counseling Solutions | CE Consolidation | CE-SSO | 102 | 84 | 82% | 3 | 959,341 | Accepted |
| Ruth Ellis Center, Inc. | Clairmount Center | PSH | 22 | 22 | 100% | 4 | 221,848 | Accepted |
| Neighborhood Service Organization | The Clay Apartments PSH | PSH | 34 | 33 | 97% | 5 | 530,359 | Accepted |
| ACCESS | Rapid Rehousing for DV | PSH | N/A: 1st Time Renewal; Not Scored | | | 6 | 327,227 | Accepted |
| Alternatives For Girls | DV Bonus TH-RRH | TH-RRH | 26 | 26 | 100% | 7 | 565,704 | Accepted |
| Cass Comm. Social Services | Scott Permanent Supportive Housing | PSH | 114 | 114 | 100% | 8 | 230,843 | Accepted |
| Community & Home Supports | Permanent Community Home Support I | PSH | 117 | 117 | 100% | 9 | 586,280 | Accepted |
| Cass Comm. Social Services | Brady Apartments (Cass Apartments) | PSH | 117 | 117 | 100% | 10 | 543,596 | Accepted |
| Cass Comm. Social Services | Thomasson Apartments | PSH | 99 | 94 | 95% | 11 | 177,318 | Accepted |
| Travelers Aid Society of Metro. Detroit | BEIT | PSH | 115 | 103 | 90% | 12 | 1,060,526 | Accepted |
| COTS | Buermeyer Manor | PSH | 100 | 86 | 86% | 13 | 154,194 | Accepted |
| Detroit Wayne Integrated Health Network | Detroit Central City Rental Assistance Program | PSH | 105 | 85 | 81% | 14 | 397,015 | Accepted |
| Neighborhood Service Organization | NSO/COTS | PSH | 117 | 114 | 97% | 15 | 125,832 | Accepted |
| Neighborhood Service Organization | FUSE | PSH | 117 | 115 | 98% | 16 | 266,418 | Accepted |
| Neighborhood Legal Svcs Michigan | Project Hope II | PSH | 117 | 112 | 96% | 17 | 852,447 | Accepted |
| MI Dept. of Health & Human Svcs | PSH Detroit | PSH | 115 | 105 | 91% | 18 | 2,968,572 | Accepted |
| Community & Home Supports | Permanent Community Home Support II | PSH | 117 | 115 | 98% | 19 | 1,438,911 | Accepted |
| Travelers Aid Society of Metro. Detroit | Infinity | PSH | 115 | 101 | 88% | 20 | 1,147,342 | Accepted |
| Neighborhood Legal Svcs Michigan | Project Hope | PSH | 117 | 108 | 92% | 21 | 627,003 | Accepted |
| Cass Comm. Social Services | Webb Street Permanent Supportive Housing | PSH | 117 | 112 | 96% | 22 | 241,586 | Accepted |
| Detroit Rescue Mission Ministries | Cornerstone PSH | PSH | 117 | 104 | 89% | 23 | 1,473,257 | Accepted |
| Detroit Wayne Integrated Health Network | Detroit Central City Permanent Housing | PSH | 115 | 97 | 84% | 24 | 484,217 | Accepted |
| Neighborhood Service Organization | Bell Supportive Housing Project | PSH | 117 | 107 | 91% | 25 | 607,790 | Accepted |
| Detroit Wayne Integrated Health Network | Southwest Solutions Matrix Rental Assistance Program | PSH | 115 | 105 | 91% | 26 | 348,201 | Accepted |
| Detroit Wayne Integrated Health Network | DCI/COTS Omega | PSH | 112 | 98 | 88% | 27 | 546,536 | Accepted |
| Cass Comm. Social Services | Travis Permanent Supportive Housing | PSH | 117 | 105 | 90% | 28 | 429,971 | Accepted |
| COTS | Pathways | PSH | 117 | 98 | 84% | 29 | 853,814 | Accepted |
| Southwest Counseling Solutions | Rental Assistance Consolidation | PSH | 117 | 92 | 79% | 30 | 1,373,530 | Accepted |
| Southwest Counseling Solutions | Leasing Assistance Consolidation | PSH | 117 | 91 | 78% | 31 | 1,019,874 | Accepted |
| Neighborhood Service Organization | Supportive Housing | PSH | 113 | 98 | 87% | 32 | 403,493 | Accepted |
| Wayne Metro. Comm. Action Agency | Detroit CoC PSH | PSH | 117 | 78 | 67% | 33 | 1,160,269 | Accepted |
| Central City Integrated Health | CoC PSH Program | PSH | 117 | 85 | 73% | 34 | 1,231,435 | Accepted |
| Mariners Inn | Mariners Inn Permanent Supportive Housing | PSH | 115 | 84 | 73% | 35 | 249,927 | Accepted |

Final Project Scores for All Projects

| Applicant Name | Project Name | Project Component | Total Points Possible for Project | Total Points Earned | Project Score (% Points Earned) | Project Rank | Award Amount | Project Accepted or Rejected | |
|------------------------------------|------------------------------|--------------------------|--|----------------------------|--|---------------------|---------------------|-------------------------------------|----------|
| Central City Integrated Health | CoC PSH Bonus Program | PSH | 117 | 80 | 68% | 36 | 706,449 | Accepted | |
| Neighborhood Legal Svcs Michigan | Project First Steps | TH-RRH | 107 | 89 | 83% | 37 | 157,694 | Accepted | |
| Alternatives For Girls | Detroit Youth RRH | RRH | 120 | 112 | 93% | 38 | 308,977 | Accepted | |
| Neighborhood Service Organization | RRH | RRH | 120 | 108 | 90% | 39 | 331,234 | Accepted | |
| Neighborhood Legal Svcs Michigan | Project Permanency One | RRH | 120 | 109 | 91% | 40 | 1,265,682 | Accepted | |
| Southwest Counseling Solutions | CoC RRH | RRH | 120 | 84 | 70% | 41 | 425,535 | Accepted | |
| Neighborhood Legal Svcs Michigan | NLSM Cares | RRH | 120 | 106 | 88% | 42 | 1,278,504 | Accepted | |
| Methodist Children's Home Society | TIPS | TH | 104 | 89 | 86% | 43 | 362,392 | Accepted | |
| Wayne Metro. Comm. Action Agency | Detroit PSH Expansion | PSH | 150 | 107 | 71% | 44 | 729,358 | Accepted | |
| Neighborhood Service Organization | Bell PSH Expansion | PSH | 150 | 143 | 95% | 45 | 709,364 | Accepted | |
| Neighborhood Legal Svcs Michigan | Project Hope II Expansion | PSH | 150 | 130 | 87% | 46 | 124,286 | Accepted | |
| Homeless Action Network of Detroit | HMIS Expansion | HMIS | 120 | 117 | 98% | 47 | 88,842 | Accepted | |
| Freedom House | FreedomLives DV Bonus | TH-RRH | 151 | 131 | 87% | 48 | 658,768 | Accepted | |
| Neighborhood Legal Svcs Michigan | Project First Steps DV Bonus | TH-RRH | 170 | 147 | 86% | 49 | 636,463 | Accepted | |
| Homeless Action Network of Detroit | CoC Planning | CoC Planning | N/A: Not Scored or Ranked | | | | | 991,184 | Accepted |

**Attachment 1E-5c: Web Posting of CoC Approved Consolidated
Application**

CoC: MI-501



CONTINUUM OF CARE

ABOUT THE CONTINUUM OF CARE

COC BOARD

2022 COC BOARD CANDIDATES

CONTINUUM OF CARE FUNDING

YHDP FUNDING

EMERGENCY SOLUTIONS GRANTS FUNDING

HUD ASSESSMENT FEE PAYMENTS

MEMBERSHIP MEETINGS

DOCUMENTS

FY2022 Continuum of Care Competition

Final FY2022 Continuum of Care Application (posted 9/26/2022)

The final FY2022 Continuum of Care application may be accessed [here](#). This is the CoC application approved by the CoC membership on 9/20/2022.

Final FY2022 Project Priority Listing (posted 9/26/2022)

The final FY2022 Project Priority Listing, as will be submitted to HUD, may be accessed [here](#).

Final Project Priority Ranking List

On September 14, 2022, the Detroit CoC board approved the final project priority ranking list. This list includes all of the projects the CoC has accepted for submission to HUD. This ranking list may be accessed here:

FY2022 Project Priority Ranking List

**Attachment 1E-5d: Notification of CoC Approved Consolidated
Application**

CoC: MI-501

Amanda Sternberg

From: Homeless Action Network of Detroit <amanda@handetroit.org>
Sent: Monday, September 26, 2022 6:42 PM
To: Amanda Sternberg
Subject: Public Posting of Final FY2022 CoC Application

September 26, 2022

[View as Webpage](#)



Final FY2022 Continuum of Care Application and Project Priority Listing Posted

The final FY2022 Detroit Continuum of Care Application and Project Priority Listing have been publicly posted to HAND's website, and may be accessed [here](#). This is the CoC application the CoC general membership voted to approve on September 20, 2022.

This application, and all project applications, will be submitted to HUD by September 30, 2022.

If you have questions about the CoC Application, please contact Amanda Sternberg at amanda@handetroit.org.

[Visit HAND's Website](#)

Follow us on social media



Homeless Action Network of Detroit | 3701 Miracles Blvd, Suite 101, Detroit, MI 48201

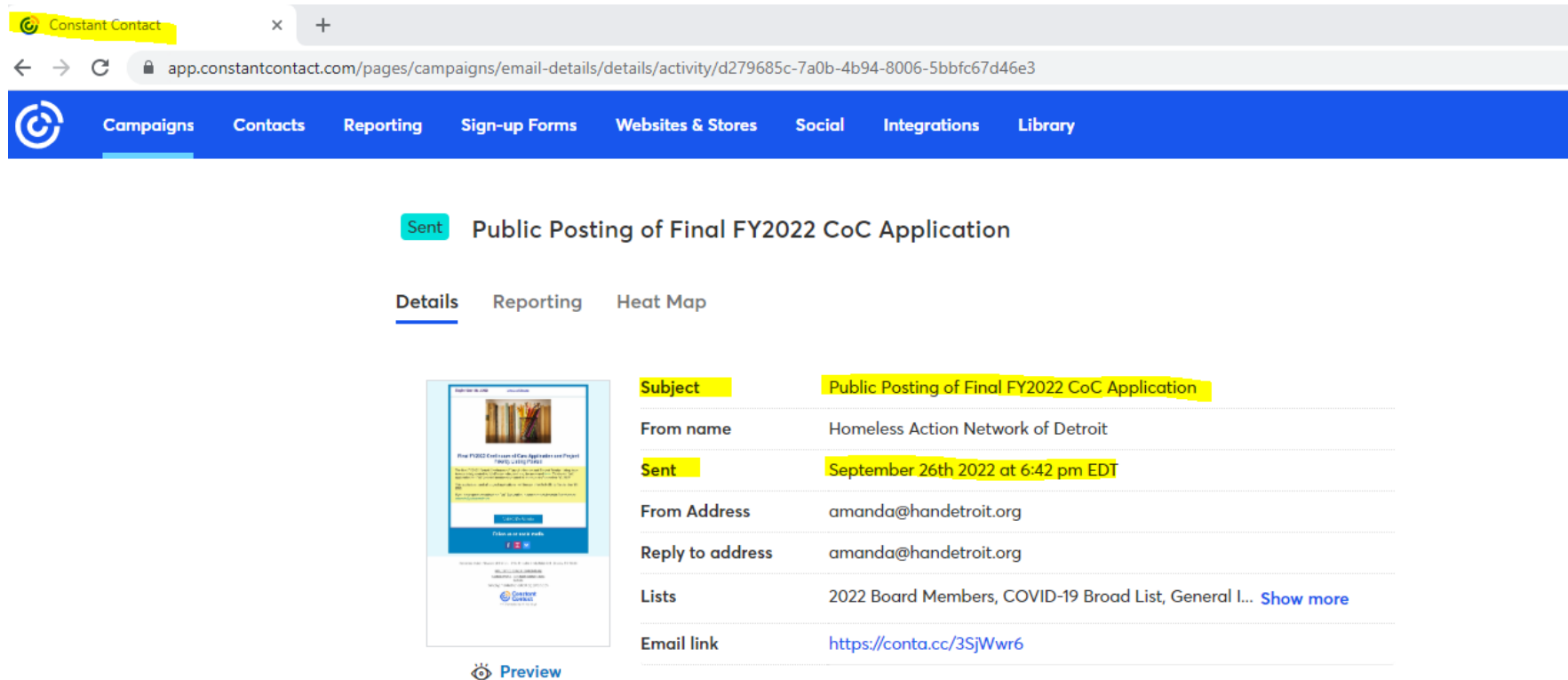
[Unsubscribe amanda@handetroit.org](mailto:amanda@handetroit.org)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by amanda@handetroit.org powered by



Screen Shot from Constant Contact, email campaign tool used by Detroit CoC. Highlighted is documentation of the notification of the public posting of the 2022 CoC application, sent on 9/26/2022.



The screenshot shows the Constant Contact web interface. At the top, there is a navigation bar with the following menu items: Campaigns, Contacts, Reporting, Sign-up Forms, Websites & Stores, Social, Integrations, and Library. The 'Campaigns' menu item is highlighted. Below the navigation bar, the main content area displays the details of an email campaign titled 'Public Posting of Final FY2022 CoC Application'. The campaign status is 'Sent'. There are three tabs: 'Details' (selected), 'Reporting', and 'Heat Map'. On the left side, there is a preview of the email content, which includes a header image, a main body of text, and a footer with the Constant Contact logo. On the right side, there is a list of campaign details:

| | |
|-------------------------|---|
| Subject | Public Posting of Final FY2022 CoC Application |
| From name | Homeless Action Network of Detroit |
| Sent | September 26th 2022 at 6:42 pm EDT |
| From Address | amanda@handetroit.org |
| Reply to address | amanda@handetroit.org |
| Lists | 2022 Board Members, COVID-19 Broad List, General I... Show more |
| Email link | https://conta.cc/3SjWwr6 |

Below the preview image, there is a 'Preview' button with a magnifying glass icon.

Attachment 3A-1a: Housing Leveraging Commitment

CoC: MI-501

Attached is documentation of the NSO Bell Supportive Housing Expansion Housing Leveraging Commitment.

100% of the 155 units in this project receive project-based vouchers that are not funded by CoC or ESG resources.



STATE OF MICHIGAN

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LANSING

RICK SNYDER
GOVERNOR

SCOTT WOOSLEY, CFA
EXECUTIVE DIRECTOR

November 21, 2012

Joe Heaphy
NSO Bell Housing LDHA LP
220 Bagley, Suite 1200
Detroit, MI 48226

Re: NSO Bell Housing (Project #Z09054)

Dear Mr. Heaphy:

Enclosed you will find a Regulatory Agreement between the Michigan State Housing Development Authority and NSO Bell Housing LDHA LP with respect to the NSO Bell Housing project.

The Regulatory Agreement must be signed by an authorized representative of your organization, and notarized. Attached is Exhibit C, Subordination of Prior Lienholder. If the project's only financing is from the Authority, you may eliminate Exhibit C. Otherwise, any mortgage lender with a mortgage on the development when the tax credit regulatory agreement is issued **MUST** sign the subordination.

Once the agreement is complete, it must be recorded at the Register of Deeds office in Wayne County before December 31, 2012 if you plan to claim credit for 2012. After recording, the **original** Regulatory Agreement must be returned to this office. All signed documents should be returned to the attention of Carol Thompson in the Low Income Housing Tax Credit Program office at the address below.

The Authority is required to monitor all projects for compliance with Section 42 of the Internal Revenue Code. All projects that received an allocation of credit after June 16, 2008 are required to submit a monitoring fee of \$450 per low income unit prior to the issuance of IRS form(s) 8609. This fee, **\$69,750**, covers the entire compliance period and is due at this time.

If you have any questions, please call LIHTC staff at (517) 373-6007.

Sincerely,

Andrew Martin
Allocations Manager
Low Income Housing Tax Credit Program

Enclosure

Michigan State Housing Development Authority

LOW INCOME HOUSING TAX CREDIT PROGRAM

735 East Michigan Avenue
PO Box 30044
Lansing, MI 48909
(517) 373-6007

INVOICE Placed In Service Fees

DATE: November 21, 2012

TO: Joe Heaphy
NSO Bell Housing LDHA LP

RE: Remaining Fees for NSO Bell Housing (Project # Z09054)

| | |
|----------------------------------|--------------|
| AMOUNT OF REGULATORY AGREEMENT: | \$ 3,000,000 |
| 6% OF PLACED IN SERVICE AMOUNT: | \$ 180,000 |
| AMOUNT PAID AT 2010 APPLICATION: | \$ 90,000 |
| AMOUNT PAID AT COMMITMENT: | \$ 90,000 |
| BALANCE OF 6% FEE DUE: | \$ 0 |
| COMPLIANCE MONITORING FEE: | \$ 69,750 |
| AMOUNT DUE NOW: | \$ 69,750 |

This fee is to be returned prior to the issuance of IRS form (s) 8609.

DETACH HERE

DETACH HERE

Retain top portion for your records

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LOW INCOME HOUSING TAX CREDIT PROGRAM
735 East Michigan Avenue, PO Box 30044
Lansing, MI 48909

Remaining Fees for NSO Bell Housing (Project # Z09054)

| | |
|--------------------------------------|-----------|
| Amount of 6% Fee: | \$ 0 |
| Amount of Compliance Monitoring Fee: | \$ 69,750 |

TOTAL AMOUNT DUE: \$ 69,750

AMOUNT ENCLOSED: \$ _____

Please send check or money order made payable to: **MSHDA**
(Do Not Send Cash)

REGULATORY AGREEMENT

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LOW INCOME HOUSING TAX CREDIT
735 East Michigan Avenue, Lansing, Michigan 48912

This Agreement, which shall have the full force of a restrictive covenant running with the land pursuant to Public Act 346 of the Michigan Public Acts of 1966, as amended, is dated as of this 21st day of November, 2012, and made by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY** (the "Authority") as the designated low income housing tax credit agency for the State of Michigan under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code") and **NSO Bell Housing Limited Dividend Housing Association Limited Partnership** ("Owner"), whose address is **220 Bagley, Suite 1200, Detroit, Michigan 48226**.

RECITALS:

A. The Owner is the owner of certain real property (the "Property") located in the City of Detroit, Wayne County, Michigan, and more particularly described in Exhibit A, which is attached hereto and incorporated by reference into this Agreement.

B. The Owner has applied to the Authority for an allocation of low income housing tax credit ("Housing Tax Credit") for one or more buildings in the residential rental development which have been or will be constructed on the Property (the "Project").

C. The Project is known as **NSO Bell Housing**.

D. The Authority has determined, pursuant to the provisions of Section 42 of the Code, that an allocation of Housing Tax Credit to the Project in the amount of Three Million Dollars (\$3,000,000) is the maximum appropriate amount of tax credit authority to be allocated to the Project.

E. Section 42(h)(6) of the Code requires that the Authority and the Owner enter into an "extended low-income housing commitment", which must be recorded as a restrictive covenant in order for the Owner to be allowed the benefit of the Housing Tax Credit allocated to the Project.

NOW, THEREFORE, in consideration of receipt of the benefit of the Housing Tax Credit, the promises and covenants set forth in this Agreement, (including those enumerated in Exhibit B, which is attached hereto and incorporated by reference into this Agreement), the receipt and sufficiency of which are hereby acknowledged, the Owner and the Authority agree and covenant as follows:

1. **Definitions.** All words and phrases used in this Agreement shall have the same meanings as defined in Section 42 of the Code.

2. **Qualified Low-Income Housing.** The building or buildings which have been allocated Housing Tax Credit by the Authority do or will, on completion, constitute a qualified low-income housing project as defined in Section 42(g) of the Code and regulations promulgated thereunder. The rental units of the Project will be rented or available for rental on a continuous basis to members of the general public throughout the term of this Agreement.

3. **Extended Low Income Housing Commitment/Restrictive Covenant.** It is the intent of the parties that this Agreement shall be an extended low income housing commitment under Section 42(h)(6) of the Code, that the Owner's covenants in this Agreement shall constitute restrictive covenants under Michigan law that run with the land, and that this Agreement shall be binding on all successors and assigns of each party. As a condition and in consideration of receipt of the Low Income Housing Tax Credit, the Owner, for itself and all successors in interest to the buildings in the Project, agrees as follows:

a. that the "applicable fraction" (as defined in Section 42(c)(1)(B) of the Code) for the building or buildings in the Project is 100%;

b. that the applicable fraction for a building for each taxable year in the "extended use period" (as defined in Section 6 below) will not be less than the "applicable fraction" specified above;

c. that it shall not permit the disposition to any person of any portion of a building to which this Agreement applies, unless all of the building is disposed of to such person; and

d. that it shall not refuse to lease to the holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

4. **Compliance with Section 42.** The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code, the regulations promulgated thereunder and the provisions of this Agreement. Further, the Owner covenants to take any required action, including amendment of this Agreement, as may be necessary, in the opinion of the Authority, to comply with the Code and all applicable regulations, rules, and procedures of the Internal Revenue Service or the United States Department of Treasury. In the event the Authority determines that the Project is in non-compliance with the rent and occupancy requirements of Section 42 of the Code, and the Owner, upon written notification by the Authority, does not take immediate steps to correct such non-compliance, the Authority shall be entitled to take such actions as it deems necessary to enforce the provisions of the Code and this Agreement.

5. **Subordination of Prior Lienholder.** Prior to recording this Agreement, the Owner agrees to obtain the subordination of any prior recorded lienholder on the Property to the restrictive covenants contained in this Agreement, and such subordination shall be a condition precedent to the issuance of IRS Form 8609s. The subordination of any prior recorded lienholder shall be attached as Exhibit C.

6. Extended Use Period.

a. The "extended use period" means the period beginning on the first day in the Compliance Period, as defined below and in Section 42 of the Code, on which a building is part of the qualified low-income housing Project, and ending on the date that is thirty (30) years after the close of the Compliance Period.

b. The "Compliance Period" means, with respect to any building, the period of 15 taxable years beginning with the 1st taxable year of the credit period with respect to the building.

c. The extended use period for any building shall terminate, subject to the provisions hereafter regarding low income tenancy and gross rent restrictions, as provided in Section 42(h)(6)(E) of the Code,

(I) on the date the building is acquired by foreclosure (or instrument in lieu of foreclosure) unless the Secretary of the Treasury determines that such acquisition is part of an arrangement with the Owner, a purpose of which is to terminate such period, or

(II) on the last day of the one-year period following the Owner's submission of a written request to the Authority to present a qualified contract (as defined at Section 42(h)(6)(F) of the Code) for the acquisition of the low income portion of the building, if the Authority is unable to present, during such one year period, a qualified contract from any person who will continue to operate such portion of the building as a qualified low income building. The Owner acknowledges and agrees that it has waived any and all rights under Section 42 to present a qualified contract to the Authority pursuant to Section 42(h)(6)(F) of the Internal Revenue Code of 1986, as amended.

d. The Owner agrees that, during the entire "extended use period" and for a period of three (3) years following a termination as provided in section 6c above, the Owner shall not permit

(I) the eviction or the termination (other than for good cause) of an existing tenant of any low income unit, or

(II) any increase in the gross rent with respect to such unit not otherwise permitted under Section 42 of the Code and regulations promulgated thereunder.

7. Record Retention. The Owner covenants and agrees that it will maintain all records relating to Project operations and resident eligibility for 21 years with respect to the initial qualification and occupancy of the Project, and for 7 years with respect to all other records. All records must be readily available for inspection by the Authority at reasonable times.

8. Owner's Representations. The Owner represents to the Authority that:

a. There is no action or proceeding in law or in equity now pending, or, to the knowledge of the Owner, threatened, which, if adversely determined, would materially impair the rights of the Owner to carry on business as contemplated by this Agreement, or would materially affect the Owner's financial condition.

b. It is a Michigan Limited Partnership, duly organized and existing under the laws of the State of Michigan, and has all the powers necessary to conduct business and to execute and deliver this Agreement.

9. **Transfer of Ownership.** The Owner covenants and agrees that, prior to a sale or other transfer of ownership of the Project or any part thereof, it will notify the Authority in writing, and that it will enter into any agreements with the purchaser or transferee as may be prescribed by the Authority to comply with the requirements of the Code or state law.

10. **Owner to Demonstrate Compliance.** The Owner agrees that it will provide the Authority with such certifications, reports and other information as are required by the Secretary of the Treasury or by the Authority to demonstrate compliance with Section 42 of the Code and to administer the Authority's responsibilities as the Housing Credit Agency.

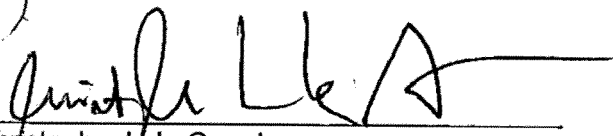
11. **Reliance By Authority.** The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the Authority.

12. **Enforceability.** This Agreement shall be enforceable in any court in the State of Michigan having jurisdiction thereof, by the Authority as the Housing Credit Agency, and to the extent required by Section 42(h)(6)(B)(ii) of the Code, by any individuals who meet the income limitation applicable to the building under Section 42(g) of the Code (whether prospective, present, or former occupant(s) of the building). It is understood and agreed that the sole enforcement right of said individuals shall be the right to enforce in any state court the requirements and prohibitions contained in Section 4 of this Agreement.

13. **Miscellaneous.** In the event of any conflict between the covenants contained in this Agreement and the requirements of the Code, the Code requirements shall prevail. The invalidity of any clause or provision of this Agreement shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 21st day of November, 2012.

MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY

By: 
Christopher L. LaGrand
Deputy Director-Housing Development

STATE OF MICHIGAN)
)ss.
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 21st day of November 2012, by Christopher L. LaGrand, as Deputy Director-Housing Development of the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan.

CAROL THOMPSON
Notary Public, State of Michigan
County of Ingham
My Commission Expires Oct. 15, 2013
Acting in the County of Ingham



Notary Public, Ingham County, MI
My Commission Expires: 10/15/2013
Acting in Ingham County, MI

EXHIBIT A

The following described premises situated in the City of Detroit, County of Wayne, State of Michigan:

Unit 2 of the Bell Building Condominium, Wayne County Condominium Subdivision Plan 992, as established pursuant to the Master Deed recorded on February 18, 2011, at Liber 48991, Page 580, Wayne County Records, together with an undivided interest in the common elements for the condominium project, as provided for pursuant to the terms of the Master Deed.

Tax Parcel # 06/006256.004

EXHIBIT B

The Owner acknowledges that it has made certain representations with respect to the development, all of which remain true. Further, these criteria have been considered by the Authority in awarding Housing Tax Credit and shall be binding on the Owner and on any successor(s) in interest in the Project unless the Authority, in its sole discretion as Housing Credit Agency, grants a specific waiver of any such requirement. All applicable are checked.

1. Credit has been allocated to this development on the basis that a bona fide 501(c)(3) or 501(c)(4) nonprofit organization, having the fostering of housing as one of its exempt purposes and having no affiliation with or controlled by a for profit entity, has an ownership interest in the development and materially participates in the development's operation.
2. Credit has been allocated to this development on the basis that it is designed to serve and will serve the elderly population, as defined in the Authority's Act.
3. At least square feet (15 square feet per residential unit) of community space will be provided for use by the tenants in this project that serves the elderly and qualifies for the elderly set-aside.
4. 155 Units will be rented to tenants with special needs receiving substantial services as a result of a contract (or equivalent relationship) with a local service provider.
5. Credit has been allocated to this development on the basis that it will serve tenants at certain area median income restrictions and will also concomitantly reduce rents to those tenants. The number of units so assisted and the incomes of residents for those units are as follows:
 - ◆ 155 units (100 %) will be rented to families whose income does not exceed 50 % of the area median gross income.
6. Two and/or three bedroom units will be reserved for households with children.
7. Credit has been allocated to this development on the basis that it will consist of single family or townhouse units that will be sold to eligible tenants at the end of the compliance period.
8. of the units (%) will be rented to tenants at market rate.

EXHIBIT C

SUBORDINATION

The undersigned Mortgagee agrees that the lien of the Mortgage recorded in Liber _____, Page _____, _____ County Records, shall be subordinate to the restrictive covenants contained in Section 6 of the foregoing Low Income Housing Tax Credit Regulatory Agreement, which provides that, before the close of the 3-year period following the date of the acquisition of the Development by foreclosure (or instrument in lieu of foreclosure), the owner of the Development shall not permit (I) the eviction or the termination of tenancy (other than for good cause) of an existing tenant of any low-income unit, or (II) any increase in the gross rent with respect to such unit not otherwise permitted under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code") and regulations promulgated thereunder. The purpose of this Subordination shall be to comply with Section 42(h)(6)(E) of the Code, and the foregoing restrictive covenants shall survive a foreclosure of the Mortgage.

This Mortgage Subordination is executed this _____ day of _____, _____.

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing Mortgage Subordination was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, on behalf of said _____.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in _____ County, MI

**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 1 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Michigan State Housing Development Authority (MSHDA) 735 E. Michigan Avenue, Lansing, MI. 48912 (PHA) and NSO Bell Housing, Inc., LDHA LP220 Bagley Suite 1200, Detroit MI. 48226 (Owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (Check the applicable box.)

1. **Single-Stage Project**

This is a single-stage project.

For all contract units, the effective date of the HAP contract is:

_____.

The PHA enters the effective date, and executes the HAP contract, after completion and PHA acceptance of all units in the single stage project.

2. **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed in stages" (starting on page 8).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage. (See 24 CFR 983.206(c).)

e. **Term of the HAP contract**

1. **Beginning of Term**

The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. **Length of initial term**

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: **Fifteen Years – August 28, 2012 – July 31, 2027 .**

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than fifteen years.

3. **Extension of term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements.

A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. **Requirement for sufficient appropriated funding**

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may only cover the period the unit remains vacant.
- c. The PHA may only make vacancy payments to the owner if:
 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

1. Except as provided in paragraphs g.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph g.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. The PHA and owner must comply with all HUD requirements regarding income mixing.

5. The following specifies the number of contract units (if any):
- a. Designated for occupancy by disabled families;
 - b. Designated for occupancy by elderly families;
 - c. Designated for occupancy by elderly or disabled families; or
 - d. Designated for occupancy by families receiving supportive services.

Check this box if any contract units are designated for disabled families.
The following number of contract units shall be rented to disabled families: _____.

Check this box if any contract units are designated for elderly families.
The following number of contract units shall be rented to elderly families:
_____.

Check this box if any contract units are designated for elderly or disabled families.
The following number of contract units shall be rented to elderly or disabled families:
_____.

Check this box if any contract units are designated for families receiving supportive services.
The following number of contract units shall be rented to families receiving supportive services: ¹⁵⁷ ~~151~~ - 0 and 1 bedroom units.

EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

| |
|---|
| STAGE NO. 1. The Contract is hereby executed for the contract units in this stage. |
| STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is: |
| PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) <u>Michigan State Housing Development Authority (MSHDA)</u> |
| By: <u>Sally Harrison</u> Signature of authorized representative |
| Name and official title (Print) <u>Sally Harrison, Director Rental Assistance and Homeless Solutions</u> Date: _____ |
| OWNER Name of Owner (Print) <u>NSO Bell Housing LDHA LP</u> |
| By: <u>Joseph Hearby</u> <u>Secretary</u> Its: General Partner Sheilah P. Clay, Its: President Signature of authorized representative |
| Name and title (Print) <u>Joseph Hearby</u> Date: <u>8/27/12</u> |

EXHIBIT A
DESCRIPTION OF CONTRACT UNITS

NUMBER OF UNITS BY UNIT SIZE (NUMBER OF BEDROOMS),
ADDRESS, AND APPLICABLE INITIAL RENT TO OWNER.²

| Address | Unit Size | Contract Rent | Unit Type |
|---|------------------|----------------------|------------------|
| All units are within 882 Oakman Blvd., Detroit, MI. 48238 | | | |
| Unit #601 | 0 BR | \$644 | Apartment |
| Unit #605 | 0 BR | \$644 | Apartment |
| Unit #606 | 0 BR | \$644 | Apartment |
| Unit #607 | 0 BR | \$644 | Apartment |
| Unit #608 | 0 BR | \$644 | Apartment |
| Unit #609 | 0 BR | \$644 | Apartment |
| Unit #610 | 0 BR | \$644 | Apartment |
| Unit #613 | 0 BR | \$644 | Apartment |
| Unit #614 | 0 BR | \$644 | Apartment |
| Unit #615 | 0 BR | \$644 | Apartment |
| Unit #616 | 0 BR | \$644 | Apartment |
| Unit #617 | 0 BR | \$644 | Apartment |
| Unit #618 | 0 BR | \$644 | Apartment |
| Unit #602 | 1 BR | \$733 | Apartment |
| Unit #603 | 1 BR | \$733 | Apartment |
| Unit #604 | 1 BR | \$733 | Apartment |
| Unit #611 | 1 BR | \$733 | Apartment |
| Unit #612 | 1 BR | \$733 | Apartment |
| Unit #619 | 1 BR | \$733 | Apartment |
| Unit #620 | 1 BR | \$733 | Apartment |

**EXHIBIT B
SERVICES, MAINTENANCE AND EQUIPMENT
TO BE PROVIDED BY THE OWNER**

1. Snow and Trash Removal
2. Range/Stove
3. Refrigerator
4. Microwave
5. Dishwasher
6. Garbage Disposal
7. Washer and Dryer Connection
8. Maintenance Services
9. Parking

**Please review as I am not sure if all of the above apply and there
maybe others to add**

EXHIBIT C
UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING
A LISTING OF UTILILTY SERVICES TO BE PAID BY THE OWNER
(WITHOUT CHARGES IN ADDITION TO RENT TO OWNER)
AND UTILITIES TO BE PAID BY THE TENANTS

1. Gas Heat – owner-paid
2. Gas Cooking – owner-paid
3. Gas Hot water – owner-paid
4. Electricity – owner-paid
5. Water/Well – owner-paid
6. Sewer/Septic – owner-paid
7. Trash Collection – owner-paid

**EXHIBIT D
FEATURES PROVIDED TO COMPLY WITH PROGRAM
ACCESSIBILITY FEATURES OF SECTION 504 OF
THE REHABILITATION ACT OF 1973**

Attached memo confirming features comply with Section 504.

U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION

PART 2 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

2. DEFINITIONS

Agreement. Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Household. The family and any PHA-approved live-in aide.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation

Previous editions are obsolete

HUD 52530A Page - 1 -
of Part 2

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

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Newly constructed housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rehabilitated housing. Housing units that exist on the proposal selection date, but do not substantially comply with the HQS at that date, and are developed, pursuant to an Agreement between the PHA and owner, for use under the project-based voucher program.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

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

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in

accordance with the HAP contract.

2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is only responsible for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA

shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a five percent or greater decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302.

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.

- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 - 1. Any security deposit;
 - 2. The tenant rent; and
 - 3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least annually during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted towards meeting this annual inspection requirement.
4. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing

maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.
2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
3. Consistent with HUD requirements, the owner may apply its own admission procedures in determining whether to admit a family referred

by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate a tenancy in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.

5. The PHA is only responsible for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must

promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.259.

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.* ; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the

Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS
REQUIRED BY HUD OR PHA**

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - A. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - B. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - C. The creation of a security interest in the HAP contract or the property;
 - D. Foreclosure or other execution on a security interest; or
 - E. A creditor's lien, or transfer in bankruptcy.

3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the

U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in

accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. COMPLETION AND ACCEPTANCE OF CONTRACT UNITS

The owner certifies that the contract units have been completed in accordance with the Agreement. Completion and acceptance of the units is subject to the provisions of the Agreement.

25. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

26. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

27. ENTIRE AGREEMENT; INTERPRETATION

- a. The Agreement and the HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The Agreement and the HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements.



August 28, 2009

Ms. Shelia P. Clay, President & CEO
Neighborhood Service Organization (NSO)
220 Bagley, Suite 1200
Detroit, MI 48226

Mr. Joe Heaphy, Vice President of Housing
Neighborhood Service Organization (NSO)
220 Bagley, Suite 1200
Detroit, MI 48226

Re: City of Detroit
Community and Development Block Grant Funding - \$150,000
Neighborhood Service Organization (NSO) – Bell Building

Dear Ms. Clay and Mr. Heaphy:

This letter is to confirm that Neighborhood Service Organization (NSO) received a 2008-2009 Community Development Block Grant (CDBG) award from the City of Detroit in the amount of \$150,000 to assist in financing the multi-unit residential rehabilitation portion of NSO's "Bell Building" Project. The Planning and Development Department, Housing Services Division will administer your CDBG award using its development process in conjunction with your participation in the HOME Program.

The availability of the CDBG funds is contingent upon your participation in the City of Detroit's HOME Program.

Please contact Concenetta Coats, Manager II, Housing Services Division at (313) 224-4006 or Darwin Heard, HOME Multi-family Program Manager at (313) 628-0034 regarding the CDBG/HOME funding process.

We look forward to working with NSO on the rehabilitation of the Bell Building to house the homeless. If you have any additional questions, I can be reached at (313) 224-2570.

Sincerely,

Warren P. Palmer, Director
Planning & Development Department

cc: Jannie M. Warren
Concenetta Coats
Darwin Heard
Fern Clement

**AMENDED AND RESTATED
CITY OF DETROIT
HOME INVESTOR REHABILITATION/NEW CONSTRUCTION
DEVELOPMENT AND LOAN AGREEMENT**

THIS AGREEMENT is entered into this 22nd day of March, 2013, among the CITY OF DETROIT, a Michigan municipal corporation, acting by and through its PLANNING & DEVELOPMENT DEPARTMENT, with offices at 65 Cadillac Square, 19th Floor, Detroit, Michigan 48226 (the "City"), NSO BELL HOUSING LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership, with offices at 220 Bagley, Suite 1200, Detroit, Michigan 48226 ("NSO Bell") and NEIGHBORHOOD SERVICE ORGANIZATION, a Michigan nonprofit corporation with offices at 220 Bagley, Suite 1200, Detroit, Michigan 48226 ("NSO") for the purpose of setting forth the commitments given by each of the above parties with respect to a loan of funds from the United States Department of Housing and Urban Development ("HUD") in connection with the City's HOME Investor Rehabilitation and New Construction Loan Program (the "Program"). Collectively, NSO Bell and NSO shall be referred to as the "Developer".

WITNESSETH:

WHEREAS, in an effort to increase the availability of rental housing for residents, the City has made application to, and secured from, HUD an allocation of federal funds made available to units of general local government for this purpose pursuant to the HOME Investment Partnership Act (hereinafter referred to as the "Act");

WHEREAS, pursuant to the Act, the City has developed the Program to assist eligible property owners in the rehabilitation or construction of rental properties, thereby producing decent, safe and sanitary housing for low- and very low-income families;

WHEREAS, pursuant to the Program and the procedures adopted therefor, the City has agreed to provide eligible property owners with loans that are funded with the allocated federal funds for the purpose of rehabilitating or constructing one (1) or more rental units to provide housing availability for persons of low- and very low-income;

WHEREAS, the City entered into a loan commitment with the Developer to be the borrower of HOME Funds;

WHEREAS, consistent with the objectives of the Program, the Developer desires to undertake certain activities, consisting of the rehabilitation of multifamily housing in the form of one hundred fifty five (155) rental units for the purpose of providing affordable rental housing for low- and very low-income persons on property located in Detroit, Michigan, which the Developer owns in fee simple and which is further described in Exhibit A hereto;

WHEREAS, the City has approved the City Loan to or for the benefit of the Developer, the proceeds of which shall be disbursed in accordance with the terms and conditions hereinafter set forth;

WHEREAS, the Project (as defined below) is to begin within thirty (30) days of the Closing (as defined herein), and shall be completed no later than the Construction Completion Date (as defined hereinafter);

WHEREAS, the City will benefit from the Project by an increased number of decent, safe, and sanitary housing units of modest design for families and individuals otherwise without reasonable and affordable housing alternatives in the private market; and

WHEREAS, the City will further benefit from the Project by an increase in employment opportunities and, ultimately, an increase in the City's tax base through the increased value of the property upon which the Project will be constructed.

WHEREAS, on February 22, 2011 Lender and NSO Bell entered into a certain Home Investor Rehabilitation/New Construction Development and Loan Agreement (the "Loan Agreement") pursuant to which Lender loaned to NSO Bell the sum of Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00).

WHEREAS, on September 12, 2012 Lender and NSO Bell entered into that certain First Amendment to the Loan Agreement ("First Amendment") pursuant to which Lender loaned to NSO Bell an additional Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) (the "Additional Loan"). Pursuant to the First Amendment, NSO Bell executed a Promissory Note in the amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) (the "NSO Bell Note")

WHEREAS, the Additional Loan was intended to be made to NSO instead of NSO Bell. And as a result, Lender will cancel the NSO Bell Note in exchange for a new Promissory Note from NSO in the amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00).

WHEREAS, NSO shall be using the proceeds of such Additional Loan in order to make capital contribution to NSO Bell Housing Inc. which will be using proceeds to make a capital contribution to NSO Bell, and NSO Bell, in turn, shall use such capital contribution to complete the Project.

NOW, THEREFORE, in consideration of the premises and undertakings herein set forth, the parties to this Agreement hereby covenant and agree as follows:

ARTICLE I **Definitions**

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following capitalized words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent:

1.01 "Act" shall mean the HOME Investment Partnership Act, as amended, which implements the HOME Investment Partnership Program, promulgated by HUD and set forth at 24 CFR 92 et seq. and the other rules and regulations cited therein.

1.02 "Advance" shall mean a disbursement of funds under the City Loan.

1.03 "Affordable Housing Restriction" shall mean the affordable housing restriction granted by the Developer to the City in connection with the City Loan governing the affordability of the Project, executed as of the date hereof and recorded with the Wayne County Register of Deeds as it may be amended from time to time.

1.04 "Affordable Rents" shall mean the rental rates charged to lessees of units on the Project Site being rehabilitated with City Loan funds, which shall not be greater than the lesser of:

- (i) The fair market rent for existing rental housing for comparable units in the area as established by HUD (as more particularly described in Exhibit B attached hereto), less the monthly allowance for utilities and services (excluding telephone) to be paid by tenants as established by the City; or
- (ii) A rent that does not exceed thirty percent (30%) of the adjusted income for a family whose gross income equals sixty-five percent (65%) of the Detroit Metropolitan Statistical Area median income as determined by HUD, with adjustments for the number of bedrooms in the unit (as particularly described in **Exhibit B** attached hereto) less the monthly allowance for utilities and services (excluding telephone) to be paid by tenants as established by the City. HUD will provide average occupancy per unit and adjusted income assumptions to be used in calculating the maximum rent allowed under this Section 1.04 (ii).

For projects with five (5) or more HOME Assisted Units, the maximum rents for Very Low-Income Families shall be in compliance with 24 CFR 92.252(b).

1.05 "Architect" shall mean Fusco, Shaffer & Pappas, Inc., with offices at 30800 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48334.

1.06 "Assignment of Leases and Rents" shall mean the assignment of leases and rents executed by the Developer on the date hereof, as it may be amended from time to time.

1.06a "CDBG Funds" shall have the meaning in Section 3.06.

1.07 "Certificate of Occupancy/Acceptance" shall mean the special inspection certificate of approval to be granted to the Developer by the City of Detroit Buildings & Safety Engineering Department which permits the use of the Project Site in accordance with the approved Project Plans and which certifies that the completed Project meets the City of Detroit Building Code requirements for occupancy.

1.08 "City Loan" shall mean the total amount of HOME Funds and/or CDBG Funds to be advanced by the City to the Developer to assist in the financing of the Development of the Project, pursuant to this Agreement, as evidenced by the City Note(s).

1.09 "City Loan Documents" shall mean the three (3) City Notes, the City Mortgage, this Agreement, the Affordable Housing Restriction, the Assignment of Leases and Rents, and the UCC-1 and UCC-1A Financing Statements, as these documents may be amended from time to time, and any other documents executed in conjunction therewith, including but not limited to certifications delivered pursuant to Article II hereof.

1.10 "City Mortgage" shall mean that mortgage executed by the NSO Bell simultaneously herewith to secure the three (3) City Notes and the obligations of the Developer hereunder, as it may be amended from time to time.

1.11 "City Notes" shall mean the three (3) promissory notes described in Section 3.02 of this Agreement and executed by the Developer simultaneously herewith, as they may be amended and/or restated from time to time, evidencing the amount of the City Loan, including the interest thereon, and the Developer's repayment obligations.

1.12 "Closing" or "Closing Date" shall mean the date and time, which shall be mutually agreed upon by the Developer and the City, when the Developer shall execute the City Loan Documents and any other documents deemed necessary by the City for the City Loan.

1.13 "Construction Completion Date" shall mean December 31, 2012, the date by which the Project shall be completed, unless said Construction Completion Date is extended in writing by the City.

1.14 "Construction Contract" shall mean that certain construction agreement by and between Developer and O'Brien Edwards Construction Company, Inc. dated January 15, 2011.

1.15 "Contractor" shall mean the general contractor, licensed in the State of Michigan as a residential builder and retained by NSO Bell to perform or cause the performance of the work described in the Project Plans attached hereto.

1.16 "Counsel" shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the City or the Developer.

1.17 "Default" is defined in Article XI hereof.

1.18 "Developer's Equity Contribution" shall mean any documented funds of the Developer, including funds raised by the Developer through the sale of tax credits or ownership interests in the Developer, invested in the Project by the Developer from any source not secured by a lien or interest in the Project or the Project Site.

1.19 "Development of the Project" shall mean the rehabilitation of the Improvements (as defined below) on the Project Site in accordance with the Project Plans and the financing of the Project.

1.20 "Disbursement Agent" shall mean any entity hired, or otherwise approved by the City, to hold the City Loan funds in escrow for disbursement to the Developer pursuant to the terms of this Agreement and any disbursement agreement entered into with the Developer, the City and the Disbursement Agent.

1.21 "Effective Date" shall mean the date this Agreement is executed by the Developer.

1.22 "Eligible Project Costs" shall mean (a) obligations of the Developer incurred for materials, furnishings, fixtures, equipment, labor and costs for consultants, contractors, builders and materialmen in connection with the rehabilitation of the Improvements to the Project Site; (b) the cost of acquiring the Project Site and any associated real property thereon (other than real property acquired from the City); (c) the cost of surety bonds and of insurance of all kinds that may be required or necessary during the course of the construction of the Improvements to the Project Site which is not paid by the Contractor or contractors or otherwise provided for; (d) the cost of any engineering and consulting services, including surveys, estimates, architectural plans and specifications, all other costs which the City or the Developer shall be required to pay, under the terms of any contract or contracts, for the acquisition, renovation and installation of the Improvements to the Project, and all costs that, by the terms of this Agreement, are to be paid out of the moneys in the Project fund to the extent available therefor; (e) other costs of a nature comparable to those described above which are incurred in connection with the condemnation or taking of the Project Site or any portion thereof; and (f) any sums required to reimburse the City or the Developer for any advances made by either of them for any of the above items, or for any other costs incurred by either of them which are properly chargeable to the Project and consistent with the Regulations (as defined herein), including the costs set forth on Exhibit C, attached hereto.

1.23 "Eligible Repairs" shall mean those repairs and Improvements to the Project Site described in the Project Plans approved by the City, which repairs and Improvements shall minimally include measures necessary to cause each of the units on the Project Site to meet the housing quality standards described in Section 8 of the Housing Act of 1937, as amended.

1.24 "Environmental Law" shall mean federal laws and laws of the jurisdiction where the Project Site is located that relate to health, safety or environmental protection.

1.25 "Events of Default" is defined in Article XI hereof.

1.26 "Hazardous Substances" is defined in Section 2.01(d) hereof.

1.27 "HOME Funds" shall mean those funds made available to the City pursuant to the Act and advanced by the City to or for the benefit of the Developer to assist in the financing of the Development of the Project and shall also mean CDBG Funds to the extent the City Loan is funded by CDBG Funds pursuant to Section 3.06 hereof.

1.28 "HOME Assisted Units" shall mean those one hundred fifty five (155) residential units within the Project that are subject to per unit expenditure, rent and occupancy

restrictions imposed by the Act and the City, and said HOME Assisted Units total all the residential units in the Project.

1.29 "Improvements" shall mean the rehabilitation of multi-family housing and any related structures on the Project Site to provide one hundred fifty five (155) rental units on the Project Site.

1.30 "60%-Income Families" shall mean families whose annual incomes do not exceed sixty percent (60%) of the Detroit Metropolitan Statistical Area median income, as determined by HUD, with adjustments for smaller and larger families (as more particularly described in **Exhibit B** attached hereto), except that HUD may establish income ceilings higher or lower than sixty percent (60%) of the area median income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. For purposes of this Agreement, a "Family" is defined in 24 CFR 5.403 (or any successor regulations). Pursuant to 24 CFR 92.203 (b)(1), a Family's annual income shall be determined in accordance with 24 CFR 5.609.

1.31 "Occupancy Standard" shall mean the requirement that during the Period of Affordability, all of the HOME Assisted Units in the Project shall be occupied by 60%-Income Families. In addition, for Projects with five (5) or more HOME Assisted Units, at least twenty percent (20%) of the HOME Assisted Units shall be occupied by Very Low-Income Families.

1.32 "Other Financing" shall mean the principal amount of any grant or construction loan, or other loans, together with all interest owed thereon, which is invested in, or committed to, the Project and is required for its completion, from a grantor or lender other than the City.

1.33 "Permitted Encumbrances" shall mean encumbrances upon the Project Site which have been approved by the City, which approval shall not be unreasonably withheld.

1.34 "Period of Affordability" shall have the meaning set forth in the Affordable Housing Restriction.

1.35 "Private Financing" shall mean all loan funds obtained by the Developer for the Project from a private lending source and secured by the Project Site.

1.36 "Program" shall mean the City of Detroit HOME Investor Rehabilitation and New Construction Loan Program, a neighborhood stabilization and revitalization program to provide mortgage-secured affordable financing for housing rehabilitation and improvement to property owners of low and very low income rental property.

1.37 "Project" shall mean the acquisition and rehabilitation of one hundred fifty five (155) residential apartment units and related structures on the Project Site in accordance with the Project Plans and Project Budget for the purpose of providing affordable housing.

1.38 "Project Budget" or "Budget" shall mean the detailed line item breakdown of all costs of the Project and the listing of all sources of Project funding and the respective amounts applicable to said sources approved by the City. The Project Budget shall segregate from all other costs

the direct (hard) and indirect (soft) costs of construction, so that the total construction amount and each line item trade cost is readily distinguishable from all other costs of the Project. All requests for Advances must specifically identify the construction cost line items in the Budget that the Advance will be used to pay. The Project Budget is attached hereto as Exhibit C. The Project Budget may be amended or modified in accordance with this Agreement.

1.39 "Project Plans" shall mean the plans and specifications, made a part hereof by this reference, prepared for or by the Developer and acceptable to and approved by the City, which detail the Improvements necessary for the completion of the Project, all in accordance with the Program, and, at a minimum, the housing quality standards of Section 8 of the Housing Act of 1937, as amended. The Project Plans may not be amended or modified without the written consent of the City, which consent shall not be unreasonably withheld or delayed, if the amendments or modifications either change the Project in any material respect or cause any increase or substantial reduction in the cost of the Project. Any amendment or modification authorized hereunder that would increase the Project Budget must be funded by the Developer's Equity Contribution.

1.40 "Project Schedule" shall mean the schedule for the Project as set forth in Exhibit D attached hereto, as amended from time to time by written mutual agreement of the Developer and the City.

1.41 "Project Site" shall mean that improved real property, described in Exhibit A attached hereto, located in the City of Detroit, County of Wayne, which the Developer proposes hereby to develop in accordance with the terms and conditions of this Agreement and the Program.

1.42 "Regulations" shall mean the regulations relating to the HOME Program promulgated by HUD at 24 CFR Part 92 et seq., as the same may be amended from time to time, including, but not limited to, those regulations at 24 CFR 92.257 addressing, among other things, the eligibility of religious or faith-based organizations to participate in the HOME Program, religious activities conducted by organizations participating in the HOME Program and discrimination on the basis of religion or religious belief by such organizations, and the ineligibility of HOME Funds for the acquisition, rehabilitation of structures to the extent those structures are used for inherently religious activities.

1.43 "Residential Environmental Assessment" shall mean a phase one and, if applicable, a phase two environmental site assessment, or such further environmental site assessment, prepared by an independent, qualified professional, acceptable to the City, that certifies that there are no Hazardous Substances (as defined herein at Section 2.01(d)) on the Project Site in violation of applicable law or recommends that identified Hazardous Substances on the Project Site be treated, encapsulated, or removed and properly disposed of in accordance with local, state and federal regulations.

1.44 "Section 8" shall mean Section 8 of the Housing Act of 1937, as amended.

1.45 "Tenant Survey" shall mean a form of survey approved by the City which is prepared by the Developer and provides certain data with respect to any current tenants, displaced tenants, either temporarily or permanently, or prospective tenants of the Project Site, in accordance with Article VII of this Agreement.

1.46 "Total Development Cost" shall mean the total cost of the Project, including, but not limited to, the acquisition of land and rehabilitation thereon and any other associated or required expenditures, fees or costs which have been approved by the City.

1.47 "UCC-1 and UCC-1Ad Financing Statements" shall mean the UCC-1 and UCC-1Ad financing statements pertaining to the City Loan, as the same may be amended, replaced or continued from time to time.

1.48 "Very Low-Income Families" shall mean families whose annual incomes do not exceed fifty percent (50%) of the Detroit Metropolitan Statistical Area median income, as determined by HUD, with adjustment for smaller and larger families (as more particularly described in Exhibit B attached hereto), except that HUD may establish income ceilings higher or lower than fifty percent (50%) of the area median income on the basis of HUD findings that such adjustments are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

ARTICLE II

Project Requirements

2.01 Conditions Precedent. The obligation of the City to close on the City Loan is subject to the following conditions precedent:

(a) The Developer shall have delivered or at Closing shall deliver to the City an executed commitment for an ALTA Mortgagee's Title Insurance Policy, without standard exceptions, and subject only to such encumbrances, exceptions and requirements as are acceptable to the City. Within a reasonable time after the execution of this Agreement, but no later than sixty (60) days after the Closing Date, the Developer shall cause to be delivered to the City a Mortgagee's Title Insurance Policy conforming to the commitment provided at Closing.

(b) The Developer shall have duly executed and delivered, or caused the execution and delivery of, the following documents to the City:

- (i) This Agreement;
- (ii) The City Notes;
- (iii) The City Mortgage;
- (iv) The Affordable Housing Restriction;
- (v) The Assignment of Leases and Rents; and
- (vi) The Guaranty of NSO Bell of Note No. 3 (as defined below).

(c) The Developer shall have provided original certificates of insurance evidencing that the Developer maintains, or has caused to be maintained, the insurance coverage required by this

Agreement. The requisite insurance coverage must be in place prior to disbursement of any City Loan funds by the City.

(d) The Developer has completed and has submitted to the City a Phase I environmental site assessment report for the Project Site that confirms that the Project Site contains no Hazardous Substances (herein defined to be any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC 9601 et seq., the Hazardous Transportation Act, 49 USC 1802 et seq., the Resource Conservation and Recovery Act, 42 USC 6901 et seq., or any other federal, state, or local statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, or material as is now or at any time hereinafter may be in effect) in violation of applicable law. If the Project Site is not free of Hazardous Substances, the Developer shall have provided the City with a Phase II environmental site assessment report or such further environmental site assessment report as the City deems necessary to accurately determine the extent of contamination and a due care plan for the proper remediation of such contamination, prepared by a-qualified professional acceptable to the City and approved, in writing, by the Michigan Department of Environmental Quality ("MDEQ"). The Phase I, Phase II and any other environmental site assessment, as well as the due care plan, must be prepared by a qualified professional acceptable to the City.

(e) The Developer shall have submitted evidence acceptable to the City that the Developer's equity contribution of at least Thirty-Four Million Three Hundred Fifty-Seven Thousand Seven Hundred Forty-Nine and 00/100 Dollars (\$34,357,749.00), including funds raised or to be raised through the sale of tax credits, has been committed to or has been used for the Development of the Project.

(f) The Developer shall have submitted evidence acceptable to the City that the Developer has raised or secured Seventeen Million Seven Hundred Thirty Seven Thousand One Hundred and Four and 00/100 Dollars (\$17,737,104.00) of construction loan financing.

(g) The Developer shall have submitted evidence acceptable to the City that the Developer has applied for and received a reservation of rehabilitation funds of Twenty-One Million Seven Hundred Seventy-Six Thousand Nine Hundred Nineteen and 00/100 Dollars (\$21,776,919.00) from MSHDA in LIHTC for rehabilitation.

(h) The Developer shall have submitted evidence acceptable to the City that the Developer has applied for and received a reservation of funds of Four Million Seven Hundred Seventy One Thousand Five Hundred and 00/100 Dollars (\$4,771,500.00) for Brownfield tax credits

(i) The Developer shall have submitted evidence acceptable to the City that the Developer has applied for and received a reservation of funds of One Million Nine Hundred Ninety Thousand Three Hundred Fourteen and 00/100 Dollars (\$1,990,314.00) for Federal Historic Tax Credits.

(j) The Developer shall have submitted evidence acceptable to the City that the Developer has applied for and received a reservation of funds of One Million Two Hundred Sixty-Eight

Thousand Four Hundred Sixty Seven and 00/100 Dollars (\$1,268,467.00) for State Historic Tax Credits.

(k) The Developer shall have submitted evidence acceptable to the City that the Developer has applied for and received a reservation of funds of One Hundred Thousand and 00/100 Dollars (\$100,000.00) from the Development Corporation of Wayne County.

(l) The Developer shall have submitted evidence acceptable to the City that the Developer has applied for and received a reservation of funds of Hundred Thousand and 00/100 Dollars (\$300,000.00) from the McGregor Fund.

(m) The Developer shall have submitted evidence acceptable to the City that the Developer has applied for and received a reservation of funds of One Million and 00/100 Dollars (\$1,000,000.00) from Wayne County HOME Funds.

(n) The Developer shall have submitted evidence acceptable to the City that the Developer has contributed a Deferred Developer Fee of Seven Hundred Eight Thousand, Three Hundred Six and 00/100 Dollars (\$708,306.00).

(o) The Developer has provided evidence to demonstrate a separate source of funds totaling Three Hundred Twenty Five Thousand, Seven Hundred Thirty One and 00/100 Dollars (\$325,731.00) from NSO Commercial for the build-out of the commercial space.

(p) NSO Bell shall have provided a copy of the fully executed Limited Partnership Agreement, naming NSO Bell Housing, Inc. as the General Partner and Neighborhood Service Organization as the Initial Limited Partner, in form and substance satisfactory to the City.

(q) NSO shall have provided a copy of the fully executed Bylaws of NSO.

(r) The Developer shall have submitted, in form and substance satisfactory to the City, a certified budget approved by the City, evidencing that the combined amounts of the City Loan, the Developer's Equity Contribution and the Private Financing committed and obtained for the proper completion of the Project are sufficient to meet all of the projected Project costs.

(s) NSO Bell shall have submitted, in form and substance satisfactory to the City, certified resolutions of NSO Bell and its managing general partner that all individuals entering into, executing and delivering documents on behalf of NSO Bell are properly authorized to enter into, execute and deliver said documents.

(t) NSO shall have submitted in form and substance satisfactory to the City certified resolutions of NSO that all individuals entering into, executing and delivering documents on behalf of NSO are properly authorized to enter into execute and deliver said documents.

(u) The Developer shall have submitted proof that the Developer has paid all real property taxes and personal property taxes assessed on the Project and the Project Site.

(v) The Developer shall have submitted evidence that all permits required for the proper completion of the Improvements to the Project Site have been obtained from the City of Detroit Buildings & Safety Engineering Department or will be so obtained prior to disbursement of the initial Advance.

(w) The Developer shall have submitted evidence that the Project has not been previously funded under the Act.

(x) The Developer shall have submitted a fully executed copy of a fixed price construction contract between NSO Bell and the Contractor, which contract shall be satisfactory to the City.

(y) The Developer shall have caused the delivery of the legal opinion of Developer's Counsel as to the matters set forth in Sections 4.01(a), (c) and (d) of this Agreement, entitled "Developer's Representations, Warranties and Covenants", and any other legal opinions as may be reasonably required by the City or its Counsel.

(z) The Developer shall have submitted, in form and substance satisfactory to the City, an ALTA survey of the Project Site certified to the City and the title company.

(aa) The Developer shall have submitted, in form and substance satisfactory to the City, evidence that the Developer and NSO Bell's limited partner have committed funds in the form of an income subsidy to the Project to assure that the Project, once completed and operating, will have sufficient income to meet the required debt service obligation and break-even cash flow during the term of the City Loan as identified in the Income/Operating Pro Forma attached hereto as **Exhibit C**.

(ab) The Developer shall have submitted an executed Site and Neighborhood Standards Certification in the form attached hereto as **Exhibit E**.

(ac) The Developer shall have submitted an executed Conflict of Interest Certification in the form attached hereto as **Exhibit F** ("Conflict Certification").

(ad) The Developer shall have submitted an executed Lobbying Certification in the form attached hereto as **Exhibit G**.

(ae) The Developer shall have submitted, in form and substance acceptable to the City, such other due diligence documents as may be required by the City.

2.02 Completion of the Project. The Developer agrees that it shall comply with all the terms and conditions of the City Loan Documents and the Regulations and that it shall complete the Project in a timely manner by the Construction Completion Date and in accordance with the Project Schedule, the approved Project Plans and the Project Budget, and in compliance with all applicable laws, regulations, codes and ordinances and City of Detroit standards of construction. The Developer shall cause the Contractor to commence performance of the Project rehabilitation upon the Developer's recording of a notice of commencement with the Wayne County Register of Deeds. The Developer shall notify the City when rehabilitation of the Project is complete. Such notice shall contain certifications or documentation necessary to establish the following:

- (i) That Certificates of Occupancy/Acceptance have been issued for all units in the Project;
- (ii) That a certificate has been executed by the Architect, or the General Contractor in instances in which no architect has been retained for said certification, stating that the Project complies with (a) the Contract Documents, as that term is defined in the Construction Contract for the Project entered into between the Developer and the Contractor, and (b) the housing quality standards set forth in 24 CFR Section 882.109, or any successor regulations; and
- (iii) That all City Loan funds advanced hereunder were expended for Eligible Project Costs.

2.03 Operation of Project. The Developer shall operate the Project in accordance with the Regulations, the restrictions set forth in the Affordable Housing Restriction and the provisions of the other City Loan Documents. The Developer shall continuously comply with (i) all applicable building, fire, licensing, health, sanitation, historic preservation, environmental protection, rent control, land-use, subdivision and zoning ordinances and regulations promulgated by any national, state or local governmental body, agency or division having jurisdiction over the Project Site, (ii) the organizational documents of the Developer, and (iii) all restrictions or other encumbrances affecting title to the Project Site. The Developer agrees to comply with the applicable requirements of the national and local boards of fire underwriters and, within a reasonable period following the City's request, to furnish the City such evidence thereof as the City may reasonably require.

2.04 Renewal of Licenses and Other Documents. The Developer shall promptly renew before they expire all licenses, permits, and other documents required for the operation of the Project, and provide copies of the same to the City within thirty (30) days of receipt by the Developer.

2.05 Signage. Upon request of the City, the Developer shall permit a sign to be erected on the Project Site at a location selected by the City indicating that the Project Site work is being financed in part by HOME Funds, subject to compliance with the City zoning ordinances.

2.06 Covenants against Conversion of the Project Site. During the Period of Affordability, the Developer shall comply with the following covenants regarding the HOME Assisted Units:

(a) The Developer hereby covenants not to convert the units rehabilitated or newly constructed in accordance with the Project Plans for the applicable Period of Affordability to condominium ownership or any form of cooperative ownership or mutual housing that has a resale structure that does not enable the cooperative to maintain rents affordable to 60%-Income Families and Very Low-Income Families, as applicable. The Developer further agrees that it shall maintain the Affordable Rents and Occupancy Standards required pursuant hereto. Notwithstanding the foregoing terms of this section, the parties acknowledge that the HOME Assisted Units comprise 155 residential units of Unit 2 of the BELL BUILDING CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 48991, Pages 580 through 643, inclusive, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 992.

(b) The Developer hereby covenants and agrees that the Developer will not discriminate against prospective tenants at the Project on the basis of their receipt of, or eligibility for, housing assistance under any federal, state or local housing assistance program or, except for a housing project for elderly persons, on the basis that the tenants have a minor child or children who will be residing with them, for the applicable Period of Affordability.

(c) These covenants and those through the Affordable Housing Restriction shall constitute mutual covenants running with the Project Site during the applicable Period of Affordability and the City shall have the same right to invoke and enforce the provisions of this Article and all other relevant provisions of this Agreement against all successive and future owners of the Project Site, unless said future owner or owners shall have acquired title to the Project Site pursuant to a foreclosure action instituted by the City or under loan documents securing Private Financing.

2.07 Due on Sale or Refinancing. In the event of a sale, assignment or other transfer of the Project, or refinancing of the Project, or any portion thereof, or the sale, assignment or transfer of a controlling interest in Developer, without the prior written consent of the City, prior to the City Loan being paid in full, Developer shall pay the City, upon demand, the full amount necessary to discharge the City Loan.

2.08 Covenant against Transfer of Project Site. During the Period of Affordability or the term of this Agreement, whichever is longer, the Developer shall not, without the prior written consent of the City, which consent may be withheld in the City's sole discretion, (a) include, or permit any other person or entity to include, any real property that is part of the Project Site in any other existing or proposed project or development, or (b) assign, convey or transfer any such real property to any individual or entity, or agree to make such assignment, conveyance or transfer. The prohibition contained in this Section 2.08 shall apply to any such real property whether or not HOME Funds were or will be spent on the real property, and whether or not the other existing or proposed project or development will be financed in whole or in part by HOME Funds. By way of example, but not limitation, this Section 2.08 applies to any agreement by the Developer to convey a vacant lot that is part of the Project Site and that is not improved as part of the Project.

2.09 Compliance with Project Requirements and Other Federal Requirements. Without limiting or otherwise affecting the Developer's obligation under this Agreement to comply with all of the Regulations, the Developer agrees to comply with all applicable provisions of the following Regulations, as they may be amended from time to time, throughout the Period of Affordability: (i) Subpart F of the Regulations (project requirements), including but not limited to the property standards set out in 24 CFR 92.251 (including but not limited to the accessibility requirements at 24 CFR part B, which implements Section 5.04 of the Rehabilitation Act of 1973) and the affordability requirements set out in 24 CFR 92.252; (ii) 24 CFR 92.351 (affirmative marketing and minority outreach); (iii) 24 CFR 92.350 (other federal requirements and nondiscrimination); (iv) 24 CFR 92.353 (displacement, relocation and acquisition requirements); (v) 24 CFR 92.354 (labor requirements); 24 CFR 92.356(f) (conflict of interest provisions); (vi) 24 CFR 92.355 (lead-based paint); and (viii) 24 CFR Part 24 (debarment and suspension).

2.10 Fixed and Floating HOME Assisted Units. The City and the Developer agree that in the event the Project consists of HOME Assisted Units and units that are not HOME Assisted Units, the

HOME Assisted Units shall be designated floating units and not fixed units, as defined in 24 CFR 92.252(j) of the Regulations.

ARTICLE III
City Loan

3.01 Financing the Total Development Cost. It is estimated that the Total Development Cost for the Project will not exceed Thirty Seven Million, Five Hundred Twelve Thousand Seven Hundred Forty-Nine and 00/100 Dollars (\$37,512,749.00). The Developer proposes to finance the Project through the use of HOME Funds, Private Financing and the Developer's Equity Contribution.

3.02 City Loan and Terms. The HOME Funds allocated by the City for the Project shall be loaned to NSO Bell and NSO pursuant to the following terms and conditions:

The City agrees to loan the Developer a total not to exceed the amount of Five Million One Hundred Fifty Thousand and 00/100 Dollars (\$5,150,000.00) in City Loan funds to assist in the financing of the Development of the Project which will be apportioned between NSO Bell and NSO as follows. The City Loan shall be evidenced by three promissory notes: an Unconditional Payment Note with NSO Bell ("Note No. 1") in the principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), a second Unconditional Payment Note with NSO Bell ("Note No. 2") in the principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) and a Conditional Payment Note with NSO ("Note No. 3") in the principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) (collectively, the "City Notes"). Said City Loan shall be repaid in accordance with the respective terms and conditions of the City Notes, all of which shall be executed by the Developer simultaneously herewith, and as summarized below:

(i) Note No. 1. In accordance with the terms of Note No. 1, the term of which shall be approximately Three Hundred Seventy-Six (376) months commencing on the Effective Date and ending August 1, 2042 (the "Maturity Date"), NSO Bell agrees to pay the City the principal sum thereof together with interest at an annual rate of one percent (1.00%), which interest shall begin to accrue on the date on which City Loan proceeds are first disbursed to or for the benefit of NSO Bell, in payments as follows:

1) Commencing on August 1, 2013, and on each subsequent August 1 thereafter, through and including August 1, 2023, NSO Bell shall make consecutive annual payments of interest only in the amount of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) each. On August 1, 2024, NSO Bell shall make an interest only payment of Fourteen Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$14,523.00). On August 1, 2025, NSO Bell shall make an interest only payment of Ten Thousand Eighty-Four and 00/100 Dollars (\$10,084.00). On August 1, 2026, NSO Bell shall make an interest only payment of Five Thousand Four Hundred Eleven and 00/100 Dollars (\$5,411.00). Commencing on August 1, 2027, and on each subsequent August 1 thereafter through and including August 1, 2041, NSO Bell shall make

consecutive annual payments of interest only in the amount of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) each; and

- 2) On the Maturity Date, NSO Bell shall make one (1) final payment in an amount equal to the entire outstanding principal balance of Note No. 1, together with all accrued and unpaid interest thereon.

NSO Bell acknowledges that the monthly principal and interest payments required pursuant to Note No. 1 will be insufficient to pay off the indebtedness owed thereunder and, therefore, a substantial balloon payment will be due on the Maturity Date.

- (ii) Note No. 2. In accordance with the terms of Note No. 2, the term of which shall be approximately Three Hundred Seventy-Six (376) months commencing on the Effective Date and ending August 1, 2042 (the "Maturity Date"), NSO Bell agrees to pay to the City the principal sum thereof together with interest at an annual rate of zero percent (0.00%), which interest shall begin to accrue on the date on which City Loan proceeds are first disbursed to or for the benefit of NSO Bell. On the Maturity Date, NSO Bell shall make one (1) payment in an amount equal to the entire outstanding principal balance of Note No. 2, together with all accrued and unpaid interest thereon.
- (iii) Note No. 3. In accordance with the terms of Note No. 3, for a term commencing on the date hereof and ending on the expiration of the Period of Affordability with interest accruing on the principal balance at a rate of zero percent (0%) per annum. Provided however, that absent an occurrence of Default Note No. 3 shall be self-amortizing over its term in equal annual amounts until the principal sum thereof is deemed paid in full, except that upon the occurrence of a Default under the Mortgage or any other Loan Document, the full non-amortized principal sum thereof shall be immediately due and payable to the City. As used herein, the phrase "self-amortizing over the term hereof in equal annual amounts" shall mean that on each anniversary date of the date of this Note, the principal amount hereof shall be reduced by a fraction, the numerator of which shall be the number one (1) and the denominator of which shall be the number of years in the term of this Note, until, in the absence of a Default, the principal amount is reduced to zero (0) dollars.

The City shall cancel the NSO Bell Note upon receipt of Note No. 3.

3.03 Proper Expenditures for City Loan Funds. The proceeds of the City Loan shall be used only to pay for Eligible Project Costs with respect to NSO shall be able to use its portion of the City Loan in order to make a capital contribution to NSO Bell's general partner, which will in turn make a capital contribution to NSO Bell.

3.04 Security for City Loan. Upon Closing of the City Loan, NSO Bell shall execute the City Mortgage in the amount of the City Loan, granting the City a second priority mortgage in the Project and the Project Site and any improvements thereon, together with any additions or substitutions therefor, and a security interest in any equipment, fixtures and any other personalty owned by NSO Bell and associated with the Project, including, but not limited to, all proceeds from the operation of the Project, or any part thereof. NSO Bell shall also execute at Closing an Assignment of Leases and Rents relative to the Project for the benefit of the City. Finally, NSO Bell shall execute a guaranty securing the obligations of NSO hereunder.

3.05 Nonrecourse Loan. Except as otherwise provided in Article VI hereof, the City Loan and City Mortgage shall be nonrecourse as to the Developer and any officer, director, shareholder, general or limited partner, manager or member of the Developer absent fraud or willful misrepresentation on the part of said officer, director, shareholder, general or limited partner, manager or member.

3.06 Substituted Loan Funds. The City may from time to time, in its sole discretion, fund all or a portion of the City Loan with Community Development Block Grant funds ("CDBG Funds"). In the event the City funds all or a portion of the City Loan with CDBG Funds in place of HOME Funds, and notwithstanding any provision to the contrary in the City Loan Documents and all other documents delivered in connection with the City Loan, as they may be amended from time to time, (1) all provisions of the City Loan Documents and all such other documents shall continue in effect as if the City Loan continues to be funded in its entirety by HOME Funds, including, but not limited to, the obligations in Section 2.06 of this Agreement regarding Affordable Rents and Period of Affordability, (2) all requirements of the Act, the Program and Regulations shall continue to apply to the City Loan Documents and all such other documents and the transactions contemplated thereby, and (3) the CDBG Funds shall continue to be subject to all applicable governmental regulations and requirements, including but not limited to 24 CFR 570.1 *et seq.*, as they may be amended from time to time.

ARTICLE IV

Representations, Warranties and Covenants

4.01 Developer's Representations, Warranties and Covenants. In order to induce the City to enter into and execute the City Loan Documents, NSO Bell and NSO represent, warrant and covenant to and with the City as follows:

(a) NSO Bell is a duly organized, validly existing Michigan limited partnership, in good standing under the laws of the State of Michigan, with full power and authority to own its property, conduct its business as currently conducted and execute, deliver and perform its obligation under this Agreement and all other City Loan Documents.

(b) NSO is a duly organized, validly existing Michigan non-profit corporation in good standing under the laws of the State of Michigan, with full power and authority to own its property, conduct its business as currently conducted and execute, deliver and perform its obligation under this Agreement and all other City Loan Documents.

(c) The execution, delivery and performance of the City Loan Documents by the Developer have been duly authorized by all requisite action and constitute valid, binding and enforceable obligations of the Developer in accordance with their terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance, equitable subordination, or similar laws affecting the rights and remedies of creditors generally, and (ii) equitable principles (regardless of whether such enforceability is considered in a proceeding at equity or law). The consummation of the transactions contemplated by the City Loan Documents does not conflict with or result in (1) the breach of any valid regulation, order, writ, injunction, judgment or decree of any court or any governmental or municipal instrumentality, or (2) the breach of or default under any other agreement or other instrument to which the Developer is subject or by which the Developer is bound.

(d) Except as disclosed in writing to the City, there are no actions, suits or proceedings pending, or to the knowledge of the Developer, threatened against or affecting the Developer or the Project Site or involving the validity or enforceability of the City Loan Documents or the priority of the liens created thereby, at law or in equity, that if adversely decided would materially impair the ability of the Developer to pay when due any amounts that may become payable with respect to the applicable City Notes; and to the Developer's knowledge, the Developer is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

(e) The Project Plans as approved by the City are satisfactory to the Developer, and no construction in relation to the Project Plans has commenced prior to the execution of this Agreement. All construction will be completed within the perimeter of the Project Site in accordance with the Project Plans and in accordance with any restrictive covenants applicable thereto. Upon completion, there are no structural defects in the Project actually known to the Developer and no violation of any local or other governmental requirement exists with respect to the Project Site. The anticipated use thereof complies with applicable zoning ordinances, regulations, and restrictive covenants affecting the Project Site, and all requirements for such use have been satisfied.

(f) Each request for an Advance pursuant to Article V hereof, or the receipt of the funds requested thereby, shall constitute an affirmation that the representations and warranties contained in this Article IV are true and correct as of the date of the required certifications for payment and will be true and correct on the date of receipt of the requested Advance.

(g) The Developer's estimates of the cost of the work associated with the Project are made in good faith and are fair, reasonable and realistic. The Developer acknowledges and consents that if cost overruns are anticipated by the City and the Developer, the Developer will deposit with the City, or a disbursement agent acceptable to the City, sufficient funds to cover said overruns, and that failure to do so shall constitute a Default under this Agreement. Unless HOME financing constitutes the source of such additional funds, such additional funds shall not be construed as "proceeds of the City Loan" under Article V, Disbursement of City Loan Funds, and, if deposited with a disbursement agent, shall be subject only to such City review and disbursement procedures as are ordinarily applicable to disbursements of Developer's Equity or Private Financing.

(h) The Project will be constructed in such a manner as to conform to applicable zoning, planning and building codes, and other regulations of governmental authorities having jurisdiction over the Project, as well as City of Detroit Planning & Development Department Performance Standards. All necessary utilities are available to the Project, and the Developer has

obtained or will obtain all requisite building, environmental and other permits necessary for the construction of the Project. The Project shall comply with the Model Energy Code of the Council of American Building Officials, and the Developer shall take reasonable efforts to comply with the Energy Star specifications and the U.S. Green Building Council LEED standards.

(i) No representation or warranty of the Developer contained in this Agreement or in any of the City Loan Documents, and no statement contained in any certificate, schedule, list, or other instrument furnished to a private lender funding the Project or the City by or on behalf of the Developer contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.

(j) NSO Bell shall execute, abide by and record an Affordable Housing Restriction document that shall, among other things, impose the requirements of the Period of Affordability and the provisions of Section 2.06 hereof, and shall be a covenant running with the Project Site.

(k) Any financial data reports furnished by the Developer to the City or a private lender funding the Project are accurate and complete in all material respects and, as of the date thereof, fairly represent the financial condition of the Developer.

(l) There has been no material adverse change in the condition, financial or otherwise, of the Developer since the date of the most recent financial report or statement referred to in item (k) above.

(m) NSO Bell has, or shall have by the effective date of this Agreement, acquired good title to the Project Site and associated real property, and, if other than new construction, has further acquired all machinery, equipment, furnishing, fixtures and other improvements thereto.

(n) Prior to the demolition, repair and/or construction of any building, structure or improvement, or any part thereof, on the Project Site, all Hazardous Substances, or any other type of contamination, at levels that exceed or violate applicable Environmental Law, present at the Project Site, shall be encapsulated or removed and properly disposed of, or otherwise remediated, in accordance with state, local and federal regulations and the recommendations contained in the Residential Environmental Assessment, and the Developer shall obtain all clearances for Hazardous Substances and other types of contamination on the Project Site. In addition, the Developer covenants and agrees that, during the term of this Agreement, it shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Project Site in violation of any applicable Environmental Law. The Developer shall promptly give the City written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Project Site and any Hazardous Substances or Environmental Law of which the Developer has actual knowledge. If the Developer learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Project Site is necessary, the Developer shall promptly take all necessary remedial actions in accordance with Environmental Law.

(o) The Developer shall submit to the City, within ninety (90) days from the end of every calendar year during the term of the City Loan, an annual financial statement audited by an independent certified public accountant. The City may, at its sole cost and expense, conduct an audit of

the Developer's books and records maintained for the Project at any time during the term of the City Loan.

(p) The Project will be rehabilitated in such a manner as to comply with all applicable local, state and federal laws, executive orders and regulations.

(q) The Developer shall, as required, hold and/or obtain all adequate assets, licenses, governmental and other permits, leases, authorizations, franchises, rights, certificates, consents and approvals from each governmental authority necessary for rehabilitation of the Project, and/or operation of the business of the Project, and all such adequate assets, licenses, governmental and other permits, leases, authorizations, franchises, rights, certificates, consents and approvals shall be and remain throughout the term of the City Loan in full force and effect to the extent necessary. None of the foregoing contain or will contain any term or condition that is materially burdensome or materially different than those possessed or held by other parties conducting or operating a similar business.

(r) The Project shall incorporate reasonable cost-effective energy conservation and effectiveness standards required by the City of Detroit Planning & Development Department.

ARTICLE V

Disbursement of City Loan Funds

5.01 Disbursement Procedure. The proceeds of the City Loan shall be disbursed by the City or, if applicable, the Disbursing Agent, to NSO Bell and NSO in accordance with the City Notes for Eligible Project Costs in accordance with the provisions of this Section 5.01 and any Disbursement Agreement executed in conjunction herewith. Unless otherwise agreed between the City and the Developer, all Advances of City Loan funds shall be made by the City or the Disbursing Agent, and the City or the Disbursing Agent shall thereupon disburse the City Loan funds to NSO Bell or NSO as applicable. NSO Bell or NSO may not request disbursement of City Loan funds until such funds are needed for payment of Eligible Project Costs, and the amount of each request shall be limited to the amount needed for payment of Eligible Project Costs. Provided all applicable conditions precedent set forth in this Agreement and any Disbursement Agreement are satisfied, the City Loan shall be disbursed in accordance with the following:

(a) For each request for the disbursement of an Advance, NSO Bell or NSO shall deliver to the City and/or its Disbursing Agent a Requisition Certificate on a form provided by the City and a request for an Advance ("Request for Advance"), on AIA Forms 702 and 703 or their equivalent, which shall be signed by the Contractor and the Architect, setting forth the amount of the Advance requested and the line item costs to be paid from the Advance as shown on the Budget and showing all changes from the immediately preceding Request for Advance, and which shall include, without limitation, the following:

(1) That portion of the City Loan amount allocated for construction of the Improvements to the Project (the "Construction Amount"), as set forth in the Budget, which Construction Amount, when combined with other Project financing and any equity allocated in the Budget for construction costs, shall

include all direct and indirect costs related to the construction of the Improvements;

- (2) An application and Certificate for Payment (AIA Document G-702) from the Contractor and the Architect certifying that the Improvements have been completed in accordance with the Project Plans in a good and workmanlike manner to the degree of completion as represented in the Request for Advance;
- (3) A construction disbursement schedule on an applicable AIA form therefor, or its equivalent, showing actual costs of the construction, which schedule shall be approved by the City and certified by NSO Bell or NSO, as applicable, the Architect, and the Contractor with respect to the following, all in accordance with the Budget;
 - (A) The amount of construction costs expended to date;
 - (B) The percentage of completion for each item of construction; and
 - (C) The balance of the amount required to fully complete the Project and pay the balance of the construction costs.
- (4) With respect to indirect or soft costs to be paid from the Construction Amount, a certification from NSO Bell or NSO, as applicable, together with such supporting invoices as the City or the Disbursing Agent may reasonably request, certifying to the following, all in accordance with the Budget: the person or entity to be paid, the nature and amount of the payment, an itemization of the total amount of previous requests for payment, the amount of the current request and the balance to be paid after the current request, all compared to the Budget.
- (5) Uniform sworn statements of the Contractor, and waivers of lien from the Contractor, subcontractors and material suppliers for each item included therein, together with such supporting invoices as the City or the Disbursing Agent may reasonably request, showing payment of all construction costs, including labor, material, and other expenditures, to the date of the last draw request.
- (6) Evidence that the undistributed proceeds of the Construction Amount, without considering retainage as undisbursed, are sufficient to complete the Improvements in accordance with the Project Plans and the Construction Contract, and pay the balance of the costs set forth in, and in accordance with, the Budget, as the same may be adjusted from time to time and approved by the City. All cost overruns in any individual Budget line items will be paid as follows: first, from reallocation of savings from other individual Budget line items and second, by funds provided by the Developer.
- (7) For projects with twelve (12) or more HOME Assisted Units, or with eight (8) or more units funded in whole or in part with City Loan funds consisting of CDBG Funds in whole or in part, the Contractor must provide clearances from the City

that it has complied with the Davis-Bacon Act and Executive Order 2007-1 (September 10, 2007). The City agrees to use good faith, diligent efforts to timely issue said clearances once the Developer has provided all information to the City necessary for the issuance of same.

(b) Within ten (10) business days after receipt of the items set forth in (a) above, the City or Disbursing Agent shall review the completeness and sufficiency of the Request for Advance, the aforementioned certifications and the sworn statements and lien waivers from the Contractor, and any subcontractor, suppliers or materialmen involved in the work, and the City or the Disbursement Agent shall cause a thorough search of the title to be made. Prior to any disbursements hereunder, the City or Disbursing Agent shall receive an endorsement to the title insurance policy, dated not earlier than the date of such request for disbursement, indicating that since the last preceding Advance, if any, there has been no material adverse change in the state of the title which would affect the priority or status of the City Mortgage, and having the effect of increasing the coverage of the policy by an amount equal to the disbursement then being made and insuring the relative priority of the City Mortgage over unrecorded construction liens as of the date of the Contractor's and any subcontractor's, supplier's and materialmen's sworn statements presented in support of such disbursement request. Should the search of the title reveal the existence of any lien not specifically excepted in the title policy, or which the Disbursing Agent is unwilling to insure over, the Disbursing Agent shall immediately notify the Developer in writing and shall withhold any further disbursements until said lien(s) are removed or bonded over; however, with respect to the Developer bonding over any lien against the Project, the surety company and the terms of the bond must be acceptable to the City in its sole discretion. In addition, upon receipt of the Request for Advance, required certifications, and the sworn statements and lien waivers, the City shall inspect or cause an inspection of the work for which an Advance is being requested to be performed. If the City determines that the work for which an Advance is being requested has been properly completed in accordance with the Project Plans and that there exists no lien on the Project Site not specifically excepted in the title policy and the City has received the herein-described endorsement to the title policy, it shall disburse or, if applicable, authorize the Disbursing Agent to transmit to the Developer, the requested and approved amount of funds, less ten percent (10%) retainage with respect to hard costs only, which retainage will be held until such time as the repair or new construction work to the Project Site is fully completed and the Developer has obtained a Certificate of Occupancy/Acceptance. Payment shall be in the form of a check payable to the Developer and the Contractor. If the City or the Disbursing Agent determines, after review of all required information for payment, that a lesser amount than requested, including no amount, is eligible for payment under this Agreement, it shall thereupon notify the Developer and the Contractor of its determination and the reasons therefor, and neither it nor the City shall be liable to pay the amount requested. If the Developer notifies the Disbursing Agent and/or the City that it will accept the lesser eligible amount, the City or Disbursing Agent shall process the payment request for the lesser eligible amount. If the Developer provides the necessary additional documentation or takes the necessary steps, such that the requirements of this Agreement are satisfied, to enable the City or the Disbursing Agent to revise its determination, the City or the Disbursing Agent shall process the payment request pursuant to this paragraph (b) and such amount shall be paid to the Developer. All requests for Advance shall be delivered to the City and, if applicable, the Disbursing Agent, at least ten (10) business days prior to the date of the requested Advance.

(c) The amount, timing and procedures for any partial disbursement shall be reasonably determined by the City, except that each disbursement must be in accordance with this

Agreement and must be approved in writing in advance by the City, which approval shall not be unreasonably delayed or withheld. Notwithstanding the aforesaid, the amount undisbursed shall not be less than the cost to complete the remaining work for the Project.

(d) Notwithstanding any other provision of this Agreement or any other City Loan Document, (i) upon the occurrence of an Event of Default, the City, in its sole and absolute discretion, may refuse to make, and may prohibit the Disbursement Agent (if any) from making, any Advance until the Event of Default is cured, and (ii) in no event shall any Advance be made in the event a Default has occurred under any of the City Loan Documents.

(e) Final payment, constituting the entire unpaid, undisbursed balance of the City Loan proceeds remaining upon completion of the work will be made within ten (10) days of final inspection of the work, provided the following has occurred: (i) the Developer has received permits from the City of Detroit Buildings & Safety Engineering Department for any plumbing, electrical, engineering or building work conducted on the Project Site certifying that all systems have been operationally tested and found to be in good working order; (ii) the Developer has obtained a Permanent Certificate of Occupancy/Acceptance for each unit in the Project; (iii) the Developer has obtained final unconditional lien waivers, signed by the Contractor and each subcontractor and submitted same to the City and the Disbursing Agent; (iv) the City has received the requisite endorsement to the title policy as described in paragraph (b) above; (v) all change orders for the Project, whether funded by City Loan proceeds or another financing source, have been paid in full; and (vi) the City has received the Architect's certificate of Project completion. For projects with twelve (12) or more units funded in whole or in part by HOME Funds, or with eight (8) or more units funded in whole or part with City Loan funds consisting of CDBG Funds in whole or in part, the Developer must submit and receive final Project clearance for weekly payrolls and other evidence to document compliance with the Davis-Bacon Act and Executive Order 2007-1 (September 10, 2007).

ARTICLE VI

Indemnification and Insurance

6.01 Indemnification of the City. The Developer, and, with respect to subparagraph 6.01(e) only, the managing general partner or manager of NSO Bell, shall indemnify, save and hold harmless the City and the City's agents, employees, elected officials and officers against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City or the City's agents, employees, elected officials and officers by reason of any of the following occurring during the term of this Agreement:

(a) any negligent or tortious acts of the Developer or of its personnel, employees, consultants, agents or any subcontractors; or

(b) any failure by the Developer or any of its personnel, agents, employees, consultants or subcontractors to perform its obligations, either express or implied, under this Agreement; or

(c) any act, failure to act or misrepresentation by the Developer or any of its personnel, employees or agents in connection with the Project;

(d) any act, failure to act or misrepresentation by the Developer or any of its personnel, employees or agents under the City Loan Documents; or

(e) if the Developer is a limited partnership or a limited liability company, any removal of the managing general partner or manager of Developer.

In addition to the above, the Developer hereby certifies, represents, warrants and covenants based on and subject to the Phase I Environmental Site Assessment Report, dated July 1, 2008, with addendum dated September 22, 2008, the Phase II Environmental Site Assessment Report, dated December 14, 2009, and the Preliminary Remedial Plan dated April 21, 2010, all of which were prepared by AKT Peerless Environmental & Energy Services (AKT Peerless), that, to the best of Developer's knowledge, no Hazardous Substances or any other type of contamination at levels that exceed or violate applicable Environmental Law, are present at the Project Site (or, if any such Hazardous Substances were or are present at the Project Site, that such Hazardous Substances or other contaminated materials have been or will be removed and properly disposed of in accordance with applicable local, state and federal laws and regulations), and the Developer shall jointly and severally indemnify, save and hold harmless the City and the City's agents, employees, officers and elected officials against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the City or the City's agents, employees, officers and elected officials, for any related claim or injury covered under this paragraph. The indemnification obligation of the Developer under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer under the Workers' Compensation Act or other employee benefit act, and shall survive expiration or termination of this Agreement.

6.02 Developer's Obligation to Defend Action Brought against the City. In the event that any action or proceeding is brought against the City or the City's agents, employees, officers or elected officials by reason of any claim covered hereunder, the Developer (and the managing general partner or manager of NSO Bell, if a claim is brought by reason of Section 6.01(e)), upon notice from the City, shall, at the Developer's sole expense and with counsel of the Developer's choice, subject to approval of the City (which approval shall not be unreasonably withheld or delayed) (and, in the case of a claim brought by reason of Section 6.01(e), at the expense of the Developer and the managing general partner or manager and with counsel chosen by the Developer and the managing general partner or manager, subject to approval by the City, which approval shall not be unreasonably withheld or delayed), resist and defend such action or proceeding on the City's behalf. Anything contained in this Article VI to the contrary notwithstanding, the City shall have the right to assert any claims against the Project Site or any portion thereof as a result of acts described in subsections 6.01(a) through (e) above. Any liability of the Developer or NSO Bell's managing general partner or manager under this Article VI shall not constitute Eligible Project Costs and shall not be satisfied out of funds designated for Project purposes. The obligations under this paragraph shall survive expiration or termination of this Agreement.

6.03 Safeguarding of Property and Materials. In addition, the Developer agrees that it is the Developer's sole responsibility, and not the responsibility of the City, to safeguard and/or insure the protection of the property and materials that are used in the rehabilitation of the Project.

6.04 Insurance. NSO Bell shall maintain or cause to be maintained, at its sole expense during the term of this Agreement the following insurance with respect to the Project:

- (a) If applicable, Workers' Compensation insurance that meets Michigan's statutory requirements or employer's liability insurance with minimum coverage limits of Five Hundred Thousand Dollars (\$500,000) each accident, each disease and each disease per employee. NSO Bell agrees to obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or contractor retained by it to rehabilitate any portion of the Project.
- (b) Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000), each occurrence for bodily injury and property damage and Two Million Dollars (\$2,000,000) general aggregate. Said policy shall include coverage for independent contractor's liability.
- (c) Builder's Risk Insurance against loss or damage to the Project Site and the materials and supplies to be used in the construction thereof, whether such be materials or supplies are incorporated into the Project Site or assembled on the premises for the purpose of being incorporated into the Project Site. This insurance shall insure against loss from the perils of fire, extended and broad form coverage and shall be in an amount not less than the amount of the Construction Contract for the Project.
- (d) If applicable, automobile liability insurance covering all insurable automobiles, trucks, motorcycles or other automotive equipment whether owned, non-owned or hired, complying with the provisions of the Michigan No-Fault Insurance Act, with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage.
- (e) Excess Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000) for the insurance provided in items (b) and (d) of this Section 6.04.
- (f) Automotive Public Liability/Property Damage Insurance covering all tractors and other automotive equipment not covered in (d) above in the minimum amount of Five Hundred Thousand Dollars (\$500,000) whether owned or rented by NSO Bell or its Contractor, or owned by employees of NSO Bell or its Contractor.
- (g) Fire and hazard insurance covering the Project against fire and other hazards included within the term "Broad Form and Extended Coverage", in an amount not less than the replacement value of the completed Project.
- (h) Such other insurance as may reasonably be required by the City for the Project.

If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the foregoing insurance limits, NSO Bell shall furnish, within a reasonable period following demand, such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected under valid and enforceable policies, issued by insurers qualified to do business in the State of Michigan that have a Bests' rating of no less than A:VII.

All required insurance policies hereunder shall name NSO Bell as the insured and, excepting workers compensation coverage, the City as additional insured (or mortgagee, for builder's risk insurance or fire and hazard insurance) and shall be accompanied by a commitment from the insurer that such policies shall not be canceled, modified or reduced without at least thirty (30) days' prior written notice to the Developer and the City, except in the event of a cancellation due to non-payment, in which event only a ten (10) day prior written notice is required. Certificates of insurance evidencing such coverage shall be submitted to the City prior to the Effective Date and at least thirty (30) days prior to the expiration dates of expiring policies. Certified copies of all insurance policies on which the City is named as additional insured or mortgagee shall be provided to the City by NSO Bell as soon as the same are available to NSO Bell. In addition, all contracts between NSO Bell and the Contractor shall require that the Contractor maintain all of the insurance required by this Article, as applicable, and the liability insurance shall name as an additional insured the City, its agents, successors and assigns.

6.05 Bonds. If the total construction cost for the Project exceeds One Hundred Thousand Dollars (\$100,000), NSO Bell shall cause the Contractor to furnish NSO Bell and the City (as dual obligee) performance and payment surety bonds conforming to the statutes of the State of Michigan.

Each bond shall run to the City and NSO Bell and shall be in the amounts as follows:

Performance Bond - 100% of the total construction cost
Payment Bond - 100% of the total construction cost

The date of the bonds shall be as directed by the City but no earlier than the effective date of the Construction Contract.

ARTICLE VII **Special Reporting**

7.01 Developer's Obligation to Maintain Specific Information. The Developer hereby covenants and agrees that the Developer will maintain data on the race, ethnic origin, gender, and income of tenants occupying the Project Site following acquisition and prior to construction by the Developer. Further, if applicable, the Developer agrees to provide to the City a copy of the "Move In After Tenant Application", submitted to the tenants that move into the Project Site after the HOME Investor Application is submitted and prior to completion of the Project.

7.02 The Developer hereby covenants that the determination of whether a family meets the income requirements set forth herein shall be made by the Developer at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such family. Developer

shall maintain as part of its Project records (a) copies of all leases of units in the Project, and (b) all initial and annual income certifications of tenants of the Project. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Developer shall provide to the City annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each family occupying a unit at the Project. With respect to families which became occupants of the Project in the prior year, the annual report shall be in a form reasonably approved by the City and shall contain such supporting documentation as the City shall reasonably require. In addition to the foregoing, the Developer shall keep such additional records and prepare and submit to the City such additional reports as the City may reasonably deem necessary to ensure compliance with the requirements of the Affordable Housing Restriction and of the Program.

7.03 The Developer hereby covenants and agrees that the Developer will maintain this data and shall, upon reasonable notice and during normal business hours, give access to it and all books, accounts, reports, files, and other papers or property of the Developer pertaining to the City Loan to the inspector General of HUD, the Comptroller General of the United States, the City or any of their duly authorized representatives for the purpose of making surveys, audits, examinations, excerpts and transcripts.

ARTICLE VIII

Relocation

Intentionally Omitted

ARTICLE IX

Minority and Women Owned Business Plan

9.01 Selection of Contractor.

(a) The Developer hereby covenants and agrees that it will use prime contractors who agree to place minority and women subcontractors on solicitation lists and to solicit bids from minority and women subcontractors whenever they are potential sources of materials or services.

(b) The Developer hereby covenants and agrees that it will use prime contractors who, when economically feasible, will agree to divide total contract requirements into smaller tasks or quantities, and establish delivery schedules, so as to permit maximum minority and women business participation.

(c) The Developer hereby covenants and agrees that it will use prime contractors who agree to use the services and assistance of the Minority Business Development Agency of the Department of Commerce and the Interagency Committee on Women Business Enterprise, as needed.

ARTICLE X
Affirmative Fair Housing Marketing Plan

10.01 Obligation of the Developer to Affirmatively Market Completed Project. The Developer hereby covenants and agrees that it will affirmatively market the Completed Project in compliance with 24 CFR 92.351.

10.02 Specific Requirements of Affirmative Marketing Plan. The Developer hereby covenants and agrees that it will use the Equal Housing Opportunity logotype or slogans when advertising for tenants, display fair housing posters, and use community organizations, churches, employment centers, fair housing groups or housing counseling agencies as sources to solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach.

10.03 Records of Affirmative Marketing Plan. The Developer hereby covenants and agrees that it will maintain records of its affirmative marketing efforts for the term of this Agreement. The specific affirmative marketing responsibilities required of the Developer are attached hereto as **Exhibit H**.

ARTICLE XI
Default

11.01 Events of Default. The term "Event of Default", whenever used in this Agreement, shall mean any one or more of the following:

- (a) Failure by the Developer or NSO Bell's managing general partner or manager to fulfill its obligations under the City Loan Documents or any other collateral or associated documents executed in connection with the City Loan Documents;
- (b) Violation of, or a failure by NSO Bell to fulfill its obligations under, NSO Bell's Certificate of Limited Partnership or partnership agreement or any other documents executed in connection therewith;
- (c) Violation by the Developer or the Developer's managing general partner or manager of any of the covenants, representations, warranties, certifications, agreements or stipulations in the City Loan Documents or any other documents executed in connection with the City Loan Documents;
- (d) Admission in writing by NSO Bell of its inability to pay its debts generally as they become due;
- (e) The institution of any bankruptcy, reorganization or insolvency proceedings or any similar proceedings whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law by or against the Developer;
- (f) Abandonment of the Project by the Developer;

(g) Failure to commence the Project after a period of thirty (30) days has elapsed from the effective date of this Agreement;

(h) Failure to complete the Project, as evidenced by a Certificate of Occupancy/Acceptance issued by the City of Detroit Buildings & Safety Engineering Department by the Construction Completion Date;

(i) If Developer is a limited partnership or limited liability company, removal of the managing general partner or manager, or a limited partner or member, without the City's prior written consent, or failure to cause such removed managing general partner manager, limited partner or member to be replaced with an entity approved in writing in advance by the City; provided, however, that written notice of such removal may be given to the City and if the City fails to approve or reject, or approve with conditions such removal within thirty (30) days after the City's receipt of such notice, the City will be deemed to have approved the removal of such managing general partner or manager or limited partner or member;

(j) Failure by Developer to fulfill its obligations under any Other Financing loan documents or other documents executed in connection therewith;

(k) Any act or omission to act by the Developer or its partners or members, or by any director, officer or employee thereof, that results in a violation of any federal, state or local conflict of interest laws, regulations, rules or policies, including, but not limited to, those applicable to the federal Community Development Block Grant program and federal HOME Investment Partnership program, or any violation of the Conflict Certification; or

(l) The City, in good faith, deems itself insecure or believes that the prospect of the Developer's performance of any of its obligations under the City Loan Documents is impaired for any reason, including but not limited to any federal, state or local government audit or investigation of the Developer or its partners or members, or of any director, officer or employee thereof.

An uncured Event of Default shall be a "Default".

Upon the happening of an Event of Default the non-defaulting party shall provide the defaulting party written notice thereof ("each such notice, a "Default Notice"). The continuance of any such Event of Default in excess of thirty (30) days (which is the cure period for Events of Default occurring under this Agreement, other than the Events of Default specified below) or such other applicable cure period as specified in the applicable City Loan Document, the partnership agreement, the Other Financing loan documents or such other collateral or associated document executed in connection with the City Loan, after the receipt of written notice of such Event of Default from the non-defaulting party, or; if such Event of Default is of such a nature that the same cannot be cured within such thirty (30) day period or such other cure period of time as specified in the applicable City Loan Document, the partnership agreement, Other Financing loan document or such other collateral or associated document executed in connection with the City Loan, the failure of the defaulting party to commence to cure such Event of Default within such period and thereafter diligently pursue such curing, shall constitute a Default hereunder and the non-defaulting party shall have the rights and remedies herein provided. If an Event of Default is cured within the applicable cure period specified herein, or in the applicable City

Loan Document, the partnership agreement, Other Financing loan document or any other collateral or associated document, the non-defaulting party shall provide the defaulting party notice of its acknowledgment and acceptance of such cure; however, failure to provide said acceptance and acknowledgment shall not be construed to mean that such cure did not occur. Any such acknowledgment and acceptance given in any one instance shall not be deemed a waiver, or release said defaulting party of its obligation under this Agreement for any future default.

Notwithstanding anything contained herein or in the City Loan Documents to the contrary, the occurrence of any of the Events of Default listed in paragraph 11.01(k) above, constitutes an automatic Default under this Agreement, and does not require notice or a cure period.

Notwithstanding anything contained herein or in the City Loan Documents to the contrary, the occurrence of any of the Events of Default listed in paragraphs 11.01(f), (g), (h), (i) or (l) above, as well as the failure timely to pay principal and interest when due under the City Notes, does not constitute an automatic Default under this Agreement, but requires notice and a ten (10) day cure period.

Whenever an Event of Default shall have occurred and shall not have been cured, such that it has become a Default, the non-defaulting party may exercise any right, power, or remedy, including, but not limited to, terminating this Agreement and/or the City's obligations hereunder, accelerating repayment of the applicable City Note, foreclosing on the City Mortgage, and instituting a cause of action for any damages incurred by such non-defaulting party as a result of such Default, including any reasonable costs the non-defaulting party might incur in enforcing or attempting to enforce this Agreement or any of the City Loan Documents, including reasonable attorney fees, permitted to it by law and under the City Loan Documents.

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity, including an action for specific performance of any covenant contained in this Agreement, the applicable City Note or the City Mortgage. No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default or an acquiescence thereto.

Notwithstanding anything to the contrary herein, the City agrees to give Investor Limited Partner a copy of any Default Notice sent to Developer. Any such Default Notice shall be sent simultaneously upon notice to Developer. The Investor Limited Partner shall have the right, but not the obligation, to cure any Event of Default and the City shall accept any such cure as if offered or performed by Developer. It is understood by the Investor Limited Partner that this provision will, in no way, extend the duration of the cure period.

ARTICLE XII

FAIR EMPLOYMENT PRACTICES

12.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunities, and including, but not limited to, Title VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 252) and United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to said Title; federal requirements set forth in 24 CFR 5.105(a); Federal Executive Order 11246, as amended; and in

accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunities, including, but not limited to, the Elliott-Larsen Civil Rights Act (P.A. 1976, No. 453, MCL 37.2101 et seq.) and the Michigan Handicappers' Civil Rights Act (P.A. 1976, No. 220, MCL 27.1601 et seq.), the parties hereto agree that they will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to any person's ability to perform the duties of a particular job or position.

12.02 The parties hereto agree to comply with the City of Detroit Living Wage Ordinance, Chapter 27 of the Detroit City Code, as amended, being Ordinance No. 330-H, as amended, and those rules and procedures adopted by the Human Rights Department pursuant to Article 7, Chapter 10 of the 1974 City of Detroit Charter, Ordinance No. 578-H (amended definition of Minority) of the Detroit City Code, and, if applicable, Executive Order 2007-1 (September 10, 2007) and the Mayor's Executive Order No. 4 (January 7, 1997). The Developer agrees to timely supply the City, upon request, with a report of the number of minority-owned businesses and women-owned businesses which participated or are participating in the Project as subcontractors to the Contractor, and to provide such other information on the use of minorities and women in the Project as the City may reasonably request.

12.03 The Developer further agrees that it will notify any and all Contractors and subcontractors of their obligations relative to nondiscrimination under this Agreement when soliciting same, and will include the provisions of this Article in all contracts or subcontracts executed by Developer in connection with the Project, and that it will take such action with respect to any contract, subcontract or procurement as the City may reasonably direct as a means of enforcing such provisions, including sanctions for noncompliance.

12.04 The Developer further agrees that if the Project involves the new construction or rehabilitation of twelve (12) or more units on the Project Site and said new construction or rehabilitation is financed with City Loan funds, or if the Project involves the new construction or rehabilitation of eight (8) or more units on the Project Site and said new construction or rehabilitation is financed in whole or in part with City Loan funds consisting of CDBG Funds in whole or in part, the Developer shall be required to comply with the provisions of the Davis-Bacon Act.

ARTICLE XIII **Miscellaneous Provisions**

13.01 Amendments. No provision shall be added to and no existing provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the parties hereto.

13.02 Assignment.

(a) The Developer shall not assign, transfer or encumber, directly or indirectly, any interest whatsoever in this Agreement, and shall not transfer any interest in the same without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any

such consent given in any one instance shall not relieve the Developer of its obligation to obtain the prior written consent of the City to any further assignment.

(b) This Agreement shall bind the parties, their, successors and assigns, and shall inure to the benefit of the parties and their respective successors and assigns.

13.03 Notices. All notices, consents, approvals, requests and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the applicable party hereto, and sent by certified or registered mail, return receipt requested, or delivered overnight by "FedEx", "Airborne" or other reputable overnight courier and addressed as follows:

If to the City:

City of Detroit
Planning & Development Department
65 Cadillac Square, 19th Floor
Detroit, Michigan 48226
Attention: General Manager of Housing Services

With copies to:

City of Detroit
Planning & Development Department
65 Cadillac Square, 19th Floor
Detroit, Michigan 48226
Attention: Multifamily Housing Coordinator

and

Lewis & Munday, P.C.
660 Woodward Avenue
Suite 2490
Detroit, Michigan 48226
Attention: Blair A. Person

If to the Developer:

NSO Bell Housing Limited Dividend Housing Association Limited Partnership
220 Bagley, Suite 1200
Detroit, Michigan 48226
Attention: Ms. Sheilah Clay

With copies to:

Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243
Attention: Rochelle Lento

And

NTCIC Affordable Housing Fund 1 LLC
1785 Massachusetts Avenue
Washington, DC 20036-2117
Attention: John Leith-Tetrault

And

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Gregg Yeutter

Except for Notices sent by an authorized courier, which shall be deemed given one (1) business day after the date of sending, all other Notices shall be deemed given two (2) days after the date of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other parties as provided herein. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

13.04 Independent Contractor. The relationship of the City and the Developer is and shall continue to be that of independent contractors and no liability or benefits, such as Workers' Compensation, pension rights or liabilities, arising out of or relating to a contract for hire or an employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of this Agreement. No relationship other than that of independent contractors shall be expressed or implied between the parties or either party's agents or employees, and the Developer hereby agrees to hold the City harmless from any such claim resulting therefrom.

13.05 Review of Project Books. The Developer shall keep and maintain all books, records and other documents relating directly to the receipt and disbursement of HOME Funds. Any duly authorized representative of the City, after giving the Developer reasonable notice, shall during normal business hours, have access to and the right to inspect, copy, audit and examine all books, records and other documents of the Developer until the completion of all close-out procedures respecting the use of HOME Funds and until the final settlement and conclusion of all issues arising out of the use of such HOME Funds.

13.06 Access to Project. The Developer agrees that the City shall, at all reasonable times, during normal business hours, following reasonable notice to the Developer, have access to any portion

of the Project or the Project Site until the completion of all close-out procedures in connection with the City Loan funds and until the final settlement and conclusion of all issues arising out of the use of such funds, provided that the City does not unreasonably interfere with the rights of any tenant.

13.07 Disclaimer of Relationship. Nothing contained in this Agreement nor any act of the City or the Developer shall be deemed or construed by any of the parties, or by any third party, to create any relationship of third-party beneficiary, principal and agent, or joint venture.

13.08 Force Majeure. Unless otherwise specifically provided in this Agreement, the dates or times for performance by each party of its obligations (including, when applicable, cure rights) under this Agreement shall be extended to the extent that a party's failure to perform in a timely manner is caused by conditions beyond said party's control, such conditions to include, but not be limited to, acts of God, general strikes (excluding strikes limited to the Project), general unavailability of materials and delay in securing the satisfaction of the conditions described in this Agreement; provided, that said party has timely performed all of its obligations with respect to each of said conditions and has undertaken all reasonable actions to enable or cause satisfaction of the given condition. The time for performance by either party of acts or obligations suspended or postponed by an occurrence as described herein shall be extended for a period equivalent to the period of such delay or postponement. Each party agrees to provide written notice to the other party of any conditions beyond the notifying party's control which may result in the notifying party's inability to perform any act or obligation by the required date, and it shall be a prerequisite to reliance upon said condition that such notice shall have been provided within ten (10) days of the onset of said condition.

13.09 Compliance with Applicable Law. The parties agree to comply with all federal, state and local statutes, regulations, rules, ordinances, executive orders, and other laws and requirements, now in effect or hereinafter enacted that affect the Project, and, if necessary, to execute and deliver such supplementary documents and agreements as are necessary to meet said requirements.

13.10 Michigan Law. This Agreement is being entered into and executed in the State of Michigan, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be construed in accordance with the provisions of the laws of the State of Michigan.

13.11 Captions. The captions and headings of this Agreement are inserted for convenience only, and shall not modify or affect the intent or operative paragraphs or provisions of this Agreement, and shall be disregarded in the construction or interpretation hereof.

13.12 Integration. This Agreement, together with the documents attached hereto as exhibits and referred to herein, contains the whole and entire agreement by and between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, with respect to this Agreement.

13.13 Non-waiver. No waiver at any time of any provision or condition of this Agreement shall be construed as a waiver of any of the other provisions or conditions hereof, nor shall any waiver of any provision or condition be construed as a right to subsequent waiver of the same provision or condition.

13.14 Clean Air and Water Act. The Developer shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency ("EPA") regulations (40 CFR, Part 15), which prohibit, under nonexempt federal contracts, grants or loans to facilities included in the EPA List of Violating Facilities. The Developer shall report violations to the City, the United States EPA Assistant Administrator for Enforcement (EN-329), and to HUD.

13.15 Energy Efficiency. The Developer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

13.16 Fair Housing. The Developer agrees to comply with the requirements of 24 CFR Part 125 (Fair Housing Initiatives Program) and all other applicable laws, regulations, rules and orders.

13.17 Contractor Debarment. The Developer shall not, directly or indirectly, employ, award contracts or subcontracts to, or otherwise engage the services of, or fund any Contractor or subcontractor or sub-recipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. The Developer shall require a comparable provision in all applicable contracts and subcontracts executed by the Developer pursuant to this Agreement.

13.18 Duration of Agreement. This Agreement shall remain in force until all terms and conditions included in the documents listed in Section 2.01(b) hereof have been fully complied with.

13.19 Restatement. Developer and the City intend and agree that this Agreement amends, restates and replaces the Loan Agreement and First Amendment in their entirety and any indebtedness outstanding thereunder shall be deemed to be outstanding under this Agreement. Nothing in this Agreement shall be deemed to be a repayment or novation of the indebtedness, or to release or otherwise adversely affect any lien, mortgage or security interest securing such indebtedness or any rights of the City against any guarantor, surety or other party primarily or secondarily liable for such indebtedness

13.20 Exhibits. The following exhibits to this Agreement are by this reference made a part hereof:

- Exhibit A** Project Site Legal Description
- Exhibit B** Maximum Rent and Section 8 Income Schedules
- Exhibit C** Project Budget, Income and Operating Pro Forma
- Exhibit D** Project Schedule
- Exhibit E** Site and Neighborhood Standards Certification
- Exhibit F** Conflict of Interest Certification
- Exhibit G** Lobbying Certification

Exhibit H Affirmative Marketing Responsibilities

[Remainder of page intentionally left blank; Signatures appear on following page]

IN WITNESS WHEREOF, the City and the Developer, by and through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

CITY OF DETROIT, a Michigan municipal corporation, acting by and through its Planning & Development Department

By: *R. S. Anderson*
Robert A. Anderson, Jr.

Its: Director

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 22nd day of March, 2013, by Robert A. Anderson, Jr. , Director, Planning and Development Department of the City of Detroit, a Michigan municipal corporation, on behalf of the City of Detroit.

Queelma Brown
Notary Public
Wayne County, Michigan
My Commission Expires: 1-29-2018
Acting in Wayne County, Michigan

QUEELMA BROWN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jan 29, 2018
ACTING IN COUNTY OF *Wayne*

APPROVED AS TO FORM ONLY

Lewis & Munday, P.C.

By: *[Signature]*

**NSO BELL HOUSING LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP, a Michigan limited partnership,**

By: NSO Bell Housing Inc., a Michigan corporation
Its: General Partner

By: *[Signature]*

Its: Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 12th day of March, 2013, by Joseph Heaphy, the Secretary of NSO Bell Housing Inc., a Michigan corporation, the General Partner of NSO Bell Housing Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

Margaret M. Hysick
Notary Public
Wayne County, Michigan
My Commission Expires: March 1, 2019
Acting in Wayne County, Michigan

**MARGARET M. HYSICK
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 1, 2019
ACTING IN COUNTY OF**

NEIGHBORHOOD SERVICE ORGANIZATION,
a Michigan Non Profit Corporation,

By: William Wellharts

Its: ~~Secretary~~ Chief Operating Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

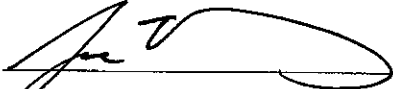
The foregoing instrument was acknowledged before me this 12th day of March, 2013, by William Wellharts ~~Secretary~~ Chief Operating Officer of Neighborhood Service Organization, a Michigan corporation, the General Partner of Neighborhood Service Organization, a Michigan corporation, on behalf of said corporation.

Margaret M. Hysick
Notary Public
Wayne County, Michigan
My Commission Expires: March 1, 2019
Acting in Wayne County, Michigan

MARGARET M. HYSICK
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 1, 2019
ACTING IN COUNTY OF

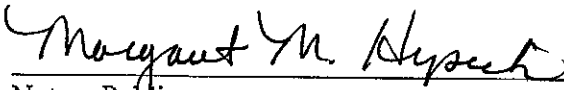
If the Developer is a limited partnership or a limited liability company, then the managing general partner or manager of the Developer indicates its agreement to abide by Sections 6.01 and 6.02 hereof by executing this Agreement in the space indicated below:

NSO Bell Housing Inc.,
a Michigan corporation

By: 
Its: Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 12th day of March, 2013, by Joseph Heaphy, the Secretary of NSO Bell Housing Inc., a Michigan corporation, on behalf of said corporation.


Notary Public
Wayne County, Michigan
My Commission Expires: March 1, 2019
Acting in Wayne County, Michigan

**MARGARET M. HYSICK
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 1, 2019
ACTING IN COUNTY OF**

EXHIBIT A

Project Site Legal Description

Land and improvements located in the City of Detroit, County of Wayne, State of Michigan, more particularly described as:

Unit 2 of BELL BUILDING CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 48991, pages 580 through 643 inclusive, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 992 and any amendments thereto, together with an undivided interest in the common elements of said condominium as set forth in said Master Deed, and any amendments thereto, as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

EXHIBIT B

Section 8 Income Guidelines Maximum Rent & Income Schedules

FY 2010 HOME PROGRAM RENTS

| | Efficiency | 1-BR | 2-BR | 3-BR | 4-BR | 5-BR | 6-BR |
|------------------------------------|------------|-------|-------|--------|--------|--------|--------|
| Fair Market Rent | \$584 | \$665 | \$809 | \$796 | \$952 | \$1128 | \$1275 |
| 50% Rent Limit (Low Home Rent) | \$611 | \$655 | \$786 | \$907 | \$1012 | \$1117 | \$1221 |
| 65% Rent Limit (High Home Rent) | \$774 | \$831 | \$999 | \$1145 | \$1259 | \$1370 | \$1481 |

Note: Rent must be adjusted for utilities

Income Table Used For H.U.D. Section 8 Program In 2010

| Family Size | 30% Limits | Very Low Income | 60% Limits | Low Income |
|-------------|------------|--------------------|------------|------------|
| 1 Person | \$14,700 | \$24,450 | \$29,340 | \$39,100 |
| 2 Persons | \$16,800 | \$27,950 | \$33,540 | \$44,700 |
| 3 Persons | \$18,900 | \$31,450 | \$37,740 | \$50,300 |
| 4 Persons | \$20,950 | \$34,900 | \$41,880 | \$55,850 |
| 5 Persons | \$22,650 | \$37,700 | \$45,240 | \$60,350 |
| 6 Persons | \$24,350 | \$40,500 | \$48,600 | \$64,800 |
| 7 Persons | \$26,000 | \$43,300 | \$51,960 | \$69,300 |
| 8 Persons | \$27,700 | \$46,100 | \$55,320 | \$73,750 |

Detroit Median Family Income: \$69,800

EXHIBIT C

**Project Budget, Income and Operating Pro Forma
(Attached)**

Attachment 3A-2a: Healthcare Formal Agreement

CoC: MI-501

Attached is documentation of the NSO Bell Supportive Housing Expansion Housing Healthcare formal agreement.

The NSO Bell PSH project

Current (renewal) project: \$607,790

Requested expansion funding: \$709,364

Total project (if expansion is funded): \$1,317,154

Amount of documented Medicaid funding to be leveraged (as given in attached letter): \$91,169

Percentage of healthcare funding leveraged: 7%



Detroit Wayne Integrated Health Network

707 W. Milwaukee St.
 Detroit, MI 48202-2943
 Phone: (313) 833-2500
www.dwihn.org

FAX: (313) 833-2156
 TDD: (800) 630-1044 RR/TDD: (888) 339-5588

June 27, 2022

Keith Hernandez
 Director, Office of Community Planning and Development
 U.S. Department of Housing & Urban Development
 477 Michigan Ave.
 Detroit, MI 48226

RE: Cash Match commitment to Neighborhood Service Organization

Dear Mr. Hernandez:

Detroit Wayne Integrated Health Network (DWIHN) is committed to providing matching dollars through Medicaid reimbursements to Neighborhood Service Organization (NSO) for the HUD grant and time periods listed below. These dollars are reimbursed to NSO for behavioral health services provided to consumers in the listed programs during the listed program years.

It is the responsibility of NSO to keep and make available, for inspection, records documenting the cash match provided.

| Project Name | HUD Grant Number | Grant Term | Amount | Match |
|-------------------------|------------------|------------------|------------|-----------|
| NSO/COTS | MI0027L5F012109 | 10/1/22-9/30/23 | \$ 125,832 | \$ 18,875 |
| Supportive Housing | MI0308L5F012109 | 6/1/22-5/31/23 | \$ 403,493 | \$ 16,374 |
| Bell Supportive Housing | MI0338L5F012109 | 1/1/23-12/31/23 | \$ 607,790 | \$ 91,169 |
| FUSE | MI0367L5F012106 | 10/1/22-9/30/23 | \$ 266,418 | \$ 39,963 |
| RRH | MI0472L5F012106 | 1/1/23-12/31/23 | \$ 331,234 | \$ 49,686 |
| Shelter + Care | MI0059L5F012114 | 5/1/22-4/30/23 | \$ 328,019 | \$ 39,363 |
| Clay Apartments | MI0698L5F012100 | 10/1/22-09/30/23 | \$ 530,359 | \$ 78,206 |

Please feel free to contact me if you have any questions at edoeh1@dwihn.org.

Sincerely,

Eric Doeh
 President and CEO

Board of Directors

Angelo Glenn, Chairperson
 Dorothy Burrell
 Jonathan C. Kinloch

Kenya Ruth, Vice Chairperson
 Lynne F. Carter, MD
 Kevin McNamara

Dora Brown, Treasurer
 Eva Garza Dewaelsche
 Bernard Parker

Dr. Cynthia Taueg, Secretary
 Michelle Jawad
 William Phillips

Eric W. Doeh, President and CEO





June 9, 2022

Keith Hernandez
Director, Office of Community Planning and Development
U.S. Department of Housing & Urban Development
477 Michigan Ave.
Detroit, MI 48226

RE: Match Commitment - Neighborhood Service Organization

Dear Mr. Hernandez:

Neighborhood Service Organization is committed to utilizing unrestricted funding as match dollars for anticipated administrative costs not billable under our HUD contracts as follows:

| Project Name | HUD Grant Number | Grant Term | Amount | Match |
|-------------------------|------------------|------------------|------------|-----------|
| NSO/COTS | MI0027L5F012109 | 10/1/22-9/30/23 | \$ 125,832 | \$ 12,583 |
| Supportive Housing | MI0308L5F012109 | 6/1/22-5/31/23 | \$ 403,493 | \$ 12,105 |
| Bell Supportive Housing | MI0338L5F012109 | 1/1/23-12/31/23 | \$ 607,790 | \$ 60,779 |
| FUSE | MI0367L5F012106 | 10/1/22-9/30/23 | \$ 266,418 | \$ 26,642 |
| RRH | MI0472L5F012106 | 1/1/23-12/31/23 | \$ 331,234 | \$ 33,123 |
| Shelter + Care | MI0059L5F012114 | 5/1/22-4/30/23 | \$ 328,019 | \$ 42,642 |
| Clay Apartments | MI0698L5F012100 | 10/1/22-09/30/23 | \$ 530,359 | \$ 53,036 |

Sincerely,

Kate Spratt
Chief Financial Officer

CENTRAL OFFICE

882 Oakman Blvd., Suite C • Detroit, Michigan 48238 • Phone: 313-961-4890 • www.nso-mi.org

We facilitate dreams by promoting equity for all, using innovative solutions to bridge gaps in housing, health, and well-being.